

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

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5000



AGENDA No. 758

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

DATE: JULY 7, 2016  
TIME: 8:00 p.m.  
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting on July 7, 2016 at 8:00 p.m. at the Town Hall, for the following purpose:

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**RECOGNITION:** Finance Director, Maria Pires and Finance Department Staff Certificate of Achievement

1. RESOLUTION TC26-60: To consider and act upon a resolution which would approve the Five Year Capital Plan. (Finance)
2. RESOLUTION TC26-66: To consider and act upon a resolution which would authorize the First Selectman on behalf the Town of Trumbull to execute a grant application and all necessary agreements and documents under the Local Transportation Capital Improvement Program administered by the State of Connecticut Department of Transportation to obtain financial assistance pursuant to Public Act 13-239 for the rehabilitation of Strobel Road. (Finance)
3. RESOLUTION TC26-67: To consider and act upon a resolution which would authorize the First Selectman on behalf the Town of Trumbull to execute a grant application and all necessary agreements and documents under the Local Transportation Capital Improvement Program administered by the State of Connecticut Department of Transportation to obtain financial assistance pursuant to Public Act 13-239 for the rehabilitation of Chestnut Hill Road. (Finance)

4. RESOLUTION TC26-68: To consider and act upon a resolution which would authorize the First Selectman on behalf the Town of Trumbull to execute a grant application and all necessary agreements and documents under Section 319 Nonpoint Source (NPS) Grant Program administered by the State of Connecticut Department of Energy & Environmental Protection to obtain financial assistance for the River Edge Restoration at Old Mine Park. (Finance)
5. RESOLUTION TC26-69: To consider and act upon a resolution which would abandon the Town of Trumbull's interest in and discontinue its public use of portions of Walburn Avenue effective September 1, 2016 and authorize First Selectman Timothy M. Herbst to execute all necessary agreements and documents to effect the same. (L&A)
6. RESOLUTION TC26-70: To consider and act upon a resolution which would authorize the First Selectman to sign a lease agreement between Tarpon Towers II, LLC and the Town of Trumbull for town-owned land off Jeffrey Place, more specifically designated by Lat. 41°- 15'-5.57", Long. - 73°-11'-35.18". (L&A) (*Town Council July 7, 2016 Public Hearing*)
7. RESOLUTION TC26-71: To consider and act upon a resolution which would approve \_\_\_\_\_ as the architect for the Trumbull Community Center project as recommended by the Trumbull Community Center Study and Building Committee. (L&A)

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

## RESOLUTIONS

1. RESOLUTION TC26-60: BE IT RESOLVED, That the Five Year Capital Plan is hereby approved.
2. RESOLUTION TC26-66: BE IT RESOLVED, That the First Selectman is hereby authorized to execute on behalf the Town of Trumbull a grant application and all necessary agreements and documents under the Local Transportation Capital Improvement Program administered by the State of Connecticut Department of Transportation to obtain financial assistance pursuant to Public Act 13-239 for the rehabilitation of Strobel Road.
3. RESOLUTION TC26-67: BE IT RESOLVED, That the First Selectman is hereby authorized to execute on behalf the Town of Trumbull a grant application and all necessary agreements and documents under the Local Transportation Capital Improvement Program administered by the State of Connecticut Department of Transportation to obtain financial assistance pursuant to Public Act 13-239 for the rehabilitation of Chestnut Hill Road.
4. RESOLUTION TC26-68: BE IT RESOLVED, That the First Selectman is hereby authorized to execute on behalf the Town of Trumbull a grant application and all necessary agreements and documents under Section 319 Nonpoint Source (NPS) Grant Program administered by the State of Connecticut Department of Energy & Environmental Protection to obtain financial assistance for the River Edge Restoration at Old Mine Park.
5. RESOLUTION TC26-69: BE IT RESOLVED, That the Town of Trumbull does hereby abandon its interest in and discontinue its public use of portions of Walburn Avenue effective September 1, 2016 and that First Selectman Timothy M. Herbst is authorized to execute all necessary agreements and documents to effect the same.
6. RESOLUTION TC26-70: To consider and act upon a resolution which would authorize the First Selectman to sign a lease agreement between Tarpon Towers II, LLC and the Town of Trumbull for town-owned land off Jeffrey Place, more specifically designated by Lat. 41°- 15'-5.57", Long. - 73°-11'-35.18".
7. RESOLUTION TC26-71: BE IT RESOLVED, That \_\_\_\_\_ is hereby approved as the architect for the Trumbull Community Center project as recommended by the Trumbull Community Center Study and Building Committee.

**2017- 2021  
CAPITAL IMPROVEMENT PLAN  
NARRATIVE**

Summaries are listed below. See attached Exhibits for additional information regarding requests.

**STANDARD DEFINITION FOR CAPITAL IMPROVEMENT**

- Any acquisition or lease of land
- Purchase of major equipment or vehicles in excess of \$10,000 with life expectancy 5+ years
- Construction of new building facilities with cost in excess of \$10,000
- Major building improvements with a cost in excess of \$10,000
- Major equipment or furnishings in excess of \$10,000

**ROADWAYS**

Streets were prioritized based on wear, safety, and usage. Cost includes much needed drainage repairs where indicated due to severe deterioration, asphalt, tack, catch basin, manholes, curbing as needed, grading/compacting, loading and trucking of excess material, in addition to an estimate for shoulder restoration charges that will be incurred. Video Inspection was also included for each year. Estimates based on current pricing for milling/reclaiming and asphalt. An additional line item was added each year to cover the cost of any additional drainage repairs that may be required as a result of video inspection findings.

**PUBLIC FACILITIES**

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

*Trumbull Library*

The Library Board recently received a space assessment from Berger Association. From this report the Board's first priority is to expand parking by approximately 35 spaces. The second priority is to add an addition that would square off the community room.

*Town Hall:*

Adjacencies Construction – Renovation of Town Hall space to promote functional flow of services provided to the public. Currently the design has been funded. The design work will provide a cost estimate for the project. The project estimate is \$950,000.

Telephone System – The current phone system is out of date and subject to numerous issues. A few years back an upgrade of the system was looked into and now a consultant has been hired to prepare a plan for the conversion to VOIP for both the BOE and the Town. Once the scope is defined, the project will be publicly bid. The estimate is \$600,000.

Tax Collector/Town Clerk ADA Compliance/Space Reconfiguration – Cost is estimated based on current plan and cost proposal under development for Tax Collector. Design will be completed by 2016 and the projects will be completed in 2017.

*Police Headquarters:*

Paving – Repaving of existing lot. Currently additional lot being added to front of building.

Fan Exhaust System for Firing Range – Cost estimated and necessary to address environmental and OSHA requirements for safety and ventilation. Design has been approved and cost will be finalized prior to funding.

Locker Room Renovations –Expansion of locker room needed to accommodate increased personnel and equipment needs.

*Senior Center:*

New Senior Center – RFQ is currently underway to choose an architectural firm to prepare site assessments and schematics for review of new center. Additional funding for next phase of design and estimate cost of building construction.

*Public Works Yard:*

Continuation of replacement of old and outdated structures. Costs are estimates.

High Frequency Radio System required for long range communications and interoperability with Emergency Management systems. Cost is estimated.

*EMS Building:*

Site Construction – The design for the expansion of EMS is currently underway. Costs are estimated for the next phase of development. Final cost estimates will be available prior to funding authorization.

*Health Department:*

Roof Replacement – The renovation did not include a new roof. The roof was scheduled per the original Antinozzi report for replacement in 2018. Public Facilities Director has confirmed the need for the replacement. Cost is estimated.

*Transfer Station:*

Repairs and road widening required for safety and traffic remediation. Estimated cost.

**PARK IMPROVEMENTS**

*Artificial Athletic Turf – Trumbull High School Soccer Field (\$1,200,000)*

Adding additional Synthetic Turf Athletic Fields (SAT) to the Town's inventory is a stated goal of the Parks and Recreation Department and THS Athletic Department and is supported by the

community athletic organizations representing thousands of Trumbull youth athletes. SAT fields offer several advantages over traditional natural turf fields. The SAT virtually eliminates cancellation of games and practice due to weather. The quality playing surface is not compromised by overuse allowing for a much greater intensity of scheduling particularly when compared to a varsity facility in which insuring the quality of a grass surface leads to significant restrictions in scheduling. This makes the Soccer field at THS the top priority for conversion due to the existing lights. And as an offset to the higher construction costs, SAT fields require a minimum of maintenance reducing labor, materials costs and emission of greenhouse gases associated with small engine maintenance equipment such as lawn mowers.

The pricing represents the latest generation of SAT using a shock absorption mat and GeoFill, a fill material made of natural fibers, thereby eliminating the use of rubber tire infill.

#### *Artificial Athletic Turf Carpet Replacement at Indian Ledge Park (\$625,000)*

The Synthetic Athletic Turf requires a carpet replacement. The turf is in more than 12 years old and beyond the anticipated 10 year life when the field was installed. As the fibers break down from wear and tear and the effects of UV rays the fiber carpet deteriorates. The carpet is showing signs of that deterioration.

Pricing includes removal and disposal of the existing carpet and rubber infill as well as replacement with the shock absorption mat and GeoFill as described above. Pricing based on recent similar bids in Fairfield County.

#### *Rest Room Upgrades (\$56,000)*

The Parks and Recreation Department intends to begin a four year program designed to upgrade the interior of the public restrooms (2 per year) within the park system. Replacement of plumbing fixtures with automatic flush meters, exhaust fans and lights on motions sensors and timers will improve sanitary conditions and odor control while reducing utility costs and making the restrooms more welcoming for guests. Project pricing includes roof replacement. Estimate of cost is provided by Parks Department based on scope of work.

#### *Indian Ledge Drainage Repairs/Rail/removal of Material (\$330,000) /Indian Ledge Paving (\$254,100)*

This project is to stabilize and maintain the parking lot adjacent to the athletic field overlooking the dog park at Indian Ledge. Last winter the Highway/Parks Department undertook work to stabilize the embankment and parking area. The next phase is to install drainage to prevent further erosion, install a safety rail at the top of the slope, remove and replace unsuitable materials from the parking lot, and install new asphalt pavement. Cost estimates were provided by the Engineering Division based unit pricing and recent bid experience. Project Estimate attached

#### *Unity Park Drainage/Paving (\$300,000)*

The asphalt paved parking lots and roadways within Unity Park are well over thirty years old and are in need of replacement. The area is prone to flooding and flood damage has scoured away all of the original paving on the lower parking areas requiring costly annual patching with reclaimed millings to maintain a functioning parking lot. Uneven and broken pavement presents potential for trip and fall incidents in one of the town's most heavily utilized facilities.

Prior to repaving the lots, a full review of the drainage components will be conducted with appropriate repairs and renovations to the storm water drainage systems which are no longer functioning effectively. The underground culverts are in a significant state of decay and the storm drain head walls are deteriorating and no longer properly direct water flow resulting in a negative impact on the adjacent natural resources. This is a necessary infrastructure maintenance project to improve the asset, and to ensure proper storm water management and public safety impacting park users and neighboring residents.

The project is to be funded over 3 years (approved CY 2016, \$190,500). Project Estimate attached.

#### *Twin Brooks Design/Drainage 250,000*

Twin Brooks is situated at the confluence of two water ways, the Pequannock and the Old Saw Mill. As such, Twin Brooks functions as a major flood plain in Town. Periodic flooding over the past generation has eroded the river banks resulting in destabilization of areas of the internal roadway. Underground culverts have decayed and in some cases have filled in and no longer function properly, further causing damage within the Park even in moderate storm events.

A design review of the storm water drainage systems will be conducted with necessary repairs performed in preparation for repaving the roadways and parking area within the park. This is a necessary infrastructure maintenance project to improve the asset and ensure proper storm water management and public safety impacting park users and neighboring residents.

The project is to be funded over 5 years (approved CY 2016, \$200,000). Project Estimate attached.

See Exhibit B for supporting documentation on Parks projects.

### **FLEET & EQUIPMENT**

The Highway Department replaces equipment based on usage and condition. The vehicle may have rust and erosion due to road or work conditions that require replacement sooner than the recommended useful life. The general rule is to replace this equipment every 15 to 20 years. Highway is also seeking authorization for the purchase of a new Backhoe. A quote is attached in the Exhibit.

Cost estimate for Snowplow/Sander is based on State Contract pricing in effect and Caterpillar Backhoe cost is based on current estimate. See Exhibit C for photos and cost estimate.

### **ECONOMIC DEVELOPMENT**

The continuation of Rails to Trails project funding is coordinated with the State Department of Transportation and Connecticut Metropolitan Council of Governments (formerly Greater Bridgeport Regional Planning).

See attached Exhibit D regarding the Trumbull Center and Long Hill Green project requests.

### **ENGINEERING**

*Lake Avenue Sediment* - Removal of sediment in the channel that flows south from the culvert under Lake Avenue at the corner on Main Street. The capacity of the channel has diminished greatly impacting the flow of storm water away from residences.

*Daniels Farm Road Drainage* - Drainage improvements to Daniels Farm Road after Sanitary Sewer Repairs and prior to reclaiming and repaving Daniels Farm Road.

*Daniels Farm Road Paving* - This project is to reclaim and repave Daniels Farm Road after sanitary sewer repairs and drainage improvements have been completed.

*Spring Hill Road Bridge* - This project is being established to design the repairs identified by structure inspection of the Bridge.

*Brock Street Bridge*- Design of the repairs identified by structure inspection of the Bridge.

*Old Town Road* - Preliminary design to reconstruct Old Town Road.

See Exhibit E for cost details.

### **INFORMATION TECHNOLOGY**

Upgrades of storage, systems, and equipment as required. See Exhibit F for cost estimates.

### **ENTERPRISE**

WPCA projects are provided by Town Engineer for various town wide repairs.

*Various Roads - Town Wide Repairs* -This project is proposed to initiate improvements to various areas of the sanitary sewer system. The WPCA funds pipe video inspections and the funds associated with this item is proposed to repair these areas on an as-needed basis.

*Town Wide - Flow Discharge Alternative* - This project is proposed to continue the design analysis to re-direct sewage flow from Trumbull's main discharge point to potentially a different jurisdiction. The amount proposed reflects design costs for 2017. Additional funds for this task will be requested in out years.

*Town Wide - Emergency Bypass Force Main Connection* - This project is proposed to create a bypass connection into the existing force main alongside various Pump Stations. In the event of complete pump failure at the pump stations, this new bypass connection would allow the WPCA to install a portable bypass pump and tie into this new force main connection.

*Old Town Road Pump Station - Replace Generator* - This project is proposed to replace an existing generator at the Old Town Road Pump Station.

*Reservoir Ave Pump Station - Pump Station Design* - The intention of the proposed project is to initiate a design of the Reservoir Ave Pump Station reconstruction. The WPCA initiated a Town Wide pump station analysis and as a result, the Reservoir Ave pump station was recommended for replacement based on age and current codes.

*Park Ave Pump Station-Pump Station Rehabilitation* – There have been numerous repairs to the pumps over the last three years. The proposed project is for replacement of the pumps.

See Exhibit G for further details.

*Golf Course project information is provided by the Director of Parks and Recreation.*

*Electrical Service Upgrade:*

Electrical service into the park is not reliable resulting in frequent full or partial outages. Outages have caused damage to pumps and equipment related to the golf course, pool, and golf facilities. UI has planned replacement of the main service with the Town responsible for the cost of excavation and installation of the secondary service feeds to the individual facilities. The Parks Department will perform the excavation and restoration required. This project amount listed on the Capital Plan will be used for installation of the secondary service feeds by a licensed electrician. Cost estimates were provided by a licensed electrician.

UI Project Description - Tashua Knolls Recreation Area is site with combined Golf Course, Swimming Pool, Tennis and Basketball Courts. The existing power is fed by UI owned direct buried 3 phase primary to 4-3 phase transformer on UI owned foundations. Existing secondary and entry equipment are owned by the customer. The project goal is for the customer to trench and install new equipment (mostly provided by UI) to improve reliability to customer site.

**EXHIBIT A**

Received  
6/13/16

TO: Maria T. Pires, Director of Finance  
FROM: Arthur A. Kukla, Treasurer, Library Board of Trustees  
RE: Five-Year Capital Plan  
DATE: June 13, 2016

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Attached is information requesting the construction of additional parking for the Trumbull Library located on Quality Street. This project was previously requested in 2011. Since then our lack of adequate parking for our patrons and activities has become more serious.

If you have any questions or need additional information, please contact me at 203 375-5117 or Jeannine Stauder at 203 268-3001.

### Justifying the need for additional parking spaces:

When the library was built in 1974 parking was barely adequate. Since 1974, a new children's wing has been added, community room usage has increased so that there is now a shortage of available times for individuals wanting to use the room. As the population of the town has grown the library has constantly reorganized to meet the needs of the Citizens of Trumbull. A technology center with up to date computers is available, a teen area to recognize their needs, study areas, reading areas and space for the increase in printed material from technology to the best sellers. The interior of the library is constantly being reorganized to serve the changing needs of our patrons. Recently the library hosted focus groups to discuss the future of the library system. The major complaint of those attending was the severe lack of parking. Patrons have to park on street between the library and the town hall, in the town hall parking area and across the street in the Stop & Shop parking area. In 2011, the Board worked with the Public Works Dept. and other interested groups to develop a plan for an additional 35 spaces. The project was put out to bid in May 2011. Nine proposals were received. A decision by the Administration was made to reject the proposal. Since then the need for additional parking has become more acute.

Once again the Library Board is requesting funds for additional parking. There is no change in the 2011 plans. If approved the additional parking should become available during the second half of 2016.

**TOWN OF TOWN TRUMBULL  
BID RESULTS**

RFQ/P 5893 PAVING OF LIBRARY PARKING LOT DUE: 05/24/11

COMPANY	TOTAL PROPOSE
D&P Construction	196,500.00
G. PIC	113,750.00
Deering Construction	106,700.00
Cherry Hill Construction	126,684.00
R. S. Site & Septic	86,625.00
Guerrera Construction	119,000.00
B&W Paving	106,204.00
Reliable Excavating	98,914.26
Dalling Construction	134,850.00

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R. Chimini, Purchasing Agent

Project :

Town Yard

Date:

6/23/2016

Estimate By:

FMS

Checked By:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Fence	If	200	27.00	\$ 5,400.00
	Culvert installation	If	150	300.00	\$ 45,000.00
	Restoration/Pave driveway area	ls	1	40000.00	\$ 40,000.00
					\$ -
				<b>UNIT PRICE SUBTOTAL =</b>	<b>\$ 90,400.00</b>

**ALLOWANCES**

Pipe Video Inspection	ALLOWANCE	\$ -
Drainage repairs	ALLOWANCE	\$ -
		\$ -
		\$ -
		\$ -
<b>ALLOWANCE SUBTOTAL =</b>		<b>\$ -</b>

<b>UNIT PRICE + ALLOWANCE =</b>		<b>\$ 90,400.00</b>
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**LUMP SUM ITEMS**

Design	\$ 35,000.00	
Inspection		
Permit	\$ 5,000.00	
<b>LUMP SUM SUBTOTAL =</b>		<b>\$ 40,000.00</b>

<b>SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM =</b>		<b>\$ 130,400.00</b>
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**CONTINGENCY AND INCIDENTALS**

Contingency & Incidents (15% x (Unit Price + Allowances + Lump Sum ))	\$ 19,560.00
<b>TOTAL =</b>	<b>\$ 149,960.00</b>

<b>ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2018 =</b>	<b>\$ 154,459.00</b>
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Unit Cost	\$/ SY
	\$/ SF

**EXHIBIT B**

**TOWN OF TRUMBULL  
ENGINEERING DEPARTMENT  
--- OPINION OF PROBABLE COST ---**

Project : Indian Ledge Park  
Paving Restoration Project -2017

Date: 5/24/2016  
Estimate By: WCM  
Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Pavement Excavation & Disposal (53471 sf)	SY	5,941	1.00	\$ 5,941.22
	Process Aggregate (4")	CY	659	25.00	\$ 16,475.00
	Binder Course (2") 9029 sy)	Tons	713	110.00	\$ 78,430.00
	Wear Course (2") (9029 sy)	Tons	713	110.00	\$ 78,430.00
	Grass Restoration	SY	1600	7.00	\$ 11,200.00
	ADA Signage	EA	20	200.00	\$ 4,000.00
	Parking Stall Line Striping	EA	170	12.51	\$ 2,126.70
	ADA Stalls	LF	10	80.00	\$ 800.00
	Cross Walks & Stop Bars	EA	2	126.87	\$ 253.74
	Line Striping	LF	3000	1.10	\$ 3,300.00
					\$ -
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ 200,956.66</b>

**ALLOWANCES**

Pipe Video Inspection		ALLOWANCE			
Drainage repairs		ALLOWANCE			
CB Tops	EA				
Reset manhole tops	EA				
				\$ -	
<b>ALLOWANCE SUBTOTAL =</b>					<b>\$ -</b>

	<b>UNIT PRICE + ALLOWANCE =</b>	<b>\$ 200,956.66</b>
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**LUMP SUM ITEMS**

Design		\$ 7,000.00
Inspection		\$ 8,000.00
Layout		\$ 5,000.00
<b>LUMP SUM SUBTOTAL =</b>		<b>\$ 20,000.00</b>

<b>SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM =</b>	<b>\$ 220,956.66</b>
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**CONTINGENCY AND INCIDENTALS**

<b>Contingency &amp; Incidents (15% x (Unit Price + Allowances + Lump Sum ))</b>	<b>\$ 33,143.00</b>	
<b>TOTAL =</b>		<b>\$ 254,099.66</b>

<b>ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2018 =</b>	<b>\$ 261,723.00</b>
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Unit Cost	42.77	\$/ SY
	4.75	\$/ SF

TOWN OF TRUMBULL  
ENGINEERING DEPARTMENT  
--- OPINION OF PROBABLE COST ---

Project : Indian Ledge Park  
Drainage Project -2017

Date: 5/24/2016  
Estimate By: WCM  
Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Pavement Excavation & Disposal (53471 sf)	SY			
	Process Aggregate (4")	CY			
	Binder Course (2") 9029 sy)	Tons			
	Wear Course (2") (9029 sy)	Tons			
	Grass Restoration	SY			
	ADA Signage	EA			
	Parking Stall Line Striping	EA			
	ADA Stalls	LF			
	Cross Walks & Stop Bars	EA			
	Line Striping	LF			
					\$ -
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ -</b>

**ALLOWANCES**

Pipe Video Inspection		ALLOWANCE		\$	10,000.00
Drainage repairs		ALLOWANCE		\$	260,000.00
CB Tops	EA				
Reset manhole tops	EA				
				\$	-
<b>ALLOWANCE SUBTOTAL =</b>					<b>\$ 270,000.00</b>

				<b>UNIT PRICE + ALLOWANCE =</b>	<b>\$ 270,000.00</b>
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**LUMP SUM ITEMS**

Design				\$	5,000.00
Inspection				\$	7,500.00
Layout				\$	4,456.00
<b>LUMP SUM SUBTOTAL =</b>					<b>\$ 16,956.00</b>

<b>SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM =</b>				<b>\$ 286,956.00</b>
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**CONTINGENCY AND INCIDENTALS**

<b>Contingency &amp; Incidents (15% x (Unit Price + Allowances + Lump Sum ))</b>				<b>\$ 43,044.00</b>	
<b>TOTAL =</b>					<b>\$ 330,000.00</b>

<b>ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2018 =</b>				<b>\$ 339,900.00</b>
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Unit Cost		\$/ SY
		\$/ SF

**TOWN OF TRUMBULL  
ENGINEERING DEPARTMENT  
--- OPINION OF PROBABLE COST ---**

Project : **Unity Park**  
Drainage Restoration Project -2017

Date: 5/24/2016  
Estimate By: WCM  
Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Pavement Excavation & Disposal (176763sf)	SY			
	Process Aggregate (4")	CY			
	Binder Course (2")19640 sy)	Tons			
	Wear Course (2") (9029 sy)	Tons			
	Grass Restoration	SY			
	ADA Signage	EA			
	Parking Stall Line Striping	EA			
	ADA Stalls	LF			
	Cross Walks & Stop Bars	EA			
	Line Striping	LF			
					\$ -
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ -</b>

**ALLOWANCES**

Pipe Video Inspection	ALLOWANCE			\$ 10,000.00
Drainage repairs	ALLOWANCE			\$ 190,000.00
CB Tops	EA	6	600.00	\$ 4,500.00
Reset manhole tops	EA	4	500.00	\$ 2,000.00
				\$ -
<b>ALLOWANCE SUBTOTAL =</b>				<b>\$ 206,500.00</b>

<b>UNIT PRICE + ALLOWANCE =</b>				<b>\$ 206,500.00</b>
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**LUMP SUM ITEMS**

Design				\$ 24,500.00
Inspection				\$ 24,000.00
Layout				\$ 5,870.00
				\$ -
<b>LUMP SUM SUBTOTAL =</b>				<b>\$ 54,370.00</b>

<b>SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM =</b>				<b>\$ 260,870.00</b>
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**CONTINGENCY AND INCIDENTALS**

<b>Contingency &amp; Incidents (15% x (Unit Price + Allowances + Lump Sum ))</b>				<b>\$ 39,130.00</b>
<b>TOTAL =</b>				<b>\$ 300,000.00</b>

<b>ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2018 =</b>				<b>\$ 309,000.00</b>
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Unit Cost	\$ / SY
	\$ / SF

TOWN OF TRUMBULL  
ENGINEERING DEPARTMENT  
--- OPINION OF PROBABLE COST ---

Project : Twin Brooks Park  
Drainage Restoration Project -2017

Date: 5/24/2016  
Estimate By: WCM  
Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Pavement Excavation & Disposal (173548 sf)	SY			
	Process Aggregate (4")	CY			
	Binder Course (2") (19283 sy)	Tons			
	Wear Course (2") (19283 sy)	Tons			
	Grass Restoration	SY			
	ADA Signage	EA			
	Parking Stall Line Striping	EA			
	ADA Stalls	LF			
	Cross Walks & Stop Bars	EA			
	Line Striping	LF			
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ -</b>

**ALLOWANCES**

Pipe Video Inspection		ALLOWANCE		\$	10,000.00
Drainage repairs		ALLOWANCE		\$	100,000.00
CB Tops	EA				
Reset manhole tops	EA				
				\$	-
<b>ALLOWANCE SUBTOTAL =</b>					<b>\$ 110,000.00</b>

<b>UNIT PRICE + ALLOWANCE =</b>					<b>\$ 110,000.00</b>
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**LUMP SUM ITEMS**

Design				\$	75,000.00
Inspection				\$	27,391.00
Layout				\$	5,000.00
<b>LUMP SUM SUBTOTAL =</b>					<b>\$ 107,391.00</b>

<b>SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM =</b>					<b>\$ 217,391.00</b>
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**CONTINGENCY AND INCIDENTALS**

Contingency & Incidents (15% x (Unit Price + Allowances + Lump Sum ))				\$	32,609.00
<b>TOTAL =</b>					<b>\$ 250,000.00</b>

<b>ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2017 =</b>					<b>\$ 257,500.00</b>
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Unit Cost		\$/ SY
		\$/ SF

**EXHIBIT C**

1985 CATERS PILLAR  
215 LBC Tractor EXAMONTELL



CONTROL, FINE SWING		
LIGHT, BOOM RIGHT SIDE		
GUARD, TRACK GUIDING SEGMENTED		
CHANGER, HAND CTRL 2-WAY (ANSI)		
LINES-HP, REACH BOOM		
LINES-HP, 9'6" STICK		
TRACK, 31" TG HD		
WIPER-RADIAL, 70/30 W/O LOWER		
BOOM, 18' 8" HD CGC		
CAB-ROPS, 70/30 W/VANDAL-G BOSS		
FRAME, SWING, HEAVY DUTY		
CAT GRADE CTRL, DEPTH & SLOPE		
AIR CLEANER, STANDARD CGC		
FRONT LINES, PIN GRABBER QC		
COLD WEATHER PKG READY		
PRODUCT LINK, CELLULAR PL641		
COUNTERWEIGHT, 11,790LBS		
STICK, R9'6" THUMB READY CGC		
COMBINED CIR STP PKG		
GUARD, CYLINDER COVER, CGC		
BUCKET-SD, 36" 1.06 YD3	MACHINE TOTAL	205,000.00
BUCKET-SD, 48" 1.58 YD3		
BUCKET, 60" 1.12 YD3 (DC-TILT)		\$8,444.00
TIP, PENETRATION PLUS	ORDER TOGETHER	\$10,506.00
SIDECUTTERS, HEAVY DUTY	ADD: 48,869	\$18,860.00
PIN GROUP, SPARE		\$836.00
COUPLER, HYDRAULIC PIN GRABBER		\$2,500.00
LINES, CONNECTOR, PIN GRABBER		\$2,086.00
RIPPER, PENETRATION 43"		\$7,369.00
THUMB GP		\$268.00
CONNECTOR LINES, THUMB	ORDER TOGETHER	\$8,828.00
H120E S HAMMER	ADD: 14,416	\$13,344.00
TOOL-MOIL H120E S		\$1,072.00
BRACKET, MOUNTING	ORDER TOGETHER	\$58,208.00
LINES, CONNECTOR	ADD: 64,169	\$1,226.00
CVP110 COMPACTOR PLATE		\$3,818.00
BRACKET, MOUNTING	ORDER TOGETHER	\$1,117.00
LINES, CONNECTING	ADD: 26,333	\$20,387.00
		\$5,278.00
		\$888.00

AUTO GREASER

F.O.B./TERMS: Corporate

NEW CATERPILLAR  
BACKHOE

May 25, 2016

TOWN OF TRUMBULL

5866 MAIN ST  
TRUMBULL, Connecticut 06811

Rich Infante,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR INC Model: 323F-TC Excavator with all standard equipment in addition to the additional specifications listed below.

STOCK NUMBER:            SERIAL NUMBER:            YEAR: 2016            SMU: 4

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

Joe Giuliano  
Machine Sales Representative  
jgiuliano@hopenn.com  
(860) 883-0376

One (1) New CATERPILLAR INC Model: 323F-TC Excavator with all standard equipment in addition to the additional specifications listed below:

**MACHINE SPECIFICATIONS**

323F L HEX HEAVY CTWT	\$205,000.00 (Machine price only)
ALARM, TRAVEL	
LINES-QC, R86" STICK	
LINKAGE, BKT-B1 W/LIFT EYE	
RADIO, 24V AM/FM	
SUN SCREEN (70/30)	



HELL TRUCK  
TO REPAIR





**EXHIBIT D**

Town of Trumbull

Request for Projects

Department- Economic Development

Narrative to describe and justify the requested project:

*What existing facilities or conditions will be affected by the project? How will this project improve these?*

Funding will help to design trail connection from Long Hill Green to Indian Ledge. The connection will be made down Whitney Avenue.

*Will this project necessitate staffing increases?*

no

*What is the general plan and timeline for completion?*

The study can be completed within 12 months. The study will advise on frontage, retaining walls, walkways including associated costs.

*Are there any outside funding sources, grants?*

MetroCog, and other State and Federal grant sources will be pursued to extend the trail.

Project Description	CY 2017	CY 2018	CY 2019	CY 2020	CY2012	Total
Design Connection to Indian Ledge		65,000				

Study costs are estimated based on input from Public Facilities and prior experience with study and design on similar scope projects.

Town of Trumbull

Request for Projects

Department- Economic Development

Narrative to describe and justify the requested project:

*What existing facilities or conditions will be affected by the project? How will this project improve these?*

There is currently no detailed plan for Long Hill Green. Improvements to date have been basic. A comprehensive Master Plan for the area is needed to guide improvements and position the town to access grant funding to support improvements and access matching funds.

*Will this project necessitate staffing increases?*

no

*What is the general plan and timeline for completion?*

The study can be completed within 12 months.

*Are there any outside funding sources, grants?*

Main Street Innovation Funds, STEAP, Small Cities funding and other regional, State and Federal funds will be pursued for improvements.

Project Description	CY 2017	CY 2018	CY 2019	CY 2020	CY2012	Total
Modernization Plan for Long Hill Green	30,000	450,000				

Study costs are estimated based on input from Public Facilities and prior experience with study and design on similar scope projects.

Town of Trumbull

Request for Projects

Department- Economic Development

Narrative to describe and justify the requested project:

*What existing facilities or conditions will be affected by the project? How will this project improve these?*

Trumbull Center is in need of significant revitalization in order to serve as a vibrant commercial corridor and gathering place. Numerous businesses have closed in recent years. The current construct of the Center makes pedestrian and bike access challenging. Traffic moves through the area at a high rate of speed. Driving structural change to the corridor can help bring about positive transformation of the area by slowing traffic, making the corridor more accessible for cars, bikes and pedestrian traffic and have appeal for current and potential tenants.

*Will this project necessitate staffing increases?*

no

*What is the general plan and timeline for completion?*

If funds were bonded in 2017 a consultant could be engaged to complete the schematic plan to present to MetroCOG. If approved, we will proceed to design development in 2018. Project implementation funding would follow in subsequent years.

Are there any outside funding sources, grants?

We will pursue implementation grants through DOT and CTMetroCOG

Project Description	CY 2017	CY 2018	CY 2019	CY 2020	CY2012	Total
Trumbull Center – Study, Design and Specifications for TC Boulevard Project.	125,000	125,000				

Study costs are estimated based on input from Public Facilities and prior experience with study and design on similar scope projects.

Town of Trumbull

Request for Projects

Department- Economic Development

Narrative to describe and justify the requested project:

*What existing facilities or conditions will be affected by the project? How will this project improve these?*

In order to consider aesthetically improving Long Hill Green by burying utility wires, by statute a specific utility study is required. The study will help provide options and associated costs.

*Will this project necessitate staffing increases?*

no

*What is the general plan and timeline for completion?*

The study can be completed within 18 months.

*Are there any outside funding sources, grants?*

UI has indicated a willingness to cost share for the utility study in the amount of \$5,000.

Project Description	CY 2017	CY 2018	CY 2019	CY 2020	CY2012	Total
Long Hill Green Utility Study	12,000	1,500,000				

Study costs are estimated based on input from UI.

**EXHIBIT E**



**Opinion of Probable Cost  
for the Construction of  
Daniels Farm Road**

**Project Description** Trumbull, CT  
**FROM STA** \_\_\_\_\_ **TO STA** \_\_\_\_\_  
**A LENGTH** \_\_\_\_\_ **FEET AS SHOWN ON THE PLANS**

Item	Est. Quant.	Unit	Unit Price	Total
Pavement, Reclaim	0	SY	\$ 12.00	
Pavement; Milling [0-4" , \$4] 2"	0	SY	\$ 2.50	
Pavement; HMA [\$90-\$120] 2"	0	Ton	\$ 105.00	
Pavement; HMA [\$90-\$120] 4" Temporary	1,000	Ton	\$ 120.00	\$ 120,000
Bituminous Concrete Sidewalk (5' width, x' length)	0	SY	\$ 50.00	
Drainage; Total Pavement Area "All New" [Suburban \$2.00 - CBD \$3.00]	0	SF	\$ 3.00	
Drainage; Total Pavement Area "Upgrade" [\$0.75]	0	SF	\$ 0.75	
Subbase [<500CY/\$50, 500-2000CY/\$35, >2000CY/\$30] 12" for 10% of area for patching	0	CY	\$ 50.00	
Pavement; Full Depth Patching	0	SY	\$ 30.00	
Drainage; Pipe (12" - 15" - 24" - 48") [\$30/\$35/\$50/\$60]	7,500	LF	\$ 45.00	\$ 337,500
Drainage; Catch Basins [\$2500]	65	EA.	\$ 2,500.00	\$ 162,500
Drainage; Double Catch Basins [\$1600-\$2000]	0	EA.	\$ 4,000.00	
Drainage; New Catch Basin Top [\$1,000]	0	EA.	\$ 1,000.00	
Drainage; Reset Catch Basins [\$500-\$600] including MH's	0	EA.	\$ 600.00	
Drainage; 6" underdrain	1,115	LF	\$ 35.00	\$ 39,025
Drainage; Culvert Ends [\$800-\$1000]	0	EA.	\$ 4,000.00	
Curbing; BCLC [\$2.50-\$6.00]	0	LF	\$ 4.00	
Curbing; Add 1 foot strip of pavement x length	0	SF	\$ 4.55	
Curbing; Slip Form Concrete [\$12]	0	LF	\$ 12.00	
Curbing; Granite [\$35 Est % of total quantity for replacement]	0	LF	\$ 35.00	
Earth Exc. [<500CY/\$48, 500-2500CY/\$33, 2500-5000CY/\$25, >5000CY/\$20] 1' depth	0	CY	\$ 10.00	
Rock Exc. [<654CY/\$57, 654-6540CY/\$34, >6540CY/\$23]	0	CY	\$ 57.30	
Borrow [<654/\$19, 654-6540/\$12, >6540/\$6.50]	0	CY	\$ 19.00	
Guide Railing, R-I or 3 Cable [\$7-\$11]	0	LF	\$ 26.00	
Guide Railing, R-B (350) [\$12-\$16]	0	LF	\$ 16.00	
Guide Railing, Systems 2-6A [\$55-\$70]	0	LF	\$ 65.00	
Guide Railing, Anchors [\$500-\$-650]	0	EA.	\$ 650.00	
Impact Attenuator (Type B - Median/Gore)	0	EA.	\$ 25,000.00	
Precast Concrete Barrier Curb (15" x 32")	0	LF	\$ 42.00	
Precast Concrete Barrier Curb (24" x 32")	0	LF	\$ 49.00	
Concrete Driveway Ramp (380' total length)	0	SF	\$ 14.00	
Concrete Sidewalk (50' total length, 6 ramps x 8' width)	0	SF	\$ 14.00	
Bituminous Driveway [\$25-\$35]	0	SY	\$ 20.00	
Turf Establishment	0	SY	\$ 5.00	
Interconnection, fiber optic cable and 3" R.M.C.	0	LF	\$ 30.00	
Sedimentation Control [\$2-\$5]	1	LS	\$ 48,511.00	\$ 48,511
System Integration L.S.	0	LS	\$ 25,000.00	
Emergency vehicle preemption	0	EA.	\$ 5,000.00	
Traffic Signals, New State Signal [\$100,000-\$120,000/intersection]	0	EA.	\$ 250,000.00	
Traffic Signals, Major Modification [\$80,000/intersection]	0	EA.	\$ 80,000.00	
Traffic Signals, Minor Modification [\$30,000/intersection]	0	EA.	\$ 30,000.00	
Retaining Wall; Double Wall & Reinforcing Earth [\$51.11-\$56]	0	SF	\$ 56.00	
Retaining Wall; Cast-in-Place Concrete [\$60.40-\$70]	0	SF	\$ 100.00	
Loop Detector Saw Cut	0	LF	\$ 15.00	
			<b>SUBTOTAL</b>	<b>\$ 708,538</b>
Traffic Items (4%)		0%		
Minor Items (0-25%) (Preservation 10%) (Rehabilitation 15%) (Full Depth Reconstruction 25%)		10%		\$ 70,854
<b>Contract Items</b>			<b>SUBTOTAL</b>	<b>\$ 779,390</b>
Clearing and Grubbing Roadway		0%		
Maint & Protection of Traffic		7%		\$ 54,557
Trafficperson [state or town officer = \$75/hr]	721	HR	\$ 75.00	\$ 54,075
Construction Observation = \$105/hr]	721	HR	\$ 105.00	\$ 75,705
Mobilization (7.5%)		7.5%		\$ 58,454
Construction Staking (1%)		3%		\$ 19,485
Inflation Factor (3% per year)		0%		
			<b>CONSTRUCTION TOTALS</b>	<b>\$ 1,041,686</b>
CONTINGENCIES [<\$5,000,000/10%] [>\$5,000,000/5%]		15%		\$ 156,250
INCIDENTALS [<\$1 million/30%] [\$1-5 million/25%] [\$5-10 million/23%] (overlays 15%)		15%		\$ 156,250
UTILITIES [Overhead]		2%		\$ 20,835
UTILITIES [Underground]		6%		\$ 62,500
Engineering Design		6%		\$ 62,500
Estimated By:			<b>Sub-TOTAL ESTIMATED COST</b>	<b>\$ 1,500,000</b>
Checked By:				
Date of Estimate 5/24/2016			<b>TOTAL ESTIMATED COST</b>	<b>\$ 1,500,000</b>

Project : **Daniels Farm Road Paving**  
Paving (from Rt 25 to Moosehill Road)

Date: 5/26/2017  
Estimate By: FMS  
Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Pavement Reclamation	SY	40,014	1.75	\$ 70,024.50
	Topsoil & Seed	sy	17234	13.00	\$ 224,042.00
	Asphalt Installation (6") (including line striping)	sy	40014	38.09	\$ 1,524,133.26
	Traffic Control	ls	1	145000.00	\$ 145,000.00
					\$ -
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ 1,963,199.76</b>

**ALLOWANCES**

Pipe Video Inspection		ALLOWANCE		\$ -
Drainage repairs		ALLOWANCE		\$ -
CB Tops	EA	6	600.00	\$ -
Reset manhole tops	EA	4	500.00	\$ -
				\$ -
<b>ALLOWANCE SUBTOTAL =</b>				<b>\$ -</b>

**UNIT PRICE + ALLOWANCE = \$ 1,963,199.76**

**LUMP SUM ITEMS**

Design				\$ -
Inspection				\$ -
Layout				\$ -
<b>LUMP SUM SUBTOTAL =</b>				<b>\$ -</b>

**SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM = \$ 1,963,199.76**

**CONTINGENCY AND INCIDENTALS**

Contingency & Incidents (10% x (Unit Price + Allowances + Lump Sum ))	\$ 196,320.00
<b>TOTAL =</b>	<b>\$ 2,159,519.76</b>

**ADD 3% ESCALATION PER YEAR - IF COMPLETED IN 2018 = \$ 2,224,305.00**

Unit Cost	\$ / SY
	\$ / SF







**EXHIBIT F**

**5 Year Capital Plan  
Information Technology**

<b>Year</b>	<b>Request</b>
2017	\$ 262,000.00
2018	\$ 400,000.00
2019	\$ 340,000.00
2020	\$ 20,000.00
2021	\$ 8,000.00

<b>Project</b>	<b>Year Installed</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Expected Year</b>
Email Archive	TBD 2016		\$ 8,000.00	2021
Datto	4/20/2015		\$ 20,000.00	2020
MDTs	11/23/2014		\$ 240,000.00	2019
Core Switch	4/28/2014		\$ 100,000.00	2019
Virtual Desktop Workstations	N/A		\$ 325,000.00	2018
Meraki	4/29/2013		\$ 75,000.00	2018
Virtual Server	7/1/2012		\$ 200,000.00	2017
Exchange Server Cluster	N/A		\$ 30,000.00	2017
SQL Server Cluster	N/A		\$ 32,000.00	2017

**EXHIBIT G**













**TOWN OF TRUMBULL  
PROPOSED CAPITAL IMPROVEMENT PLAN  
CALENDAR YEARS 2017- 2021**

	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>CY 2020</b>	<b>CY 2021</b>	<b>TOTAL</b>
Roadways	4,497,635	5,926,136	3,491,560	2,715,075	3,100,131	\$ 19,730,537
Public Facilities	11,731,450	2,632,000	1,177,610	1,046,100	90,000	\$ 16,677,160
Parks Improvements	3,015,100	1,578,000	1,846,000	1,336,000	1,700,000	\$ 9,475,100
Fleet & Equipment	444,500	404,500	629,500	359,500	329,500	\$ 2,167,500
Other	6,612,590	3,114,402	4,434,600	912,800	5,000	\$ 15,079,392
Enterprise	975,000	5,256,500	9,266,000	11,520,000	8,405,000	\$ 35,422,500
<b>TOTAL*</b>	<b>\$ 27,276,275</b>	<b>\$ 18,911,538</b>	<b>\$ 20,845,270</b>	<b>\$ 17,889,475</b>	<b>\$ 13,629,631</b>	<b>\$ 98,552,189</b>

Five-Year Total

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

**NOTE: DOES NOT INCLUDE BOE. THE BOARD OF EDUCATION WILL PRESENT THEIR PLAN NEXT MONTH.**

	CY 2017 Capital Plan PLANNED	CY 2018 Capital Plan PLANNED	CY 2019 Capital Plan PLANNED	CY 2020 Capital Plan PLANNED	CY 2021 Capital Plan PLANNED	TOTAL Capital Plan 2017-2021
<b><u>Roadways</u></b>						
Roadway Paving	4,497,635	5,926,136	3,491,560	2,715,075	3,100,131	19,730,537
<b>TOTAL ROADWAYS</b>	<b>4,497,635</b>	<b>5,926,136</b>	<b>3,491,560</b>	<b>2,715,075</b>	<b>3,100,131</b>	<b>19,730,537</b>
<b><u>Public Facilities</u></b>						
Trumbull Library	210,750	650,000	282,610	195,000	90,000	1,428,360
Town Hall	1,785,700	-	-	561,100	-	2,346,800
Town Hall Annex	-	20,000	-	-	-	20,000
Police Headquarters	795,000	300,000	60,000	115,000	-	1,270,000
Senior Center	8,000,000	12,000	35,000	-	-	8,047,000
Public Works Yard	406,000	900,000	800,000	175,000	-	2,281,000
EMS Building	154,000	750,000	-	-	-	904,000
Health Department	130,000	-	-	-	-	130,000
Transfer Station	250,000	-	-	-	-	250,000
<b>TOTAL PUBLIC FACILITIES</b>	<b>11,731,450</b>	<b>2,632,000</b>	<b>1,177,610</b>	<b>1,046,100</b>	<b>90,000</b>	<b>16,677,160</b>
<b><u>Parks Improvements</u></b>						
Athletic Fields	1,825,000	300,000	1,200,000	-	1,200,000	4,525,000
Irrigation	-	25,000	60,000	25,000	-	110,000
Parks	56,000	120,000	56,000	56,000	500,000	788,000
Paving	1,134,100	1,133,000	280,000	855,000	-	3,402,100
Pool	-	-	250,000	-	-	250,000
Tennis	-	-	-	400,000	-	400,000
<b>TOTAL PARKS IMPROVEMENTS</b>	<b>3,015,100</b>	<b>1,578,000</b>	<b>1,846,000</b>	<b>1,336,000</b>	<b>1,700,000</b>	<b>9,475,100</b>
<b><u>Fleet &amp; Equipment</u></b>						
EMS	-	45,000	200,000	-	-	245,000
Highway	444,500	359,500	359,500	359,500	329,500	1,852,500
Parks	-	-	70,000	-	-	70,000
<b>TOTAL FLEET &amp; EQUIPMENT</b>	<b>444,500</b>	<b>404,500</b>	<b>629,500</b>	<b>359,500</b>	<b>329,500</b>	<b>2,167,500</b>
<b><u>Other</u></b>						

	CY 2017 Capital Plan PLANNED	CY 2018 Capital Plan PLANNED	CY 2019 Capital Plan PLANNED	CY 2020 Capital Plan PLANNED	CY 2021 Capital Plan PLANNED	TOTAL Capital Plan 2017-2021
Economic Development	1,617,000	2,140,000	400,000	-	-	4,157,000
Engineering	4,353,590	574,402	3,694,600	892,800	5,000	9,520,392
Information Tech	262,000	400,000	340,000	20,000	-	1,022,000
Other Projects	380,000	-	-	-	-	380,000
<b>TOTAL VARIOUS</b>	<b>6,612,590</b>	<b>3,114,402</b>	<b>4,434,600</b>	<b>912,800</b>	<b>5,000</b>	<b>15,079,392</b>
<b><u>Enterprise*</u></b>						
WPCA	935,000	4,976,500	9,266,000	9,520,000	8,405,000	33,102,500
Golf	40,000	280,000	-	2,000,000	-	2,320,000
<b>TOTAL WPCA</b>	<b>975,000</b>	<b>5,256,500</b>	<b>9,266,000</b>	<b>11,520,000</b>	<b>8,405,000</b>	<b>35,422,500</b>
<b>GRAND TOTAL</b>	<b>27,276,275</b>	<b>18,911,538</b>	<b>20,845,270</b>	<b>17,889,475</b>	<b>13,629,631</b>	<b>98,552,189</b>

			CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan				
<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>					
Roadways	Paving	Camelot Dr	58,049				
Roadways	Paving	Fariview Ave	341,840				
Roadways	Paving	Frost Hill Rd	74,981				
Roadways	Paving	Harvest Hill Road - Culvert	200,000				
Roadways	Paving	Harvester Rd	172,002				
Roadways	Paving	Lauderdale Dr	151,802				
Roadways	Paving	Pine St	181,703				
Roadways	Paving	Pinewood Trail	311,208				
Roadways	Paving	Prospect Ave	98,051				
Roadways	Paving	Spruce St	84,138				
Roadways	Paving	Tulip St	23,740				
Roadways	Paving	West Wind Rd	59,865				
Roadways	Paving	Williams Road	1,410,256				
Roadways	Paving	Drainage Allowance	800,000				
Roadways	Paving	Video Inspection	45,000				
Roadways	Paving	Birch Street		102,122			
Roadways	Paving	Harvest Hill Road		139,346			
Roadways	Paving	Brewster Place		148,808			
Roadways	Paving	Chestnut Street		111,213			
Roadways	Paving	Fairchild Road/Circle		290,548			
Roadways	Paving	Garden Street		61,454			
Roadways	Paving	Grove Street		317,562			
Roadways	Paving	Middlebrooks Ave (Design in 2017)	300,000	1,391,994			
Roadways	Paving	Orchard Street		191,510			
Roadways	Paving	Whippoorwill Lane		38,479			
Roadways	Paving	Wilmington Avenue		48,100			
Roadways	Paving	Bassick Road			99,120		
Roadways	Paving	Beachcroft Ln			52,728		
Roadways	Paving	Beech Rd			265,675		
Roadways	Paving	Cedar St			96,523		
Roadways	Paving	Cemetery Dr			113,553		
Roadways	Paving	Center Rd			51,012		
Roadways	Paving	Colony Ave			487,347		
Roadways	Paving	Hickory St			160,065		
Roadways	Paving	Indian Rd			44,201		
Roadways	Paving	Intervale Rd			21,972		
Roadways	Paving	Inwood Road			288,001		

			CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan				
CATEGORY	DESCRIPTION	LOCATION					
Roadways	Paving	Lawn Cir			26,940		
Roadways	Paving	Madison Avenue		2,900,000			
Roadways	Paving	Maple St			123,292		
Roadways	Paving	Morris Ave			130,224		
Roadways	Paving	Old Barn Rd (Section A)			71,042		
Roadways	Paving	Old Barn Rd (Section B)			32,887		
Roadways	Paving	Old Elm Rd			60,568		
Roadways	Paving	Paulina Pl			69,407		
Roadways	Paving	Randolph Pl			28,551		
Roadways	Paving	Shelton Rd			650,000		
Roadways	Paving	Soundview Ave			160,707		
Roadways	Paving	Springwood Drive			93,242		
Roadways	Paving	Stonewall Ln			19,541		
Roadways	Paving	Turner Ave			159,962		
Roadways	Paving	Bolin Cir				29,835	
Roadways	Paving	Brian Drive				119,379	
Roadways	Paving	Buttonwood Dr				91,395	
Roadways	Paving	Ceil Rd				241,881	
Roadways	Paving	Eddie Rd				51,884	
Roadways	Paving	Garland Cir				95,865	
Roadways	Paving	Highland Rd				49,697	
Roadways	Paving	Jean Terrace				55,402	
Roadways	Paving	Mt. Pleasant Drive				218,456	
Roadways	Paving	November Ln				30,121	
Roadways	Paving	Park Ave				217,743	
Roadways	Paving	Plumtree Lane				311,935	
Roadways	Paving	Rocky Hill Rd				378,809	
Roadways	Paving	Rocky Hill Terrace				202,792	
Roadways	Paving	Waller Rd				192,341	
Roadways	Paving	Wendy Road				242,540	
Roadways	Paving	Beech Tree Cir					48,054
Roadways	Paving	Bob White Ln					71,046
Roadways	Paving	Bonazzo Drive					84,396
Roadways	Paving	Caroline Street					69,043
Roadways	Paving	Foster Ave					32,240
Roadways	Paving	Hillcrest Rd					145,913
Roadways	Paving	Hillston Rd					232,914

			CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan				
<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>					
Roadways	Paving	Leffert Rd					257,725
Roadways	Paving	Oakridge Rd					463,547
Roadways	Paving	Pauline St					62,921
Roadways	Paving	Quail Tr					188,527
Roadways	Paving	Reiner Cir					
Roadways	Paving	Reiner Dr					123,576
Roadways	Paving	Ridgebury Dr					87,255
Roadways	Paving	Rocky Ridge Dr					293,299
Roadways	Paving	Rolling Wood Dr					269,066
Roadways	Paving	Russ Rd					122,520
Roadways	Paving	Stella St					145,470
Roadways	Paving	Unity Dr					99,355
Roadways	Paving	Vazzano Pl					70,186
Roadways	Paving	Wildflower Ln					48,078
Roadways	Paving	Drainage	150,000	150,000	150,000	150,000	150,000
Roadways	Paving	Video Inspection for Plan Year Roads	35,000	35,000	35,000	35,000	35,000
		<b>GRAND TOTAL</b>	<b>4,497,635</b>	<b>5,926,136</b>	<b>3,491,560</b>	<b>2,715,075</b>	<b>3,100,131</b>

BUILDING	CATEGORY	DESCRIPTION	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
Trumbull Library	Site Construction	Parking Lot Expansion for 35 spaces	110,000				
Trumbull Library	Site Construction	Library Expansion off of Community Room (Design/Constr)	100,750	500,000			
Trumbull Library	Masonry	Water-Proofing Brick Surfaces	-	105,000			
Trumbull Library	Thermal & Moisture Protection	Repointing & Sealing Joints	-	45,000			
Trumbull Library	Doors & Windows	Window Replacement	-	-			90,000
Trumbull Library	Mechanical	Fire Spinkler System	-		210,000		
Trumbull Library	Misc	Fire/Security Alarm System	-		37,610		
Trumbull Library	Misc	Motion Detectors/Cameras Entry System	-		35,000		
Trumbull Library	Misc	Bathroom Renovations	-			195,000	
<b>Total Trumbull Library</b>			<b>210,750</b>	<b>650,000</b>	<b>282,610</b>	<b>195,000</b>	<b>90,000</b>
Town Hall	Construction	Adjacencies Renovations	950,000				
Town Hall	Doors & Windows	Key System	-			40,000	
Town Hall	Finishes	Floor Tiling	-			44,000	
Town Hall	Mechanical	Sanitary Plumbing	-			150,000	
Town Hall	Misc	Bathroom Renovations	-			130,000	
Town Hall	Misc	Fire/Security Alarm System	100,000				
Town Hall	Misc	Telephone system	600,000				
Town Hall	ADA Compliance - Tax Collector/Engineering	Service Counter Accessibility Upgrades	70,000				
Town Hall	ADA Compliance - Twn Clerk/Tax Assessor	Service Counter Accessibility Upgrades & Addt'l Space Needs	65,700				
Town Hall	ADA Compliance - Bldg Dept/Fire Marshall	Service Counter Accessibility Upgrades	-			65,700	
Town Hall	ADA Compliance - Planning & Zoning	Service Counter Accessibility Upgrades	-			65,700	
Town Hall	ADA Compliance - Misc	Service Counter Accessibility Upgrades	-			65,700	
<b>Total Town Hall</b>			<b>1,785,700</b>	<b>-</b>	<b>-</b>	<b>561,100</b>	<b>-</b>
Town Hall Annex	Mechanical	Air Conditioning System		20,000			
<b>Total Town Hall Annex</b>			<b>-</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
Police Hdqtrs	Site Construction	Paving	200,000				
Police Hdqtrs	Finishes	Wall Covering	-		60,000		
Police Hdqtrs	Mechanical	Ductwork for Air Outlets	-			45,000	
		HVAC Digital Controls VAV Boxes/ RTU	-				
Police Hdqtrs	Mechanical	Replacement/Occupancy Sensors -UI Partnership**	-	300,000			
Police Hdqtrs	Mechanical	Fan Exhaust System-Firing Range	120,000				
Police Hdqtrs	Misc	Bathroom Renovations	-			70,000	
Police Hdqtrs	Misc	Locker Rm Renovations & Expansion - Construction	475,000				
<b>Total Police Headquarters</b>			<b>795,000</b>	<b>300,000</b>	<b>60,000</b>	<b>115,000</b>	<b>-</b>
Senior Ctr	Masonry	Exterior Walls - Below Ground Level	-	12,000			
Senior Ctr	Masonry	Repoint/Clean/Seal Exterior Walls Above Ground Level	-		35,000		
Community Center	Construction	New Community Center-Design	500,000				
Community Center	Construction	New Community Center-Construction	7,500,000				
<b>Total Senior Center</b>			<b>8,000,000</b>	<b>12,000</b>	<b>35,000</b>	<b>-</b>	<b>-</b>
Public Works Yard	Building #4 & #5	Replacement - Garages/Maintenance Bldg	-	900,000			
Public Works Yard	Building #2 & #3	Replacement - Long Garage/Single Bay Garage	-		800,000		

			CY 2017 Capital Plan	CY 2018 Capital Plan	CY 2019 Capital Plan	CY 2020 Capital Plan	CY 2021 Capital Plan
<b>BUILDING</b>	<b>CATEGORY</b>	<b>DESCRIPTION</b>					
Public Works Yard	Building #10	Replacement - Wash Bay		-	-	175,000	-
Public Works Yard	Town Yard Complex	Retrofitting and Land Improvements	150,000				
Public Works Yard	Communications	High Frequency Radio System	256,000				
		<b>Total Public Works Yard</b>	<b>406,000</b>	<b>900,000</b>	<b>800,000</b>	<b>175,000</b>	<b>-</b>
EMS Building	Site Construction	Bay Expansion	100,000	-	-	-	-
EMS Building	Site Construction	Reconfiguration/Expansion	-	750,000	-	-	-
EMS Building	Mechanical	RTU Replacement / UI Partnership**	54,000	-	-	-	-
		<b>Total EMS Building</b>	<b>154,000</b>	<b>750,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
Health Dept.	Thermal and Moisture Protection	Roof Replacement	130,000	-	-	-	-
		<b>Total Health Department</b>	<b>130,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Transfer Station	Site Construction	Structural Repairs	50,000				
Transfer Station	Site Construction	Road Widening	200,000				
		<b>Total Transfer Station</b>	<b>250,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>GRAND TOTAL</b>	<b>11,731,450</b>	<b>2,632,000</b>	<b>1,177,610</b>	<b>1,046,100</b>	<b>90,000</b>
**Project to be funded mainly through UI Partnership.							

			CY 2017 Capital Plan	CY 2018 Capital Plan	CY 2019 Capital Plan	CY 2020 Capital Plan	CY 2021 Capital Plan
<b>CATEGORY</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>					
Athletic Fields	THS	Artificial Field - Varsity Soccer Field Construction	1,200,000				
Athletic Fields	Indian Ledge	Turf Mat Replacement (previously funded playground)	625,000				
Athletic Fields	TBD	New Construction of Artificial Field			1,200,000		
Athletic Fields	TBD	Artificial Athletic Turf					1,200,000
Athletic Fields	Indian Ledge	Field Lighting Renovation		300,000			
		<b>Total Athletic Fields</b>	<b>1,825,000</b>	<b>300,000</b>	<b>1,200,000</b>	<b>-</b>	<b>1,200,000</b>
Irrigation	Indian Ledge	Softball Field Irrigation		25,000			
Irrigation	Twin Brooks	Irrigation (replacement)				25,000	
Irrigation	Long Hill/ Nothnagle	Irrigation (NEW)			60,000		
		<b>Total Irrigation</b>	<b>-</b>	<b>25,000</b>	<b>60,000</b>	<b>25,000</b>	<b>-</b>
Parks	Various Locations	Pavillion Roof Replacements (4)		64,000			
Parks	Twin Brooks	Dredging					500,000
Parks	Various Locations	Rest Room Upgrades - Roof, Lighting & Plumbing (7)	56,000	56,000	56,000	56,000	
		<b>Total Parks</b>	<b>56,000</b>	<b>120,000</b>	<b>56,000</b>	<b>56,000</b>	<b>500,000</b>
Paving	Indian Ledge	Drainage Repairs / Rail / Removal of Material	330,000				
Paving	Indian Ledge	Paving	254,100				
Paving	Unity Park	Drainage / Paving	300,000	858,000			
Paving	Twin Brooks	Drainage / Paving	250,000	275,000	280,000	855,000	
		<b>Total Paving</b>	<b>1,134,100</b>	<b>1,133,000</b>	<b>280,000</b>	<b>855,000</b>	<b>-</b>
Pools	Tashua Pool	Filter House Roofing/Siding			50,000		
Pools	Tashua Pool	Pool Deck Replacement			75,000		
Pools	Tashua Pool	Pool Liner			125,000		
		<b>Total Pools</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>-</b>	<b>-</b>
Tennis	Tashua	Tennis Court Replacement				400,000	
		<b>Total Tennis</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>-</b>
		<b>GRAND TOTAL</b>	<b>3,015,100</b>	<b>1,578,000</b>	<b>1,846,000</b>	<b>1,336,000</b>	<b>1,700,000</b>

DEPT	PLATE	Make	MODEL / DESCRIPTION	YEAR	VIN	CY 2017 Capital Plan	CY 2018 Capital Plan	CY 2019 Capital Plan	CY 2020 Capital Plan	CY 2021 Capital Plan
			Ambulance					200,000		
			ALS Cardiac Monitor				45,000			
			<b>EMS Total</b>			-	45,000	200,000	-	-
EMS										
Highway	60TR	INTERNATIONAL	SNOWPLOW/SANDER	1992		189,500	189,500	189,500	189,500	189,500
Highway		CATERPILLAR	BACKHOE 1 1/2 CY	NEW		255,000				
Highway	101TR	KENWORTH	T800B-TRI-AXLE	1997	1NKDX2TX9VJ739062		170,000			
Highway	59TR	KENWORTH	T800B TRI-AXLE TRUCK	1998	INKDX2TX7WJ764608			170,000		
Highway	127TR	KENWORTH	TRI-AXLE-DUMP TRUCK	1999	INKDX6TX5XJ820277				170,000	
Highway	44TR	KENWORTH	T300 MEDIU TRUCK (HOOKLIFT TRUCK)	1996	2NKMHY7X02M888944					140,000
			<b>Highway Total</b>			444,500	359,500	359,500	359,500	329,500
Parks		TORO	Groundsmanager 4700		#53			70,000		
			<b>Parks Total</b>			-	-	70,000	-	-
			<b>GRAND TOTAL</b>			444,500	404,500	629,500	359,500	329,500

CATEGORY	LOCATION	DESCRIPTION	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
Economic Development	Rails to Trails	Section B - Trumbull Center - Construction*	1,200,000				
Economic Development	Rails to Trails	Section B - Trumbull Center - Construction Admin.	250,000				
Economic Development	Trumbull Center	Study, Design and Specs - TC Boulevard Project	125,000	125,000			
Economic Development	Rails to Trails	Connection Indian Ledge - Design		65,000			
Economic Development	Rails to Trails	Connection Indian Ledge - Construction			400,000		
Economic Development	Long Hill Green	Modernization of Long Hill Green**	30,000	450,000			
Economic Development	Long Hill Green	Underground Utility Project***	12,000	1,500,000			
<b>Economic Development Total</b>			<b>1,617,000</b>	<b>2,140,000</b>	<b>400,000</b>	<b>-</b>	<b>-</b>
Engineering	Colony Road	Sedimentation Removal Construction		387,402			
Engineering	Lake Ave	Sedimentation Removal Construction	425,000				
Engineering	Daniels Farm Road	Drainage Improvements	1,500,000				
Engineering	Daniels Farm Road	Roadway Improvements	2,159,990				
Engineering	Town Wide Bridges-Spring Hill Rd	Design/Construction/Inspections	54,100		109,500	112,800	
Engineering	Town Wide Bridges-Brock Street	Design/Construction (2 Phases)	14,500		85,100		
Engineering	Town Wide Bridges-Old Town Rd	Design/Construction/Inspections		156,000		780,000	5,000
Engineering	Town Wide Bridges-Old Mine Rd	Design/Construction/Inspections		16,000			
Engineering	Town Wide Bridges-Old Dike Rd	Design/Construction/Inspections		15,000			
Engineering	Old Town Road	Roadway Improvement/Design/Construction	200,000		3,500,000		
<b>Engineering Total</b>			<b>4,353,590</b>	<b>574,402</b>	<b>3,694,600</b>	<b>892,800</b>	<b>5,000</b>
Information Tech	Town Network	Virtual Server Upgrade (replacement for 2012)	200,000				
Information Tech	Town Network	Exchange Server Cluster (new for disaster mitigation)	30,000				
Information Tech	Town Network	SQL Server Cluster (new for disaster mitigation)	32,000				
Information Tech	Town Network	Meraki Wifi Update (2013)		75,000			
Information Tech	Town Network	Virtual Desktop Workstations		325,000			
Information Tech	Town Network	MDT replacement (2014)			240,000		
Information Tech	Town Network	Core Switch replacement (2014)			100,000		
Information Tech	Town Network	Datto cloud backup (2015)				20,000	
<b>Information Tech Total</b>			<b>262,000</b>	<b>400,000</b>	<b>340,000</b>	<b>20,000</b>	<b>-</b>
Other Projects	Other Town Buildings	Bldg Security/Cameras & Entry System	30,000				
Other Projects	Pequonnock River Trail	Rest Building****	350,000				
<b>Other Projects Total</b>			<b>380,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL</b>			<b>6,612,590</b>	<b>3,114,402</b>	<b>4,434,600</b>	<b>912,800</b>	<b>5,000</b>
<p>* Rails to Trails Section B, Trumbull Ctr: Construction Svcs. Federally Funded at 80% of \$1,200,000, Town portion \$240,000.  **Main Street Innovation, STEAP and Small Cities grants will be pursued for improvements. Planning funds will improve success securing alternative revenue to support project  ***Underground Utility project requires planning study prior to construction by law.  **** STEAP Grant pending</p>							

CATEGORY	LOCATION	DESCRIPTION	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
			Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
WPCA	Various Roads	Town Wide Repairs	150,000	150,000	175,000	200,000	225,000
WPCA	Town Wide	Flow Discharge Alternative	200,000	500,000	1,000,000	1,000,000	1,100,000
WPCA	Town Wide	Emergency Bypass Forcemain Connection	70,000	70,000	75,000	80,000	80,000
WPCA	Old Town Pump Station	Replace Generator	65,000				
WPCA	Reservoir Ave Pump Station	Pump Station Design	250,000				
WPCA	Park Avenue Pump Station	Rehabilitation	200,000				
WPCA	Beardsley Pump Station	Pump Station Replacement		2,506,500			
WPCA	Various Roads	Town Wide Leak Repairs		250,000	275,000	300,000	350,000
WPCA	Park Ave Pump Station	Pump Station Replacement			2,000,000		
WPCA	Reservoir Ave Pump Station	Pump Station Replacement				1,940,000	
WPCA	Merritt Boulevard Pump Station	Pump Station Design					150,000
WPCA	Whitney Ave Pump Station	Pump Station Upgrades Design			241,000		
WPCA	Contract V	Sanitary Sewer Design and Construction		1,500,000	5,500,000	6,000,000	6,500,000
		<b>Total WPCA</b>	<b>935,000</b>	<b>4,976,500</b>	<b>9,266,000</b>	<b>9,520,000</b>	<b>8,405,000</b>
GOLF	Tashua Knolls	Building HVAC and Fire Suppression Replacement		30,000			
GOLF	Tashua Knolls	Electrical Service Upgrade	40,000				
GOLF	Tashua Knolls	Golf Maintenance Facility		250,000			
GOLF	Tashua Knolls	Irrigation System Replacement				2,000,000	
		<b>Total Golf</b>	<b>40,000</b>	<b>280,000</b>	<b>-</b>	<b>2,000,000</b>	<b>-</b>
		<b>GRAND TOTAL</b>	<b>975,000</b>	<b>5,256,500</b>	<b>9,266,000</b>	<b>11,520,000</b>	<b>8,405,000</b>



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3189

June 20, 2016

The Honorable Timothy M. Herbst  
First Selectman  
Town of Trumbull  
Town Hall - 2<sup>nd</sup> Floor  
5866 Main Street  
Trumbull, Connecticut 06611

Dear First Selectman Herbst:

Subject: Project No. L144-0002  
Rehabilitation of Strobel Road  
Town of Trumbull  
Local Transportation Capital Improvement Program (LOTICIP)  
Commitment to Fund

The Department of Transportation (Department) has received the revised LOTICIP application prepared by the Town of Trumbull (Municipality) and submitted through the Connecticut Metropolitan Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTICIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Rights of Way:	\$ 130,000
Contract items:	\$ 4,419,641
Contingencies:	\$ 441,964
<u>Incidentals to Construction:</u>	<u>\$ 441,964</u>
Total Funding Commitment:	\$ 5,433,569

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines* dated March 2016, as may be revised. The guidelines are available on the Department's LOTICIP web page at [www.ct.gov/dot/lotcip](http://www.ct.gov/dot/lotcip).

2. The project costs identified in this Commitment to Fund are based on estimates provided by the Municipality and are endorsed by the COG. These costs are to be considered capped until adjustment based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.
3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.
4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.
5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality is responsible for the acquisition of all environmental permits that may be required for this project.
2. This project is anticipated to require right of way acquisitions. In the application materials, the Municipality indicated its intent that the right of way acquisition activities for the project be performed by the Municipality. All right of way acquisitions are to be performed in accordance with the LOTCIP guidelines.

All matters relative to right of way for this project are to be coordinated through the following Department contact:

Mr. Robert W. Ike  
Supervising Property Agent  
(860) 594-2444  
[Robert.Ike@ct.gov](mailto:Robert.Ike@ct.gov)

3. This project is anticipated to require utility relocations. Coordination with utility companies who have facilities in the project area, as well as with any utilities that currently do not have facilities present but may have plans to expand service to the area, should begin early in the design process.

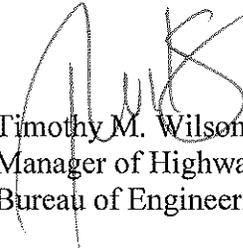
Please be informed that in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may

need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately thirty (30) days. The results will be forwarded to the Municipality and the COG when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

Should you have any questions, please contact Mr. William Grant at (860) 594-3229 or by e-mail at [William.E.Grant@ct.gov](mailto:William.E.Grant@ct.gov).

Very truly yours,



Timothy M. Wilson, P.E.  
Manager of Highway Design  
Bureau of Engineering and Construction

cc: Mr. Frank Smeriglio, P.E., Town Engineer, Town of Trumbull  
Mr. Brian Bidoli, Executive Director, Connecticut Metropolitan Council of Governments

Accepted by: \_\_\_\_\_  
The Honorable Timothy M. Herbst  
First Selectman

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

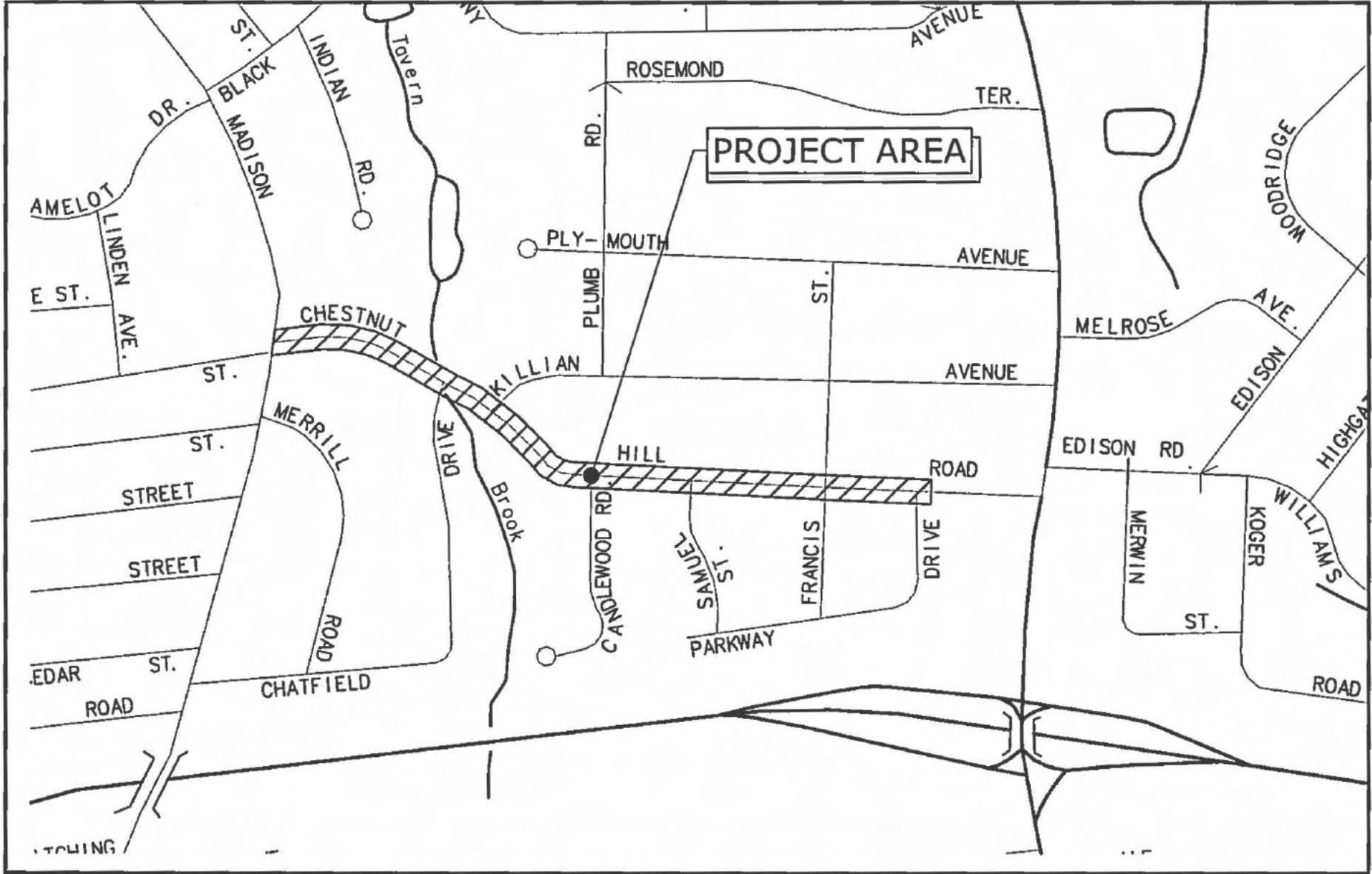
**Town of Trumbull**  
**LOTICIP Application for Chestnut Hill Road**

Table of Contents

Vicinity Plan

1. LOTICIP Application
2. Supplemental sheets for LOTICIP Application
3. Connecticut Department of Transportation Bicycle and Pedestrian Travel Assessment Needs Form
4. Supplemental sheets for Bicycle and Pedestrian Travel Assessment Needs Form
5. Opinion of Probable Construction Cost
6. Project Photographs
7. Pavement Evaluation
8. Conceptual Plan

Apr 22, 2016-12:16pm Plotted By: JC91  
Tighe & Bond, Inc. J:\T\10196\LOT\IP Applications\Chestnut Hill and Blackhouse\Drawing\Sheet\Project Location Map.dwg



CHESTNUT HILL ROAD  
TRUMBULL, CT  
**SITE LOCATION MAP**



1" = 500'

FIGURE 1



**Connecticut Department of  
Transportation**



**Local Transportation Capital  
Improvement Program Application**

Municipality:	Trumbull	RPO:	METROCOG
Route/Road:	Chestnut Hill Road		
Project Title:	Rehabilitation of Chestnut Hill Road		
Roadway Functional Classification (if applicable):	Collector Road		
RPO Contact Information:	Brian T. Bidolli	Executive Director	
	Name	Title	
	203-366-5405	bbidolli@ctmetro.org	
	Phone Number	Email	
Municipal Contact Information:	Frank Smeriglio	Town Engineer	
	Name	Title	
	203-452-5050	fsmeriglio@trumbull-ct.gov	
	Phone Number	Email	

The applicant must answer the questions below which are intended to address basic issues about existing conditions, project management, project costs, impacts on private property, utilities, wetlands, etc. **You may provide your answer in the space provided below or submit separate answer sheets. It is important that the application be as thorough as possible as missing information will delay the review process. All project-related sections must be completely filled out or the application will be returned and will require resubmittal.**

The intent of the application is to establish eligibility, service life, and to ensure the municipality is considering all pertinent aspects associated with major infrastructure improvements consistent with the purpose and need of the project.

**(A) Project Information**

1. Select the type of proposed improvement (select all that apply):

**Please note: The entire application must be completed for all projects in addition to any necessary supplemental sections (K through P) as determined by the type of project.**

- Roadway Geometric Improvement
- Stand-Alone Sidewalk Construction
- Bicycle/Pedestrian Improvement, including Multi-Use Trail Facilities
- Intersection Improvement

Provide additional information as required in section K

- Bridge Rehabilitation/Replacement

Provide additional information as required in section L

- Major Drainage Improvement

Provide additional information as required in section M

- Pavement Structure Improvement

Provide additional information as required in section N

- Traffic Signal Replacement/Upgrade/New Installation/Coordination

Provide additional information as required in section O

- Other (please specify): \_\_\_\_\_

Provide additional information as required in section P

2. Describe the purpose and need of the project. Please include specific information and describe in enough detail for those unfamiliar with the project. Provide a range of digital photographs to document the existing conditions and support the purpose and need.

The purpose and need of the Project is to improve the deteriorated pavement and roadway base material along Chestnut Hill Road from its intersection with Madison Avenue to its intersection with Parkway Drive. Additionally, portions of the existing drainage system will be replaced along with the installation of additional catch basins and drainage pipe to minimize ponding on the roads in areas without drainage structures.

3. Provide a project description and specifically describe how the proposed improvements address the purpose and need. What alternates were considered?

See attached supplemental sheets

4. Provide concept plans of the proposed improvement. The plans must be sufficiently developed and provide enough detail on a scaled drawing (including aerial photography base mapping if possible) to identify the following:
- a. Project location
  - b. Limits of project
  - c. Approximate limits and extent of any pavement widening or realignment
  - d. Proposed number of lanes, widths, and arrangements
  - e. Approximate limits and extent of any anticipated ROW acquisitions (based on available ROW information from Assessors maps, GIS data, etc.)
  - f. Structures (i.e. Retaining walls, bridges)
  - g. Watercourses
  - h. Typical Cross Section including lane and shoulder widths, pavement structure, etc.

5. Have the improvements at this location been submitted to the Department previously for funding?  No  Yes

If yes, when? \_\_\_\_\_

6. Does the project impact any State-owned Facilities (i.e. roads, bridges, etc.)?  No  Yes

If yes, describe the impacts:

7. In the area of the project, are there any known proposed developments?

No     Yes

If yes, describe the proposed developments:

8. Design Standards to be used:

Established municipal standards

AASHTO Policy on Geometric Design of Highways and Streets

Connecticut Department of Transportation Highway Design Manual

AASHTO LRFD Bridge Design Specifications and Connecticut Department of Transportation Bridge Design Manual

Other, please specify: \_\_\_\_\_

### **(B) Rights of Way**

1. Are any Right of Way (ROW) impacts anticipated?  No     Yes

If yes, describe the nature, extent, and type of impacts:

2. If ROW acquisitions will be required, who does the municipality plan to have perform acquisition activities?

Municipal staff     Consultant hired by municipality     State

3. If ROW acquisitions are to be performed by the Municipality's staff or their consultant, will the municipality be seeking reimbursement for ROW costs?

No     Yes

### (C) Utilities

1. List all utilities within the project area, including their owners.

<u>Overhead</u>	<u>Underground</u>
United Illuminating	Aquarion Water Company
Frontier Communications	Southern Gas Company
Charter Communications	

2. Are any utility impacts anticipated?  No  Yes

If yes, explain the nature and extent of the impacts:

**Note:** Costs associated with utility betterments/upgrades that are not required to accommodate the proposed transportation improvement are not eligible project costs.

3. Have the utility companies identified any plans to expand or improve existing utilities that would compromise the service life of the proposed improvements?

No  Yes

If yes, describe any proposed improvements and their schedule:

### (D) Storm water drainage system and under drains

1. Do any existing storm water drainage problems exist?  No  Yes

If yes, describe the problem(s):

There are sections of the road where no drainage structures exist. Catch basins and pipe will be installed in these areas to facilitate proper drainage.

2. Is any storm water drainage system work anticipated, including any new or modified drainage outlets?  No  Yes

If yes, explain the nature and extent of the improvements:

All existing catch basins and pipe crossings will be replaced. There are also additional areas along Chestnut Hill Road that do not contain any drainage structures where catch basins and associated pipe network will be installed. There are no new outlets included in the work.

3. Are there any existing watercourse crossings that are proposed to be modified, rehabilitated, or replaced as part of the project?  No  Yes

If yes, indicate the type of improvement needed and the reason for it. Please also indicate if any existing watercourse crossings have inadequate hydraulic capacity:

### (E) Rail Crossings

1. Are there any railroad crossings that are likely to be impacted as part of the project?

No  Yes  
 At-grade  
 Grade separated

If yes, describe impacts and any necessary modifications:

### (F) Pedestrian/Bicycle Safety and Mobility

1. Complete and attach the Department's Bicycle and Pedestrian Needs Assessment Form to this application (a copy of this form is included in Appendix C). In accordance with Connecticut General Statutes, Section 13a – 153f, and the Department's focus on accommodating non-motorized travel modes, accommodation of all users shall be a routine part of the planning, design, construction, and operating activities of all highways. The need for inclusion of accommodations for bicyclists and pedestrians, including those with disabilities, must be reviewed for every project, regardless of funding source.

## **(G) Traffic**

See attached "Chestnut Hill Road Reclamation LOTCIP Application: Traffic Information" memorandum dated 2/18/16.

The information below needs to be provided or reviewed (as specified) by the designer for all project types except for stand-alone sidewalk projects and bicycle/pedestrian improvements, and multi-use trail facilities that do not involve pedestrian crossings

### 1. Volumes

Provide existing and 20-year Projected ADTs and Turning Volumes. Refer to the Preliminary Engineering/Preliminary Design section for guidance on traffic volumes.

### 2. Accident Experience

Provide a summary of accident experience (most current three years data. An accident diagram is preferred.)

### 3. Traffic Signals

Review the existing traffic signal plans for projects involving signalized intersections

### 4. Speed Data

Provide 85<sup>th</sup> percentile speeds in the project area

Provide all posted speed limits in the project area

## **(H) Environmental Resource Involvement**

Refer to Application Process/Preliminary Project Submittals - Information Provided by the Department for more information.

### 1. Parks, Cemeteries, Historic Structures

- a. Are there any parks, cemeteries, or historic structures that are likely to be affected by the project?  No       Yes

If yes, describe the type and extent of the anticipated impact.

2. Wetlands

- a. Are there any wetlands that are likely to be affected by the project?

No     Yes

If yes, describe the type and extent of the anticipated impact.

3. Hazardous or Contaminated Sites

- a. Has the potential for hazardous or contaminated sites and materials in the project area been investigated?  No     Yes

If yes, describe the type and extent of the anticipated impact.

**(I) Public Involvement**

Refer to Preliminary Engineering/Project Design - Public Involvement section for more information.

1. Has public involvement been conducted?  No     Yes

If yes, was there significant public opposition to the project? Describe below:

**(J) Cost Estimate**    See attached supplemental sheets

Attach a preliminary cost estimate identifying:

1. Rights of Way
2. Approximate quantities and assumed unit prices of the major contract items
3. An allowance for minor items

4. Standard lump sum items (i.e. clearing & grubbing, mobilization, construction staking, maintenance & protection of traffic) as applicable
5. Eligible Utility Relocation Costs (in accordance with CGS13a-98f)
6. Incidentals to Construction, i.e. construction inspection, materials testing (10% of items 2, 3, and 4 above)
7. Contingencies (10% of items 2, 3, 4 above)

Refer to the Department's most current Cost Estimating Guidelines for cost estimate guidance or use town generated unit prices. The anticipated costs for each phase of the project shall be well documented and based on reasonable anticipated costs.

The guidelines are located at: <http://www.ct.gov/dot/cwp/view.asp?a=3194&q=484094>

## **ADDITIONAL INFORMATION TO BE PROVIDED BASED ON IMPROVEMENT TYPE SELECTED IN SECTION (A)1:**

### **(K) Intersection Improvements**      Not Applicable

Capacity Analyses (For build and no-build conditions using existing and projected traffic volumes).\*

### **(L) Bridge Rehabilitation/Replacement**      Not Applicable

Latest Condition Report

### **(M) Major Drainage Improvement**

Material, Age, Hydraulic adequacy assessment of existing drainage system (Condition Report, post-cleaning is preferred)

### **(N) Pavement Structure Improvement**

The level of investigation will be dependent upon the proposed improvements. Cores or test pits must be performed such that a representative sample of the existing roadway condition is obtained. If varying pavement conditions exist along the roadway indicating the possibility of different pavement conditions, a test pit should be performed in each roadway section. Pavement thickness and type, sub-base thickness and type, and the presence of fines and/or groundwater should be noted. Attach the data obtained. If full depth reconstruction is proposed, cores or test pits are not required. See attached boring logs

Approximate percentage of heavy vehicles: less than 5%

What is the existing pavement type, condition, and thickness?

The existing deteriorating bituminous pavement is approximately 5" thick. See attached pictures for additional information about the pavement condition.

What is the anticipated pavement design? Describe the type and depth of each course including the base that is suitable for the ADT and percentage of heavy vehicles. Does it meet current design standards? Describe the cross-section (i.e. lanes and shoulder widths, etc.).

The proposed pavement design consists of an 10" reclaimed base with a 3" course of class 2 bituminous concrete and another 2" course of class 1 bituminous concrete. This design meets current design standards. A typical cross section is included on sheet C2.0 of the Conceptual Plans.

Describe how the service life requirement for the proposed pavement design was determined:

The pavement design was determined using CT DOT's Flexible Pavement Design Tool. The worksheets are attached to this application

#### **(O) Traffic Signal Replacement/Upgrade/New Installation/Coordination**

Who is/will be responsible for ownership, maintenance, and electrical costs

Town of Trumbull

Age of existing signals Not Applicable

Capacity Analyses (For build and no-build conditions using existing and projected traffic volumes).\*

Warrant Analysis for new signals See attached supplemental sheets

#### **(P) Other Not Applicable**

To be determined based on type of improvement proposed

**\*Capacity Analysis:** For the purposes of this application, a simplified analysis may be performed for signalized intersections that do not require detailed assumptions, proprietary software or specialized traffic engineering skills. The "Quick Estimation Method" is described in detail in the 2010 Highway Capacity Manual, with accompanying worksheets that can be completed by hand. A brief description of the method is also described in Section 3.3.6 of the FHWA Signal Timing Manual, where it is referred to as a "Critical Movement Analysis." The relevant section of the FHWA publication can be accessed at: <http://ops.fhwa.dot.gov/publications/fhwahop08024/chapter3.htm#3.3>. This simplified analysis will yield an approximate critical volume/capacity ratio that can be used to assess overall operation of the intersection. The build and no-build conditions should be analyzed for the existing and projected traffic volumes.

## APPLICATION SUBMISSION

This application and supporting documents must be submitted by the municipality to their RPO. At such time when the application is to be forwarded to the Department of Transportation by the RPO, it must be addressed to:

Mr. Hugh H. Hayward, P.E.  
Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

Prepared by: Alfred J Mascia Jr., P.E. Date: \_\_\_\_\_

Name & Title of Responsible P.E. (Municipal or Consultant)

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Signature

Reviewed/Recommended by: Timothy M. Herbst Date: \_\_\_\_\_

Name & Title of Municipal Chief Administrative Officer

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Signature

Endorsed/Recommended by: Brian T. Bidolli Date: \_\_\_\_\_

Name & Title of RPO Executive Director (or equivalent)

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Signature

## **Supplemental sheet for the Chestnut Hill Road LOTCIP Application**

### **Item 3**

The Project area lies within the existing roadway pavement limits. Improvements include:

- Pavement Reclamation on Chestnut Hill Road from Madison Avenue to Parkway Drive to replace the deterioration of the existing pavement
- Minor drainage improvements in select locations includes replacing existing deteriorated pipe with new pipe, installing underdrains along pipe road crossings, and the addition of catch basins and associated pipe in areas where no existing drainage exists.
- New bituminous curbs along its entire length

An alternative to pavement reclamation on Chestnut Hill Road was to reconstruct the entire road. However reclamation of this road will provide longevity (20-25 years) while being more cost effective and timely.

**Project# 13-03: Watershed Based Plan Implementation: Riveredge Restoration, Trumbull (\$40,832.80) 2013§ 319 Work Plan**

**PROJECT TITLE/BRIEF SUMMARY/BASIN LOCATION – Descriptive name and location of the proposed project.**

<b>PROJECT TITLE:</b>	Riveredge Restoration, Old Mine Park		
<b>BRIEF PROJECT SUMMARY:</b> (Keep to three or four sentences long please)	The Riveredge Restoration project will remove 5,063 SF of impervious surface in the parking area of Old Mine Park (Trumbull, CT), located along the Pequonnock River. The parking area will be retrofitted with several water quality BMPs that include a vegetated streamside buffer, a partial retention basin (which will also serve as a wooded picnic/passive recreation area) and porous pavement. The installation of a porous pavement system will provide six parking spaces, including handicapped accessible parking close to the Old Mine Trailhead, and will accommodate users of the adjacent Pequonnock River Trail. This project complements a demonstration Streamside Buffer project that was completed in June of 2012 (through 2011 funding from the Anne Richardson Foundation). The demonstration Streamside Buffer is located adjacent to the proposed project.		
<b>DESCRIBE LOCATION:</b> i.e. town, street, site. <b>Note: A site map must be included with this application. A site map is not necessary if the project is non-site specific or statewide.</b>	Located on Old Mine Road in Trumbull, CT, Old Mine Park is easily accessible from Route 25. An existing parking area, located between the Pequonnock River and a bikeway, is the site of the proposed project.		
<b>MAJOR BASIN:</b>	#7 – Southwest Coast		
<b>PRIMARY REGIONAL BASIN # &amp; NAME:</b>	#1	Southwest Eastern	
<b>RESPONSIBLE FOR IMPLEMENTATION OF THE PROJECT – This person will be considered the project manager (if applicable fill in co-manager section).</b>			
<b>PROJECT MGR. NAME/TITLE:</b>	Frank Smeriglio, Town Engineer		
<b>AFFILIATION:</b>	Town of Trumbull		
<b>STREET ADDRESS:</b>	5866 Main Street		
<b>CITY, STATE ZIP:</b>	Trumbull, CT 06611		
<b>PHONE NUMBER:</b>	(203) 452-5050	<b>FAX &amp; EMAIL:</b>	( ) fsmeriglio@trumbull-ct.gov

<b>PROJECT MGR. NAME/TITLE:</b>		Daniel Nelson, Chief of Staff		
<b>AFFILIATION:</b>		Town of Trumbull		
<b>STREET ADDRESS:</b>		5866 Main Street		
<b>CITY, STATE ZIP:</b>		Trumbull, CT 06611		
<b>PHONE NUMBER:</b>		203-452-5089	<b>FAX &amp; EMAIL:</b>	dnelson@trumbull-ct.gov
<b>ESTIMATED TOTAL COST AND NONFEDERAL SOURCES</b> – Identify the amount of §319 funds requested (60%); nonfederal match (40%); and total cost of project (100%). To calculate the amounts use the following: Section 319 funds requested divided by .6 = Total cost Total cost – Section 319 funds requested = 40% nonfederal match				
<b>60% -§ 319 FUNDS REQUESTED:</b>		\$40,832.80		
<b>40% - NONFEDERAL MATCH:</b>		\$28,149		
<b>100% TOTAL COST:</b>		\$68,981.80		
<b>PREVIOUS 319 FUNDING AWARDED TO GROUP?</b> If yes, indicate below project name and fiscal year, award amount, and balance to date.				
<input type="checkbox"/>	<b>NAME OF PROJECT:</b>			
<b>YES</b>				
	<b>EXPECTED COMPLETION DATE:</b>			
	<b>\$ AMT AWARDED:</b>			
	<b>\$ BALANCE TO DATE:</b>			
<b>X NO</b>	<b>§319 FUNDS HAVE NOT BEEN PREVIOUSLY AWARDED TO APPLICANT.</b>			
<b>NOTE TO THOSE APPLICANTS PROPOSING IMPLEMENTATION OR RESTORATION ACTIVITIES:</b>  <b>According to federal guidelines, a <u>watershed-based plan</u> must be developed for the water body in question before</b>				

<b>Travel and Training</b>	Includes project-related charges for travel activities (travel, tolls), and charges as a result of use of an auto. Vehicle costs should be shown as the number of miles times the mileage rate being applied. Mileage rates (cost/mile) cannot exceed the rate approved by the Connecticut State Department of Administrative Services rates for in-state travel.			
<b>Contractual</b>	Includes expenditures made to sub-grantees/sub-contractors, hired speakers, legal services, cost of engineering and design, etc. The rate of pay per hour, number of hours and type of service provided should be included. Any procured services not provided by the Sponsor should be listed here.  Greater Bridgeport Regional Council Administration & Management = \$5,000  Public outreach (sign & display ad) = \$1,200		\$6,200	
<b>Construction</b>	Costs (construction contracts, cost share agreements, etc.) associated with construction. Permit fees can be included.		\$34,632.80	
<b>Other (specify)</b>	Includes postage, printing, license fees, equipment maintenance and repair, computer software, non-staff insurance. (unit cost > \$1,000 must be itemized below) *			
<b>Totals</b>		\$68,981.80	\$40,832.80	\$28,149
* List equipment > \$1,000:				
* List other expenses:				

**FY2013 ESTIMATED BUDGET SHEET**

**Note: "No "past due interest accrued" costs may be added to grant funding. All grant funds are allocated at exact amounts at the time of the award".**

Are §319 funds being used for salaries?  YES – fill out §319 salary section. X NO - skip to Match salary section.

**§319 SALARY INFORMATION:**

NAME	TITLE	ANNUAL SALARY	APPROX. % OF TIME	SALARY CHARGED TO PROJECT	% OF FRINGE	TOTAL

**STATE/LOCAL/OTHER MATCH SALARY INFORMATION:**

NAME	TITLE	ANNUAL SALARY	APPROX. % OF TIME	SALARY CHARGED TO PROJECT	% OF FRINGE	TOTAL
Parks Staff 1		\$135/hour	94 hours	\$12,690		\$12,660
Parks Staff 2		\$125/hour	72 hours	\$9,000		\$9,000
Parks Staff 3		\$95/hour	33 hours	\$3,135		\$3,135
Parks Staff 4		\$85/hour	18 hours	\$1,530		\$1,530
Construction Management		\$46/hour	30 hours	\$1,380	\$13.80/hour	\$1,794
						\$28,149

		Total Project Costs 100%	§319 Costs 60%	State/local/ other Match 40%
Salary & Fringe	Includes salaries and fringe benefits paid for work performed on the project. "Salary" should reflect the rate per hour, by position. An employment benefit given in addition to one's wages or salary.	\$28,149		\$28,149
Indirect Cost of Salary	Indicate the indirect costs. Typical indirect costs are associated with but are not limited to office space, telephones, personnel administration, accounting, and room or equipment rental and usage (i.e., the cost of doing business).			
Supplies	Includes office/field/lab supplies, data processing materials, books, paper and other office supplies, clothing, Include equipment costing less than \$1,000 in total.			
Equipment	Includes a single item of equipment costing more than \$1,000 in total. (unit cost > \$1,000 must be itemized below) *			

<p><b>ENVIRONMENTAL BENEFITS:</b> Choose <b>ONLY</b> one of the following that best characterizes the environmental benefit most likely resulting if the proposed project is implemented successfully</p>	<ul style="list-style-type: none"> <li>• Eliminate an identified impairment throughout a watershed? <input type="checkbox"/></li> <li>• Restore impaired waters or segments of impaired waters? <input type="checkbox"/></li> <li>• Reduce NPS pollution but may or may not eliminate impairments? X</li> <li>• Protect stream or prevent NPS pollution? <input type="checkbox"/></li> <li>• Other: Specify</li> </ul>
<p><b>CAUSES OF IMPAIRMENT:</b> Choose <b>ONLY</b> one of the following that best characterizes the source of impairment that will be most directly addressed if the proposed project is successfully implemented.</p>	<ul style="list-style-type: none"> <li>• Targets impairments caused by hydromodification- resulting silt or sediment. <input type="checkbox"/></li> <li>• Targets NPS impairments caused by agricultural drainage and/or runoff and resulting nutrients, silt or sediment. <input type="checkbox"/></li> <li>• Targets impairments caused by urban NPS sources X</li> <li>• Targets impairments caused by other NPS sources (specify)</li> </ul>
<p><b>MONITORING</b></p>	<p>Discuss how you plan on monitoring your project. No formal monitoring of the site is anticipated. The porous pavement parking area, streamside buffer and partial retention basin will be monitored and cleaned as part of regular maintenance by the Parks Department.</p>
<p><b>MONITORING/QUALITY ASSURANCE QUALITY CONTROL – Will this project require a quality assurance quality control plan (QAPP).</b></p>	
<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes answer the following:</p> <ul style="list-style-type: none"> <li>• Will water chemistry monitoring be conducted with this project? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>• Will biological monitoring be conducted with this project? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>• Will habitat assessment monitoring be conducted with this project? <input type="checkbox"/> YES <input type="checkbox"/> NO</li> </ul>	
<p><b>PERMITS – Are permits needed to complete this project? If so, please list individually, indicating which permits are needed, whether they are local, state, or federal, and if these permits have been secured. Also, who is responsible for acquiring the permits? <input type="checkbox"/> YES X <input type="checkbox"/> NO</b></p> <p>Permit(s)/Person(s) Responsible: The Parks and Inland Wetland Commissions of Trumbull will review and formally approve the project (Summer and Fall of 2012). The Town Engineer, Frank Smeriglio will coordinate these reviews. No other permits are required.</p>	

<p><b>DETAILED PROJECT DESCRIPTION:</b> Include "who, what, where, when and why" of the project and the steps that will be taken to insure that it will be successfully implemented.</p>	<p><b>Who:</b> The Town of Trumbull</p> <p><b>What:</b> Riveredge Restoration, Old Mine Park</p> <p><b>Where:</b> Parking area of Old Mine Park , Old Mine Road, Trumbull, CT</p> <p><b>When:</b> Summer 2013</p> <p><b>Why:</b> Water Quality BMPs will reduce stormwater runoff and nonpoint source pollutants that flow from the existing parking area to the Pequonnock River, as well as the flooding and erosion caused by stormwater overflow.</p>
<p><b>PROJECT LOCATION DETAILS:</b></p>	<p>Your application will not be accepted if you do not include a lat/long in decimal degree coordinates and site map. If you need help with the lat/long, the following website should be useful. Try to locate project site or general watershed area as best as you can:</p> <p>41.288537,-73.231291</p> <p><a href="http://www.itouchmap.com/latlong.html">http://www.itouchmap.com/latlong.html</a>. If your project is a statewide project then use CT DEEP 79 Elm Street, Hartford, CT Latitude, Longitude 41.762989,-72.678509</p>
<p><b>BMP - Documentation:</b> If this project will implement one or more Best Management Practices (BMPs), include information on the BMP(s) that will be used and literature reference for its selection and proper design.</p>	<p>If BMP Project: <input checked="" type="checkbox"/></p> <p>What is/are the BMP(s)? Porous pavement, a vegetated streamside buffer and a tree cell.</p> <p>Literature Reference for selection and proper design?</p> <p>Pequonnock River Initiative. 2011. <i>Pequonnock River Watershed Based Plan</i>. Site specific project concepts. <a href="http://www.ct.gov/dep/lib/dep/water/watershed_management/wm_plans/pequonnock/pequonnock_wbpfinal.pdf">http://www.ct.gov/dep/lib/dep/water/watershed_management/wm_plans/pequonnock/pequonnock_wbpfinal.pdf</a></p> <p>State of Connecticut Department of Energy and Environmental Protection. 2004. The Connecticut Stormwater Quality Manual.. <a href="http://www.ct.gov/dep/cwp/view.asp?a=2721&amp;q=325704&amp;depNav_GID=1654">http://www.ct.gov/dep/cwp/view.asp?a=2721&amp;q=325704&amp;depNav_GID=1654</a></p> <p>Not a BMP Project: <input type="checkbox"/></p>
<p><b>SPONSOR INFORMATION – This is the Agency DEP will be contracting with /RESPONSIBLE TO IMPLEMENT THE PROJECT – This person will be considered the project manager (if applicable fill in co-manager section.</b></p>	
<p><b>SPONSOR NAME/MAILING ADDRESS/FISCAL OR ADMINISTRATIVE CONTACT/FEDERAL TAX ID NUMBER:</b></p>	<p>Frank Smeriglio, Town Engineer Town of Trumbull 5866 Main Street Trumbull, CT 06611</p> <p>Tax ID # 06-</p>
<p><b>ENVIRONMENTAL BENEFIT AND CAUSE OF IMPAIRMENT</b></p>	

Assurance Project Plan (QAPP) plans as tasks. Any type of data analysis or data reporting will require a QAPP.

Task #	Description of Task & Deliverable	Cost \$ 319 funds
1	General conditions and site preparation (fencing, removal of 5,063 SF of existing pavement, irrigation, maintenance & cleanup).	\$1,500.00
2	Public outreach: one display ad in a local newspaper for public notice of Conservation Commission meeting presentation; an interpretive sign.	\$1,200.00
3	Shrub border and mulch for the 20 foot wide by 120 foot long vegetated streamside buffer zone.	\$6,875.00
4	Lawnscape (top soil, seed mix, hay mulch, seeding and raking for 7,216 SF naturalized landscape/passive recreation area).	\$5,467.80
5	Porous paving for 1,000 SF, 6 car parking area (porous paving, gravel layer, filter fabric and overflow drain pipe).	\$16,800.00
6	Six trees for 7,216 SF naturalized landscape/passive recreation area.	\$3,990.00
8	Administration of grant by GBRC	\$5,000.00
	<b>Total Request:</b>	<b>\$40,832.80</b>

Estimated duration (How many months do you expect project to run - up to 2 year duration): The project will be completed within a year of the grant award. Site preparation, installation and planting will take a maximum of two weeks. The project will begin in the Spring or Summer of 2013, per availability of the Town of Trumbull's Public Works Department.

**PUBLIC PARTICIPATION – Describe how this will be accomplished.**

The project will be presented at a meeting of the Conservation Commission. A local newspaper will be contacted to report on the project and a display ad with the dates, times and locations of these meetings will run in a local newspaper. An interpretive sign, coordinated with the signs on the Pequonnock River Trail, will explain the value of the water quality BMPs employed at the site. As this project will follow a BMP project that was completed in June 2012 and a bridge installation project in August of 2012, both at Old Mine Park, the Town of Trumbull will highlight the BMPs at Old Mine Park on its website.

If the project includes construction who is responsible for long-term maintenance? The Parks Department of the Town of Trumbull will be responsible for long term maintenance of the site.

Will this project require permits? If so, who is responsible for acquiring them? The Parks and Inland Wetland Commissions of Trumbull will review and formally approve the project (Summer and Fall of 2012). The Town Engineer, Frank Smeriglio will coordinate these reviews. No other permits are required.

**INTERAGENCY COORDINATION, ROLES, AND RESPONSIBILITIES** – Describe participation and commitments expected from other agencies and organizations. *Note: "No required DEEP timelines will be included in the scope of work. DEEP must ensure review by all divisions with an interest in the NPS project and will not pre-determine overall agency priorities at the time of scope of work" - to be added.*

The Greater Bridgeport Regional Council will administer the grant. Administration includes quarterly reports and documentation of deliverables. Invoice processing and the financial documentation of match and expenditures will be conducted by the Town of Trumbull.

**QUALITY ASSURANCE QUALITY CONTROL** – Will this project require a quality assurance quality control plan (QAPP).

YES  NO

If your proposed project involves the collection, analysis, or manipulation of environmental data and it is selected for funding, it will require a Quality Assurance Project Plan (QAPP). The QAPP must be approved by CT DEP/US EPA prior to the commencement of this work. Investigators need to include the preparation and implementation of this plan into their budget. All QAPP's should be written according to one of the following guidance documents:

<http://www.epa.gov/region1/lab/qa/pdfs/QAPPProgram.pdf>

Also note:

1. The use of "secondary data" to make environmental decisions requires a QAPP. Secondary data are previously collected data (which may have been collected by other entities, not just the current grantee). A good example is the use of previously collected data in a computerized model to develop new data, e.g., about estimated pollutant levels. This might fall under your "manipulation" criterion.
2. If project proponent provides "in kind" services, such as sample analysis or sample collection, instead of money, a QAPP is necessary.
3. If the project is conducted with the deliberate intent to provide the data to EPA for its use, a QAPP should be written.

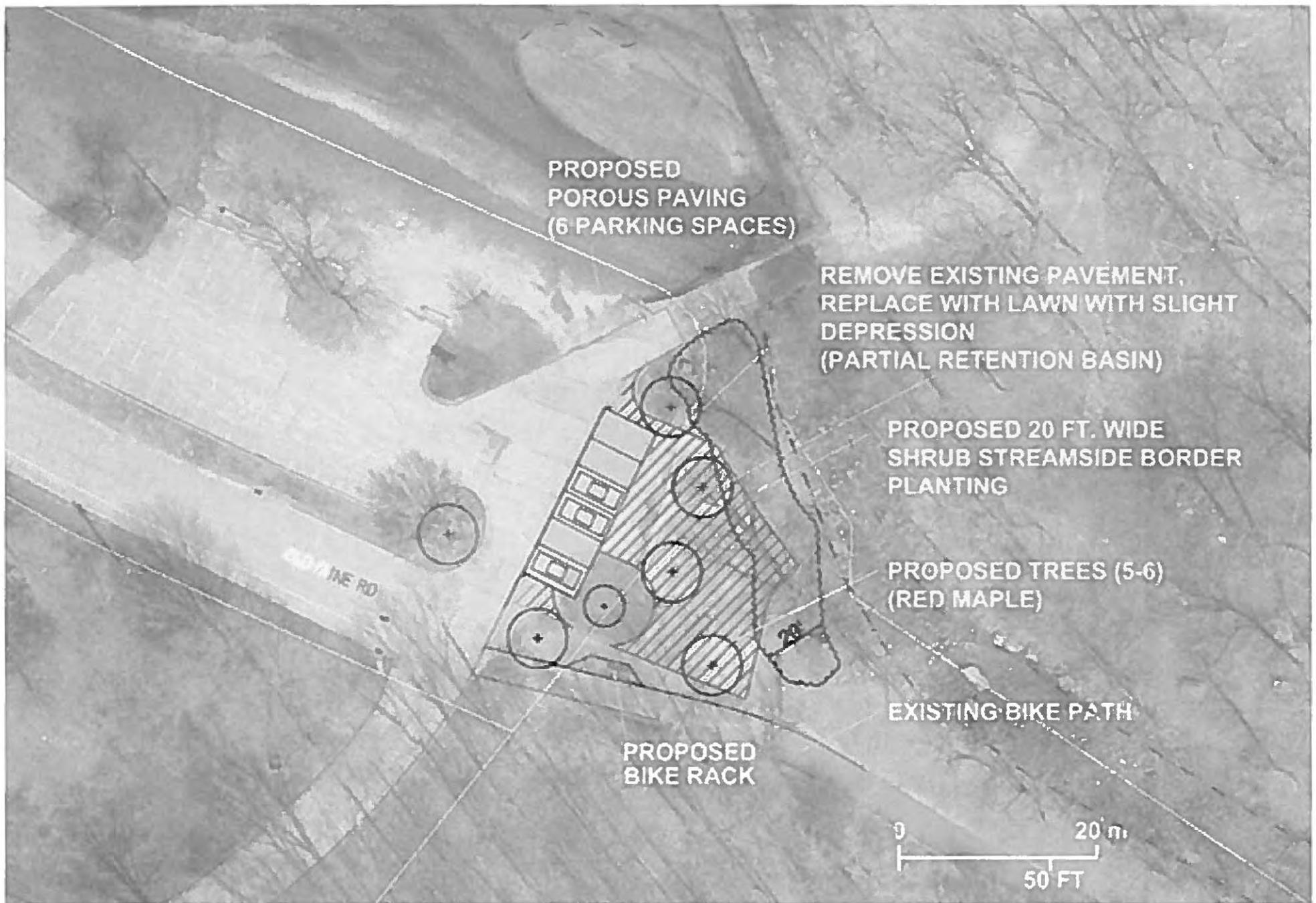
**TASKS, DELIVERABLE, ESTIMATED COST** – List in sequence the major tasks, deliverables, and costs. A final project report is a required deliverable for every project identify, as appropriated, any contracts to be awarded or Quality

	<p>dates, times and locations of this meeting will run in a local newspaper. An interpretive sign, coordinated with the signs on the Pequonnock River Trail, will explain the value of the water quality BMPs employed at the site. As this project will follow a BMP project that was completed in June 2012 and a bridge installation project in August of 2012, both at Old Mine Park, the Town of Trumbull will highlight the BMPs at Old Mine Park on its website. Donald Watson, FAIA, project advisor, will document all aspects of the project process for purposes of education, training, including posting "lessons learned" on various informational websites, presentation to public bodies and seminars.</p>
<b>MANAGEMENT MEASURES</b>	<p>Provide an implementation schedule for NPS management measures. The porous pavement parking, buffer and partial retention basin will be monitored and cleaned as part of regular maintenance by the Parks Department.</p>
<b>MILESTONES</b>	<p>List the measurable milestones consistent with the implementation schedule.</p> <p><b>August 2012:</b> The Trumbull Parks Commission, which is responsible for approval of all management activities in Old Mine Park, unanimously approved and expressed full support of the project and this grant application.</p> <p><b>Summer &amp; Fall 2012:</b> Presentation at Inland/Wetland Commission meeting.</p> <p><b>Spring 2013:</b> Finalize scope of work and project schedule with DEEP, presentation to Conservation Commission and public.</p> <p><b>Summer or Fall 2013, 2 weeks total for the following tasks (per availability of Town of Trumbull's Public Works, Parks and Engineering Department's staff):</b></p> <ul style="list-style-type: none"> <li>Site preparation</li> <li>Removal of impervious surface and site excavation completed.</li> <li>Final design plan for site.</li> <li>Vegetated buffer zone along the riverbank planted.</li> <li>Porous paving system installed. Six parking spots (with handicapped accessible parking) available for use.</li> <li>Partial retention basin completed.</li> <li>Trees for woodland tree landscape in partial retention basin planted.</li> </ul> <p><b>Spring, Summer &amp; Fall 2013:</b></p> <ul style="list-style-type: none"> <li>Coordinate interpretative sign with Richardson Foundation funded Streamside Buffer project and the Pequonnock River Trail signs.</li> </ul>
<b>PERFORMANCE</b>	<p>Provide a list of performance criteria that will be used to measure success. The entire project will be documented with photos. Per public auditing requirements, all materials and labor will be documented.</p>
<b>MONITORING</b>	<p>Discuss how you plan on monitoring your project. The porous pavement parking and bioretention areas will be monitored and cleaned as part of regular maintenance by the Parks Department.</p>
<b>CONSTRUCTION PROJECT/LONG TERM MAINTENANCE AND PERMITS</b>	

**Implementation activities can be funded by \$ 319 funds. You will need to provide the following information in order to satisfy that requirement:**

**Please consult with your DEEP Watershed Manager as to the level of commitment required to develop the watershed-based plan before implementation/restoration activities can begin.**

<p><b>IMPAIRMENT</b></p>	<p><b>Identify causes and sources of nonpoint source impairment(s).</b>  Stormwater runoff from the hill south of the site and nearby developed areas flows across the parking area and into the Pequonnock River. During peak flood conditions, the entire site becomes flooded. In addition to causing erosion along the riverbank, the runoff carries nonpoint source pollutants, such as nitrogen and phosphorus, into the Pequonnock River.</p>
<p><b>LOAD REDUCTION</b></p>	<p><b>Estimate expected load reductions and whether the impairment is fully addressed.</b>  The proposed BMPs would treat 287,000 gallons of runoff annually, reducing TP loads by .34 lb/year and TN load by 2.64 lb/year. All the runoff from the catchment area (9,600 square feet) drains to the treatment area. Therefore, all the runoff in the catchment area will be treated by the proposed best management practices.</p> <p>References:  Michael Dietz Personal Correspondence July 17, 2012. Michael Dietz, Ph.D., Water Resources Educator, CT Nonpoint Education for Municipal Officials (NEMO) Program/CT Sea Grant Program, University of Connecticut.  Frink, C.R. 1991. Estimating Nutrient Exports to Estuaries. <i>Journal of Environmental Quality</i> 20:712, 714.</p>
<p><b>MANAGEMENT MEASURES</b></p>	<p><b>Describe the specific nonpoint source management measures to be applied.</b>  Removal of 5,063 of impervious pavement. Replace with 1,000 SF of porous pavement, a 20 foot wide by 120 foot long vegetated streamside buffer and 7,216 SF of a naturalized landscape with four to six trees. A 9,600 square foot catchment area of stormwater will be filtered by these BMPs.</p>
<p><b>TECH ASSISTANCE &amp; FINANCIAL ASSISTANCE</b></p>	<p><b>Estimate needed technical and financial assistance by activity.</b>  No additional technical assistance is anticipated. The Engineering and Parks Departments of the Town of Trumbull will supervise the project. The Public Works Department of the Town of Trumbull will provide site excavation, final design and installation of the porous pavement and gravel bed. The Greater Bridgeport Regional Council will provide administrative services.</p>
<p><b>PUBLIC INFORMATION &amp; EDUCATION</b></p>	<p><b>Describe public information and education efforts and their value to the project.</b>  The project will be presented at a meeting of the Conservation Commission. A local newspaper will be contacted to report on the project and a display ad with the</p>



**OLD MINE PARK, Trumbull CT  
PROPOSED RIVEREDGE LANDSCAPE REMEDIATION  
August 1, 2012**

**Site Name: Trumbull**  
**Site Number: CT1212**

**Lessee's Site Name:**  
**Lessee's Site Number:**

## **TOWER SITE LEASE**

**Lessor:**  
**Tarpon Towers II, LLC**  
**1001 3<sup>rd</sup> Ave West, Ste. 420**  
**Bradenton, FL 34205**

**Lessee:**  
**Town of Trumbull**  
**5866 Main Street**  
**Trumbull, CT 06611**

**THIS TOWER SITE LEASE** ("Lease") is entered into by and between Lessor and Lessee on the date the Lease is last executed by a party hereto. Lessor owns, leases, manages, or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on attached Exhibit A.

**WHEREAS**, the Lessee desires to Lease from Lessor a certain portion of the Site, along with non-exclusive use of access and utility easements thereto (collectively, the "Premises"), which are more particularly described on Exhibit B and Exhibit C attached hereto.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee the Premises, together with non-exclusive use of an access and utility easement, under the following terms and conditions:

**1. USE:** Lessee may use the Premises for the installation, operation, maintenance, repair and use of certain equipment ("Permitted Equipment") to be operated at certain frequencies ("Permitted Frequencies"). The Permitted Equipment and Permitted Frequencies are more particularly described on attached Exhibit B. Lessor and Lessee acknowledge and agree this Lease shall not include any ground space within the Premises, and shall be for tower space only.

**2. INITIAL TERM:** This term of this Lease shall run concurrently with the term of that certain Land Lease Agreement dated \_\_\_\_\_, 2016, between Lessor as tenant and Lessee as Owner.

**3. RENEWAL TERMS:** This Lease shall renew for five (5) terms of five (5) years each (each a "Renewal Term", collectively "Renewal Terms"), which will automatically take effect unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than ninety (90) days prior to the end of the then-current term.

**4. RENT.** The initial monthly rent ("Rent") shall be **ZERO (\$0.00)**.

### **5. ENERGY CONSUMPTION**

Lessee shall pay the cost of Lessee's electrical usage at the Site. If Lessor has an electrical meter at the Premises, Lessee shall not be permitted to submeter electrical service from Lessor without an amendment to this Lease or a separate electrical usage agreement. Unless Lessee enters into an agreement with a third party user of the Premises, Lessee's electrical service shall be separately supplied and metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage.

**6. PRIME AGREEMENT:** If the Lessor leases or manages the property on which the Site is located from a third party or owner of the property (collectively, "Owner"), Lessee shall abide by the terms and conditions of the agreement between Lessor and Owner (the "Prime Agreement") to the extent that such terms and conditions affect the Lessee's use of the Site.

**7. INTERFERENCE:** Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other Lessees of the Site that is installed as of the date this Lease is executed by the parties. In the event that Lessee's Permitted Equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment, or to reduce the power sufficiently to minimize the interference until the condition can be remedied. Lessor agrees and acknowledges that Lessor and other lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the Permitted Equipment of Lessee.

**8. INSURANCE:** Insurance requirements for Lessee, Lessee's Contractors and Subcontractors are contained in Exhibit D attached hereto and incorporated herein by reference. In no event shall Lessor be liable for damage to Lessee's equipment, including replacement.

### **9. INTENTIONALLY DELETED.**

### **10. INDEMNIFICATIONS**

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessor, its contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate

in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Lessee, its contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld. Lessee shall also indemnify and hold Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers' compensation law or any plan of employee's disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Lessee's equipment or any other harmful effect of Lessee's equipment.

## **11. WAIVERS**

(a) LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises, and any improvements thereon, that are caused by, or result from, risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

## **12. EQUIPMENT INSTALLATIONS, RECONFIGURATION, AND REMOVAL**

(a) INSTALLATION: Lessee's Permitted Equipment, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the Site. Lessor shall be responsible for the purchase and installation of the Permitted Equipment. Lessee may not install any equipment other than Permitted Equipment at the Site without Lessor's prior written consent.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment and Permitted Frequencies listed in Exhibit B are a true and accurate depiction of the equipment that Lessee will operate at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment and/or Permitted Frequencies, Lessee shall submit such request to Lessor, in writing and in the form of Lessor's then current application ("Application"), for Lessor's approval.

(c) REMOVAL: Lessee shall, at its sole cost and expense and prior to the expiration or termination of this Lease, remove Lessee's equipment from the Site. If Lessee fails to timely remove its Permitted Equipment, Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses.

## **13. COMPLIANCE**

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and (iii) maintain the Site in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment and Permitted Frequencies; (iv) not permit any third party to operate its Permitted Equipment or at its Permitted Frequencies; and (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease.

## **14. MAINTENANCE**

(a) Lessor may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to

the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration, or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure owned or controlled by Lessor on the Site.

(b) Lessee shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower, if the tower is required to be painted, to ensure that the tower is in full compliance with applicable FCC, FAA or other rules or regulations governing the tower. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

## **15. WARRANTIES AND REPRESENTATIONS**

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and Permitted Frequencies, and covenants that it will operate its Permitted Equipment and Permitted Frequencies within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the Site and any tower thereon, and has determined that each are satisfactory to Lessee, and are suitable for Lessee's intended use. Lessee accepts the Premises and the Site in "as is" condition and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the Site, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except where the placement of a foundation is required for Lessee's Permitted Equipment and/or facilities, and where approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits or Leases necessary for the parties to exercise their respective rights hereunder. Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

## **16. FORCE MAJEURE AND SITE DAMAGE**

(a) FORCE MAJEURE: The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, Lessor shall notify Lessee, within ten (10) days after receiving knowledge of such event, whether or not Lessor intends to consider rebuilding or otherwise restoring the Site. If Lessor elects to not rebuild or otherwise restore the Site, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, Lessor shall notify Lessee of that election and Lessee shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall thereafter evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each lessee of the Site and, if Lessor, in its sole discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

## **17. DEFAULT**

(a) GENERALLY: Lessee shall be in default hereunder if Lessee fails to make any payment on or prior to the date due, and does not cure such non-payment within ten (10) days after receiving written notice of such failure to pay. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) LESSOR REMEDIES: Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this Lease, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) LESSEE REMEDIES: Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

## 18. TERMINATION

(a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Lessee at any time by providing written notice to Lessor, provided that Lessee is not paying any rent at that time. However, should this Lease be amended so that an obligation to pay rent to Lessor is instituted, then this Lease may not be terminated by Lessee except upon prior written notice to Lessee and the payment of a termination fee equal to twelve (12) months of the then current rent.

**19. ASSIGNMENT:** Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, Permitted Equipment, or any part thereof without the express written approval of Lessor, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Lessee of its obligations under this Lease. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time.

**20. EMINENT DOMAIN:** If the Premises or Site are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its Permitted Equipment.

**21. LENDER'S CONTINUATION RIGHTS:** Lessee understands that Lessor has mortgaged, may mortgage in the future, or has otherwise created a lien on, the Site. Accordingly, Lessee agrees that this Lease shall, at all times, be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

## 22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits attached hereto, contains the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, or as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent via nationally-established, overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located, except that a proceeding for monetary default may be brought in Sarasota County, Florida. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

## 23. INTENTIONALLY DELETED

**[SIGNATURE BLOCKS FOLLOW]**

*IN WITNESS WHEREOF*, the parties have executed this Lease as of the date last signed by a party hereto.

**LESSOR:**

**TARPON TOWERS II, LLC**

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

**Name:** \_\_\_\_\_

**As Its:** \_\_\_\_\_

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

**Witness:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**LESSEE:**

**TOWN OF TRUMBULL**

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

**Name:** \_\_\_\_\_

**As Its:** \_\_\_\_\_

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

**Witness:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**EXHIBIT A**

***LEGAL DESCRIPTION  
OF THE SITE***

**EXHIBIT B**

***PERMITTED EQUIPMENT AND FREQUENCIES***

This Exhibit B contains, in its entirety, Lessee's Permitted Equipment at the Site

**EXHIBIT C**

***SITE DRAWING OF THE PREMISES***

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

#### **1. LESSEE REQUIREMENTS**

Lessee shall provide to Lessor, prior to the installation of the Permitted Equipment, certificates of insurance evidencing the required coverage for the Site, with a thirty (30) day notice to Lessor requirement for cancellation, non-renewal, or material change. Each certificate must be Site specific and name Lessor as an "additional insured" on each policy, except workers compensation insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VIII or greater, and may not have deductibles exceeding ten percent (10%) of the required coverage. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

**(a) Property:** Lessee shall insure the Permitted Equipment against all loss or damage, including business interruption, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's Permitted Equipment, or that of Lessee's contractor's and/or subcontractor's, including business interruption.

**(b) Business Automobile Liability:** Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00.

**(c) Commercial General Liability:** Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

General Aggregate Limit	\$1,000,000.00
Products & Completed Operations Limit	\$1,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense Limit	\$ 5,000.00

**(d) Workers Compensation:**

Employers Liability	Statutory
Limit each accident	\$ 100,000.00
Limit disease aggregate	\$ 500,000.00
Limit disease each employee	\$ 100,000.00

#### **2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS**

Lessee shall require its contractor and subcontractors to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

**(a) General Site Maintenance:** Contractors performing general Site maintenance, defined as: (a) grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

**(b) Site Work:** Contractors working on the Site (other than general Site maintenance), but not on the tower:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

**(c) Tower Climbers:** Work at a Site in any capacity that requires climbing the tower:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

## LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) entered into as of the date set forth on the signature page hereof, by and between **Town of Trumbull**, a Municipality whose address is 5866 Main Street Trumbull, CT 06611 (“Owner”) and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3<sup>rd</sup> Ave West, Ste. 420, Bradenton, FL, 34205 (“Tenant”), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (“Premises”) shall include the following:
  - a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
  - b) Non – exclusive easement required to run utility lines and cables
  - c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

IN OR UPON THE Owner’s real property (“Owner’s Property”) located at Eldor Drive, which Owner’s Property is more particularly described on Exhibit “A” and the Premises which are more particularly described on Exhibit “B” both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the “Option Money”), to be paid by Tenant to Owner within thirty (30) days of Tenant’s execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant’s obligation to pay the Option Money is contingent upon Tenant’s receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

**OPTION PERIOD.** The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the “Option Period”). At Tenant’s election and upon Tenant’s written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

**CHANGES IN PROPERTY DURING THE OPTION PERIOD.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner’s Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner’s Property shall be subject to Tenant’s rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner’s Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date (“Commencement Date”) specified in Tenant’s written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a “Renewal Term” and

collectively the “Renewal Terms”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of TWENTY ONE THOUSAND and 00/100 DOLLARS (\$21,000.00) (“Rent”) in monthly payments of ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$1800.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) In consideration of Tenant’s purchase and installation of Owner’s communication equipment to be operated by Owner at the Premises pursuant to the Tower Lease (as defined below), Tenant shall be entitled to deduct seven hundred and no/100 dollars (\$700.00) per month from Rent (the “Rent Abatement”). The rent abatement period shall commence on the Commencement Date and shall continue for so long as necessary for Tenant to fully recoup all costs and expenses associated with the purchase and installation of Owner’s communications equipment (the “Abatement Period”). Upon completion of Tenant’s installation of Owner’s communication equipment, Tenant shall provide Owner with an accounting of all costs and expenses and a calculation of the Abatement Period. During the Abatement Period, the Rent Abatement shall remain constant and shall not escalate with Rent. For the sake of example, on the first anniversary of the Commencement Date, Rent shall escalate by two percent (2%) to one thousand eight hundred thirty six and no/100 dollars (\$1,836.00) per month, but the Rent Abatement shall remain seven hundred dollars (\$700.00) per month, so that during the second year of the Initial Term, the actual amount to be paid by Tenant shall be \$1,836.00 minus \$700.00 or \$1,136.00. The same shall be true in the third year of the Initial Term, when the actual payment shall be the escalated Rent (\$1,872.72) minus the Rent Abatement (\$700.00) for a total payment of \$1,172.72, and so forth during the Abatement Period.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the “Communications Facility”), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner’s Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner’s Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner’s Property and conduct such studies, as Tenant deems necessary to determine the Premises’ suitability for Tenant’s intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner’s Property, whether or not such defect or condition is disclosed by Tenant’s analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant’s intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant’s obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

(e) Tenant shall provide space on the Tenant’s tower for the installation of Owner’s communications equipment. In furtherance thereof, Owner and Tenant shall enter into a tower lease agreement, with Tenant as lessor and Owner as lessee (the “Tower Lease”). Owner shall not be required to pay any rent for use of the tower as described in said Tower Lease. Owner acknowledges that Tenant shall not own an equipment shelter or building at the Premises (though third party users of the Premises may install their own equipment buildings),

and therefore, Tenant will not be able to provide any interior building space for Owner's ground equipment. Tenant shall be responsible for purchasing and installing the initial communications equipment of Owner to be installed at the Premises under the Tower Lease. In consideration of Tenant's purchase and installation of said equipment, Tenant shall be entitled to the Rent Abatement described above.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is

hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises or Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.
10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.
11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part

of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000).
13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.
15. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.
16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.
21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
  - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
  - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
  - (c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;
  - (d) the term of this Agreement and the Rent then in effect and any additional charges;
  - (e) the date through which Tenant has paid the Rent;
  - (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
  - (g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

## 22. MISCELLANEOUS

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

**For Tenant:**

Tarpon Towers II, LLC  
1001 3<sup>rd</sup> Ave W., Ste. 420  
Bradenton, FL 34205  
Attn: Site Administration  
Re: Site ID: \_\_\_\_\_

**For Owner:**

Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

**(The remainder of this page is intentionally left blank.)**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**  
**Town of Trumbull,**  
a Municipality

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witnesses for Owner:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**TENANT:**  
**Tarpon Towers II, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print: Brett Buggeln  
Title: COO  
Date: \_\_\_\_\_

**Witnesses for Tenant:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**EXHIBIT "A" TO LAND LEASE AGREEMENT**

**OWNER'S PROPERTY**

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT D. DANIEL VILARDI, of the City of Bridgeport, County of Fairfield and State of Connecticut,

for the consideration of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS

No Conveyance Tax Collected.  
Helen E. Plumb  
Town Clerk of Trumbull

received to HIS full satisfaction of the TOWN OF TRUMBULL, a municipality in the County of Fairfield and State of Connecticut,

No Conveyance Tax Collected.  
Helen E. Plumb  
Town Clerk of Trumbull

do give, grant, bargain, sell and confirm unto the said TOWN OF TRUMBULL ALL those certain piece or parcels of land, situated in the Town of Trumbull, County of Fairfield and State of Connecticut, and bounded and described as follows:

FIRST PARCEL:

NORTHERLY: By land now or formerly of Lyman F. Rogers, in part, and in part by land now or formerly of Dorothy G. Rogers;  
NORTHEASTERLY: By land now or formerly of Stanley and Irene Mikita;  
NORTHERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
NORTHEASTERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
EASTERLY: By land now or formerly of Stanley and Irene Mikita, in part, and in part by land now or formerly of the Town of Trumbull, (Beach Park, so-called);  
SOUTHEASTERLY AND SOUTHERLY: By land now or formerly of Jennie Bonitatibus;  
SOUTHEASTERLY AGAIN: By land now or formerly of Walter Claud-Mantle, et als by an irregular line;  
WESTERLY: By Lot No. 20, in part, and in part by Lot No. 21, as shown on Map of Garfield Manor, in all, 371.06 feet;  
NORTHERLY: By Jeffrey Place, as shown on said map;  
WESTERLY AGAIN: By Jeffrey Place, in part, and in part by Lot No. 19, as shown on said map, in all, 423.68 feet;  
SOUTHERLY AGAIN: By a portion of Lot No. 19 as shown on said map;  
WESTERLY AGAIN: By Lot No. 12, in part, and in part by Eldor Lane, and in part by Lot 11, all as shown on said map, in all, 360 feet.

Being all of the same premises described in Volume 75, Page 109 of the Trumbull Land Records, except those parcels heretofore conveyed, containing in all, 16.8 acres more or less.

The above described premises are also shown as Parcel 107 on the Trumbull Assessor's Map No. 3457A.

SECOND PARCEL:

Known and designated as Lot No. 19, as shown on Map of Garfield Manor, dated April 6, 1951, made by Richard J. Drew, Surveyor, and filed for record as Map No. 437 in the Trumbull Town Clerk's Office, said premises being more particularly bounded and described as follows:

NORTHERLY: By Lot No. 12 in part, and in part by land now or formerly of Garfield Manor, Incorporated, as shown on said map, in all, 178.85 feet;  
EASTERLY: By land now or formerly of Garfield Manor, Incorporated, 373.68 feet;

*Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".*

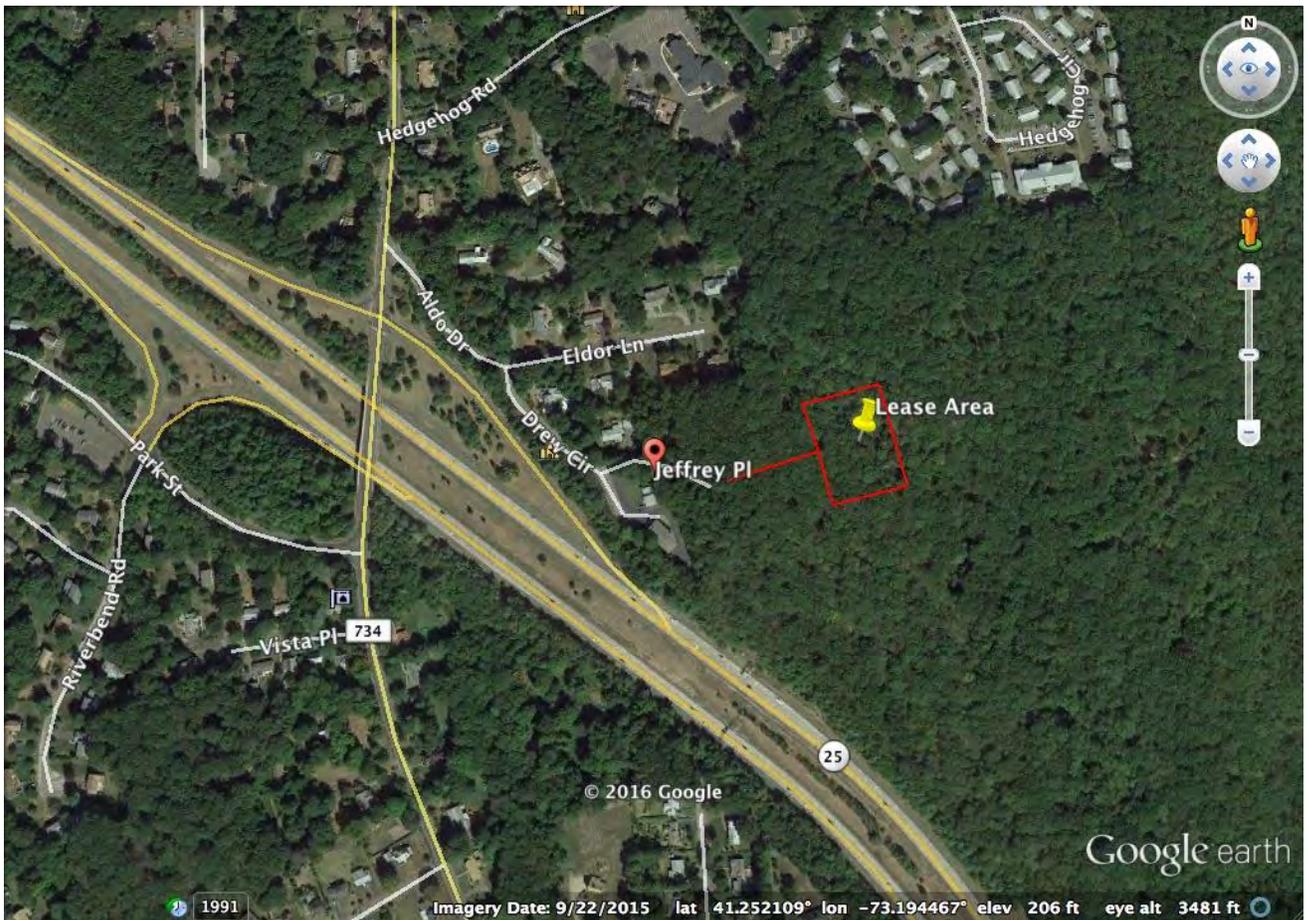
Site #: CT1212  
Site Name: Trumbull

**EXHIBIT "B" TO LAND LEASE AGREEMENT**

**PREMISES**

- a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



Site #: CT1212  
Site Name: Trumbull

**APPROVED Owner:** \_\_\_\_\_ **(Initial)**  
**APPROVED Tenant:** \_\_\_\_\_ **(Initial)**

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

**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	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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**FISCAL YEAR 2013-2014 SUPPLEMENTAL APPROPRIATION**

11-13-02	William Chin Director of Information Technology	FROM: General Fund  TO: Capital Outlay #01012600-581888  Information Technology upgrades	\$ 199,950  199,950
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**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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**INTERNAL AUDITORS REPORT – Jim Henderson**

**DISCUSSION ITEMS**

- Year-to-Date Budget to Actual Report
- Fund Balance Report FY 2013
- Trumbull Day (to follow)

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

**ADJOURNMENT**

# Town of Trumbull Treasurer's Report

## Cash Balances and Investment Income

Bank / Brokerage		Current Fiscal Year July, 2013 to June, 2014			Prior Fiscal Year 2012-13			
		Month of Oct., 2013		4 Months	Oct., 2012	4 Months		
		Cash Balance Amount at Mo. End	Interest Income	Average Rate / Yield	Interest Income	Interest Income	Prior Yr Rate/Yield	Interest Income
Merrill Lynch	Cash	n/a	n/a	n/a	n/a	4	0.15%	15
	Investments	n/a	n/a	n/a	n/a	6,228	1.98%	31,221
Morgan Stanley	Cash	46,868	4	0.05%	23	n/a	n/a	n/a
	Investments	4,208,666	5,554	1.97%	34,061	n/a	n/a	n/a
Janney, Mont., Scott	Cash	156,345	1	0.00%	3	2	0.01%	5
	CD's	240,000	74	0.35%	568 (1)	102	0.44%	384
	Investments	4,190,332	9,054	2.55%	36,283	9,500	3.16%	39,013
	<b>Total</b>	<b>8,842,211</b>	<b>14,687</b>		<b>70,938</b>	<b>15,836</b>		<b>70,638</b>
STIF	Money Fund	3,700,626 (2)	440	0.14%	1,430	576	0.18%	2,374
TD Bank - Tax Rec'r	Money Fund	7,697,107 (4)			-	-		-
TD Bank - Investment	Money Fund	42,834,763	7,450	0.30%	31,880 (3)	6,195	0.25%	28,217
Infinex Financial	CD's (6)	1,348,769	277	0.45%	2,648 (1)	482	0.37%	2,089
	Money Market	66,088		0.01%				1
Other						27		102
<b>Totals</b>		<b>64,489,563</b>	<b>22,854</b>		<b>106,896</b>	<b>23,116</b>		<b>103,421</b>
Return on Investment (ROI) current year annual Budget / prior year actual					<b>300,000</b>			<b>293,519</b>

Note:

(1) Includes Accrued Interest

(2) Main STIF account is for segregating unused Bond proceeds.

(3) Rate increased to 30 bps from 25 bps on Oct. 1, 2013

(4) Non-interest bearing account covers all TD Bank fees.

Submitted to Board of Finance

John L. Ponzio  
Trumbull Town Treasurer

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]

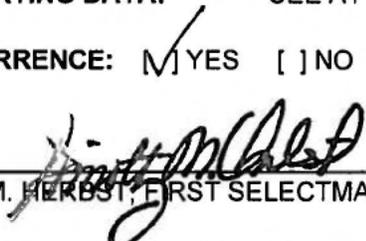
(D) SUMMARY OF REQUEST: To consider and act upon a resolution entitled:

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) 452-6162



## **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.	



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:

<b>Components</b>	<b>Price</b>
• 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

Telephone: +1 201 949 5500  
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

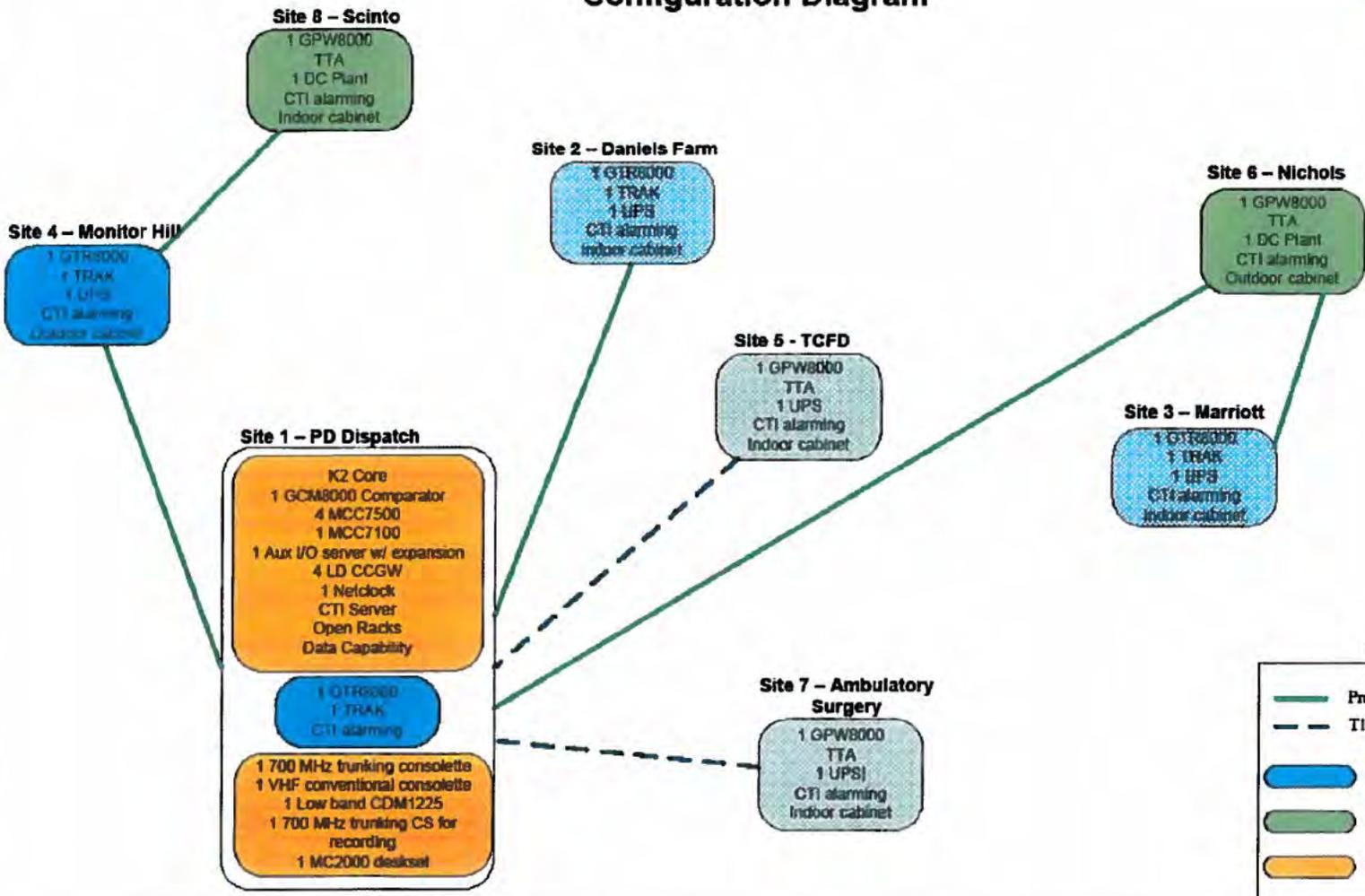
When a wide geographical area requires communications throughout the system, simulcast provides a solution. Simulcast is the simultaneous broadcast of the same voice or message from multiple transmitter sites on the same frequency. Simulcast was developed by Motorola to meet the needs of users who were 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 PTP Links
- - - T1 Links
- Repeater Site
- Receive-only Site
- Non RF equipment

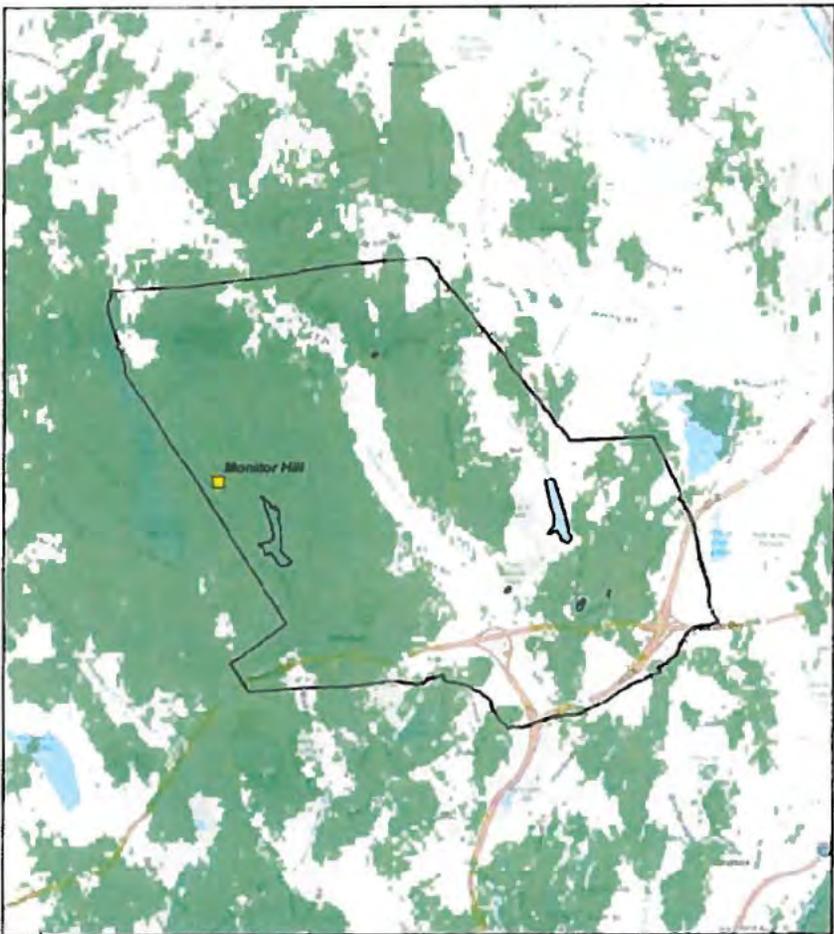
# Trumbull PD System Coverage Comparison

## Current System



Town of Trumbull, CT  
800 MHz Analog Existing Vcting System

This map is a computer generated representation of the actual situation and is not intended to be used as a substitute for a site survey. The accuracy of the information is not guaranteed. The user assumes all responsibility for the use of the information and shall not hold the provider liable for any damages or losses.



VXG367  
CCDTLAB-03

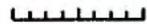
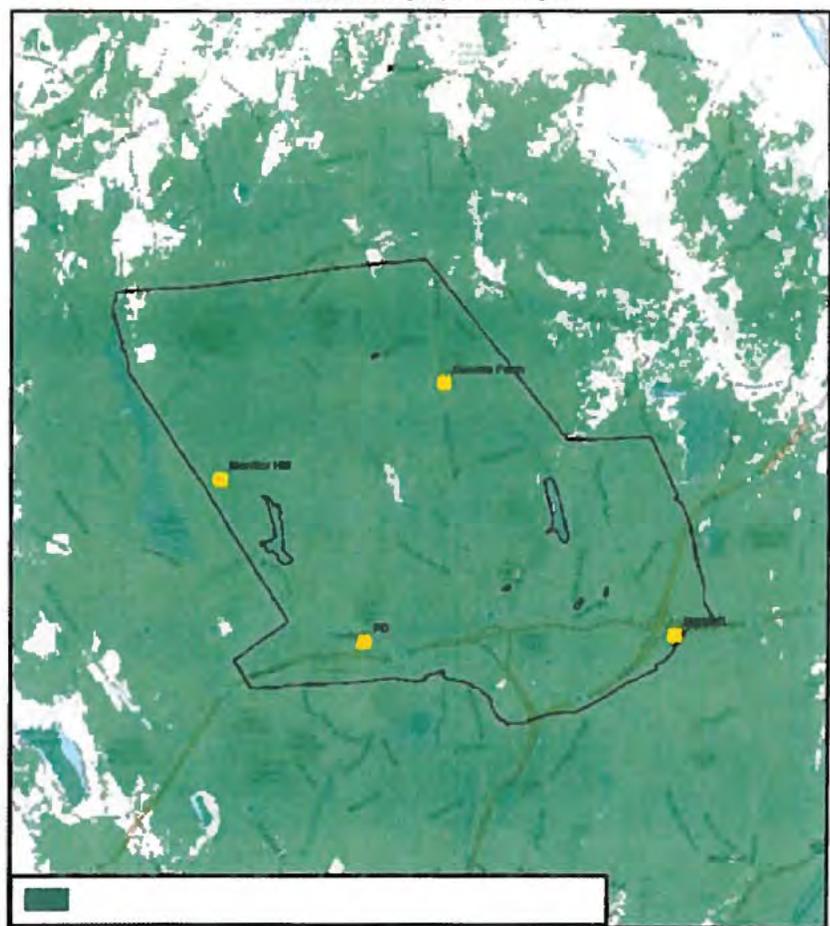
Hydra 4.4 2/27/03  
Portion(s) of GIS Source Data Copyright © 2000 ESRI, AND, TAMA, ESRI Japan, UNEP-WCMC.  
T2 & R2 Hip Level with Swivel Case & RDM, 1/2-wave whip antenna

## New Simulcast System



Town of Trumbull, CT  
800 MHz ASTRO P25 Simulcast System  
Outbound Coverage Map in 10dB Building Loss

This map is a computer generated representation of the actual situation and is not intended to be used as a substitute for a site survey. The accuracy of the information is not guaranteed. The user assumes all responsibility for the use of the information and shall not hold the provider liable for any damages or losses.



VXG367  
CCDTLAB-03

Hydra 4.4 2/27/03  
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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**

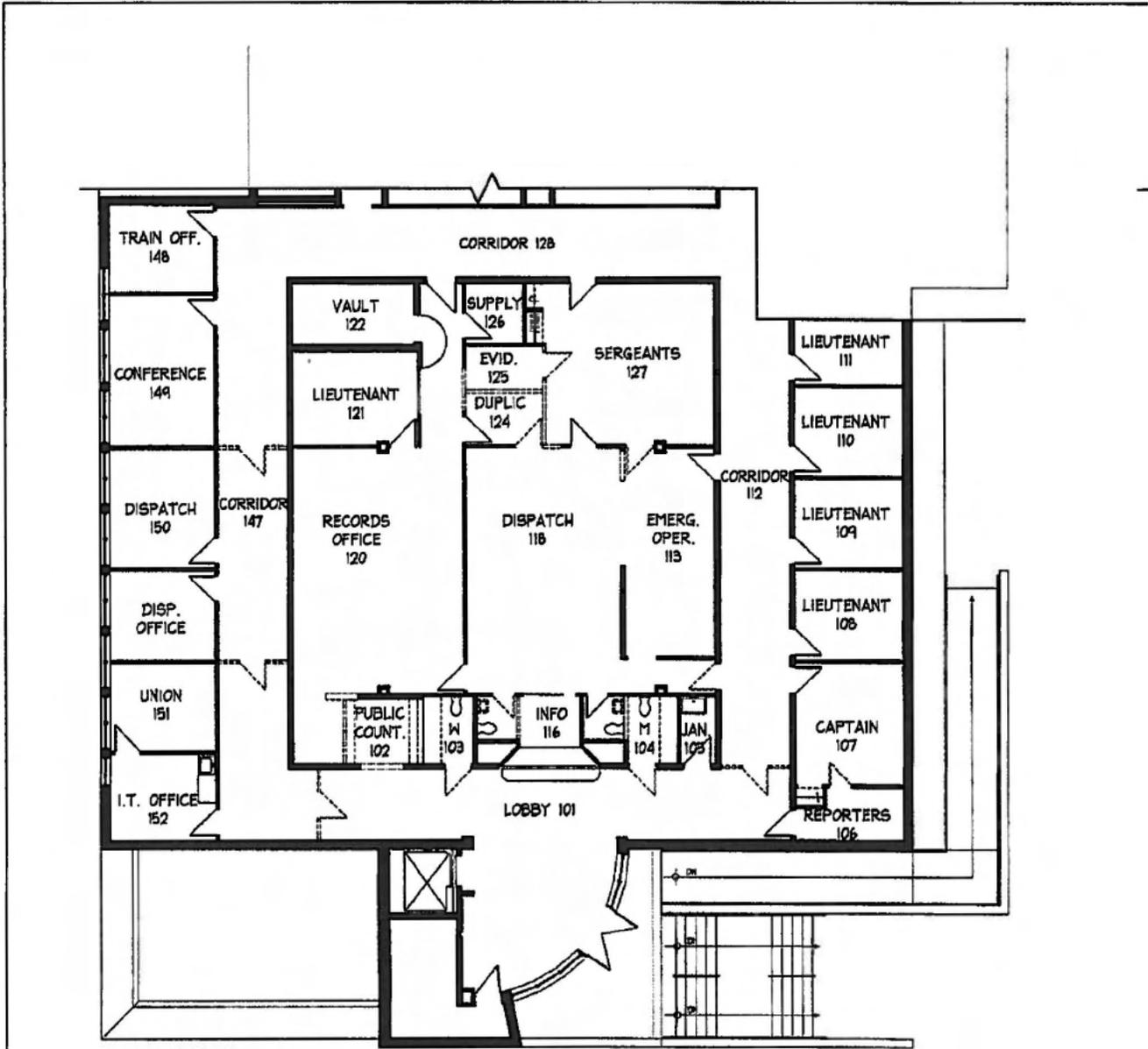
**Budget Detail 10-25-13**

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	160	hrs	\$ 55	\$ 8,800	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	\$ 9.45	\$ 6,615	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	\$ 1,260	\$ 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%

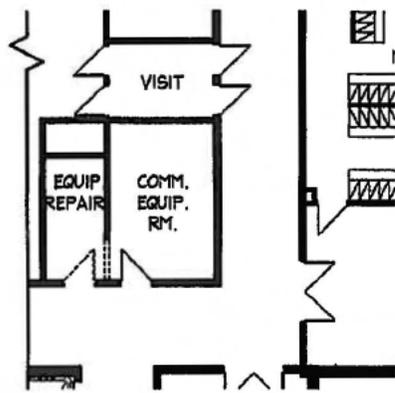


**Emergency Communication Center**

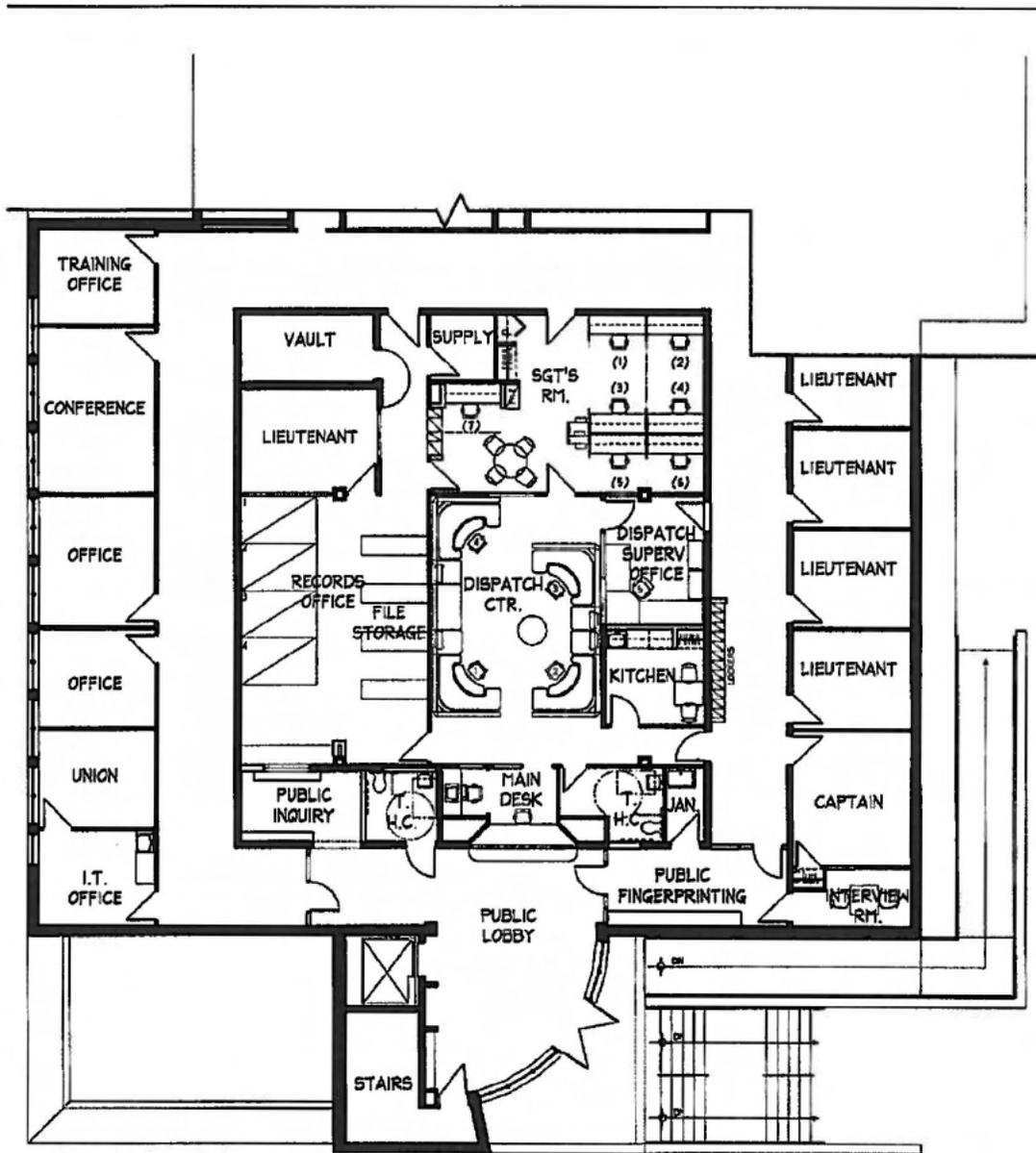
Section	Description	QTY	Unit	Unit Cost	Total Cost	% Total
DIV 12	FURNISHINGS					0.0%
	NA		ls	\$ -	\$ -	0.0%
DIV 13	SPECIAL CONSTRUCTION					0.8%
	Bullet Resistant Paneling	1	ls	\$ 4,000.00	\$ 4,000	0.4%
	Bullet Resistant Service Window	1	ls	\$ 8,000.00	\$ 8,000	0.8%
DIV 14	CONVEYING SYSTEMS					0.0%
DIV 15	FIRE PROTECTION					1.1%
	Sprinkler existing space	3,000	sf	\$ 3.50	\$ 10,500	1.1%
DIV 15	PLUMBING					3.2%
	Two bathrooms, one kitchenette, misc.	1	ls	\$ 32,000.00	\$ 32,000	3.2%
DIV 15	MECHANICAL-HVAC					1.5%
	New HVAC system Dispatch/Sgts	2,750	sf	\$ 45.00	\$ 123,750	12.5%
	New HVAC system Comm Equip Room	1	ls	\$ 15,000.00	\$ 15,000	1.5%
DIV 18	ELECTRICAL					22.9%
	IT	1	ls	\$ 25,000.00	\$ 25,000	2.5%
	Electrical	4,500	sf	\$ 45.00	\$ 202,500	20.4%
	<b>S.F. COST</b>					
	EXISTING CONSTRUCTION	159				
				<b>SUBTOTAL</b>	\$ 716,215	
				<b>BOND COSTS</b>	\$ 40,148	1.5%
				<b>BUILDING PERMIT FEE</b>	\$ -	NA
				<b>OVERHEAD &amp; PROFIT</b>	\$ 107,432	15.0%
				<b>DESIGN CONTINGENCY</b>	\$ 57,297	8.0%
				<b>CONSTR. CONTINGENCY</b>	\$ 71,622	10.0%
				<b>TOTAL BUDGET</b>	\$ 992,713	



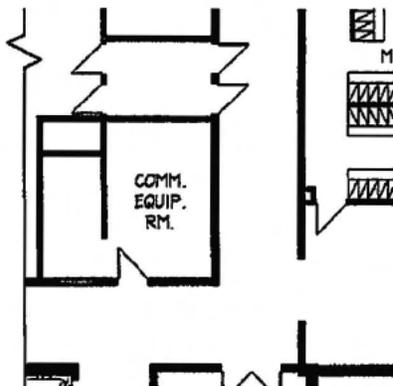
1 PARTIAL EXISTING MAIN FLOOR PLAN  
1/8"=1'-0"



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 REMAIN
	NEW HALL
	HALL TO BE DEMOLISHED
	EXISTING DOOR
	NEW DOOR

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

**JJHI**  
**JACUNSKI HUMES**  
**ARCHITECTS, LLC**

15 MASSINGO DRIVE  
SUITE 101  
BERLIN, CT 06037  
TEL 860-838-9231  
FAX 860-838-9233

**PROPOSED  
FLOOR  
PLANS**

PROJ. NO. JH 0726  
SCALE 1/8"=1'-0"  
DATE MAY 29, 2015

DRAWING NO.

**A-1**

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



**Quote Number: 12979**

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

**Revision: B**

**Orig Create Date: 1/25/2013**

**Expires: 1/26/2014**

**Opp #: 0007444**

**Page: 1 of 3**

**Quote**

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

**Quote To:**  
 Acct: TRUPOLTRCT  
  
 Trumbull Police Department  
 158 Edison Road  
 Trumbull CT 06611  
  
 Phone: (203) 261-3665

**Ship To:** Trumbull Police Department  
 158 Edison Road  
  
 Trumbull  
 CT 06611  
  
**Sales Person:** JOANNA WITHERILL  
 Rep Phone: 207-712-1746  
 Email: joannap@xybix.com

*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')	6	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	13166	Datadock - Panel Mount RJ45 CAT6 Coupler	8	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**

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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	<sup>10</sup>	8.0 EA	\$128.00	40	\$76.80	\$614.40
6.01	14976	6 Outlet Power Strip 25'	<sup>11</sup>	1.0 EA	\$-	40	\$0.00	\$0.00
7.00	13171	Task Light - Trillium LED Kit	<sup>12</sup>	4.0 EA	\$598.00	40	\$358.80	\$1,435.20
8.00	12778.	Shelf 2 Wide Under Surface Curved	<sup>15</sup>	4.0 EA	\$160.00	40	\$96.00	\$384.00
9.01	14462	MyClimate Personal Climate Control With Forced Air Heat 1000W	<sup>17</sup>	4.0 EA	\$2,730.00	40	\$1,638.00	\$6,552.00
10.00	12033.	Return Worksurface - 36Wx36D	<sup>18</sup>	2.0 EA	\$390.00	40	\$234.00	\$468.00
10.01	12033.	Return Worksurface - 42Wx36D	<sup>19</sup>	1.0 EA	\$390.00	40	\$234.00	\$234.00
11.00	13629.	CPU Cabinet - Tech Tower Single Left Access 18W	<sup>20</sup>	1.0 EA	\$1,592.00	40	\$955.20	\$955.20
11.01	13629.	CPU Cabinet - Tech Tower Single Right Access 18W	<sup>21</sup>	1.0 EA	\$1,592.00	40	\$955.20	\$955.20
11.02	13623FT.	CPU Cabinet - CPU 36Wx33D With Flip Top Hinge	<sup>22</sup>	1.0 EA	\$1,663.00	40	\$997.80	\$997.80
11.03	13625FT.	CPU Cabinet - CPU 42Wx33D With Flip Top Hinge	<sup>23</sup>	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	<sup>24</sup>	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 -	<sup>25</sup>	2.0 EA	\$798.00	40	\$478.80	\$957.60
13.00	10025.	Rotating Resource Guide - Freestanding 40 in	<sup>26</sup>	1.0 EA	\$2,354.00	40	\$1,412.40	\$1,412.40
18.00	12561.	U-Channel Support - Side Mount	<sup>27</sup>	2.0 EA	\$150.00	40	\$90.00	\$180.00
19.00	10176	Cup Holder - Blk	<sup>28</sup>	4.0 EA	\$90.00	40	\$54.00	\$216.00
88.00	12109	Seating - Highback Model 3142-open market	<sup>33</sup>	4.0 EA	\$1,250.00		\$1,250.00	\$5,000.00
90.00	12356	Installers Kit	<sup>30</sup>	4.0 EA	\$-	40	\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	<sup>31</sup>	1.0 EA	\$-		\$0.00	\$0.00

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

Freight - FullTruck 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
		<b>Quote Total:</b>	<b>\$57,473.00</b>

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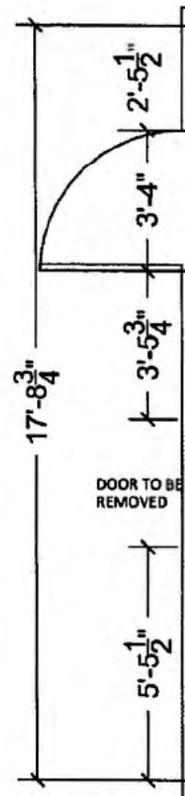
**Note 1:**

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

**Note 2:**

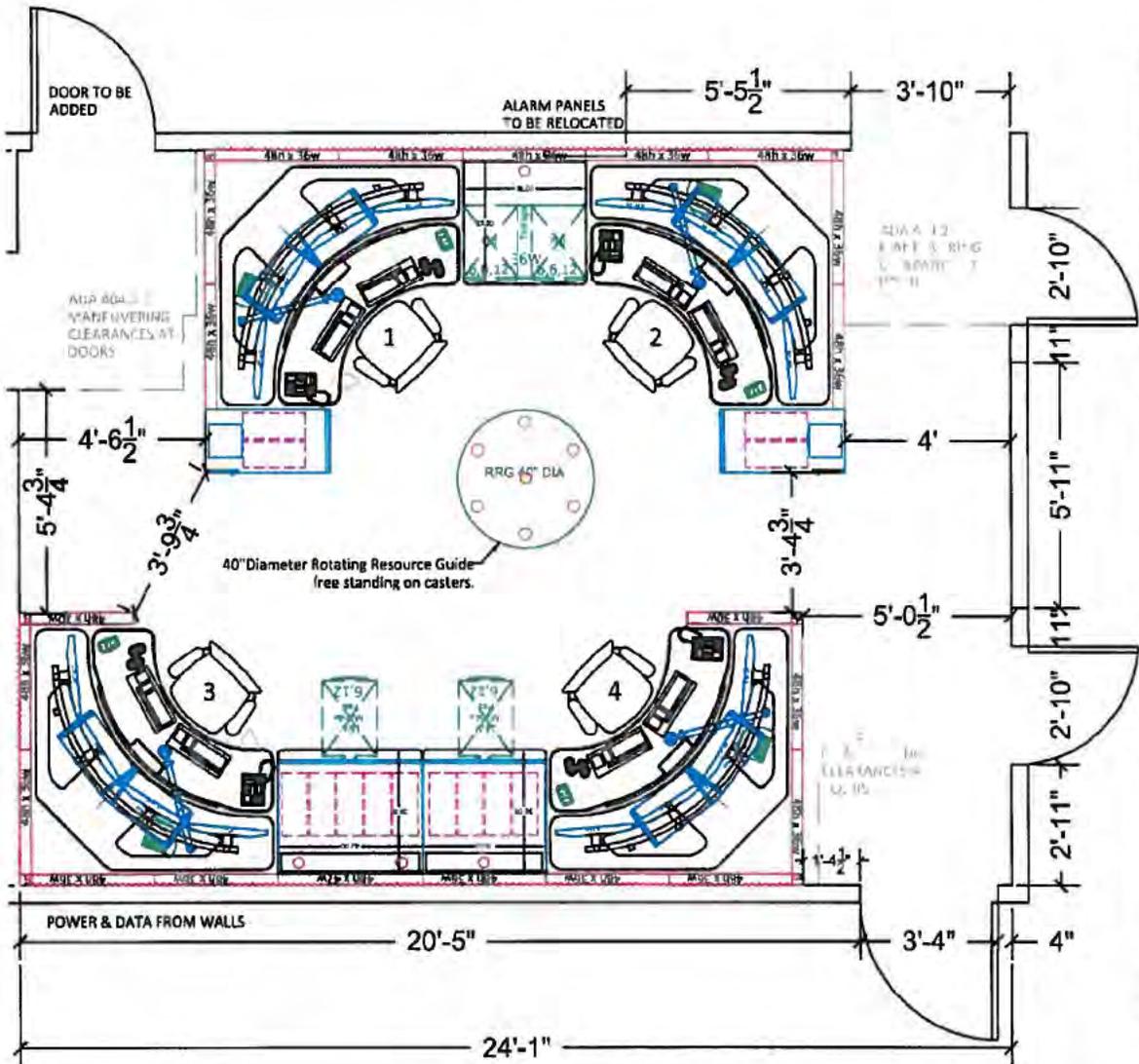
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus 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 QUOTE		FINISH SELECTIONS		REV	REVI
Monitors-DVI-D: qty.	VGA: qty.	Panel Trim: Color		0	DESCI
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 regarded by the Client as being necessary to 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: \_\_\_\_\_

**Legend**

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



REVISIONS	DESCRIPTION	DATE	DSGN
		01.16.13	jmg
		10.28.13	jmg

<b>Trumbull Police Department PSAP</b> 158 Edison Road Trumbull, CT 06611	
DRAWING NAME:	OPPORTUNITY:
Furniture Layout	0007444
SHEET:	SCALE
Plan View	1/4" = 1'-0"

8207 SouthPark Circle  
 Littleton, CO. 80120  
 O.800.788.2810 F.303.681.5454  
 www.xybix.com

Designer: Josi Gebhardt  
 Email: josi@xybix.com

Sales Rep: Joanna Pease  
 Email: joannap@xybix.com

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.

REV	1
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## 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

A handwritten signature in black ink, appearing to read 'Adam Wojcik', with a large, loopy flourish underneath.



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: XXXXXXXXXX  
 Trumbull Police Department

Ship To: XXXXXXXXXX

**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	\$1,464.00	\$2,928.00
8	SNC DH140T 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	SNC DH120T Network 720p HD Vandal Resistant Minidome Camera	\$576.84	\$3,459.84
10	SNC DH120 Network 720p HD Minidome Camera	\$542.64	\$5,426.40
3	SNC DH260 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 Zarnary

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

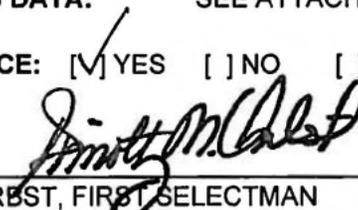
(C) BOND RESOLUTION

(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

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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.

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

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
Total:	\$199,950

**Town of Trumbull  
Technology Department  
Supplemental**

<b>Item</b>	<b>Description</b>	<b>Subtotal</b>
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>



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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
01 GENERAL GOVERNMENT							
01012600 TECHNOLOGY							
01012600 581888 CAPITAL OUTLAY	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%
TOTAL TECHNOLOGY	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%
TOTAL GENERAL GOVERNMENT	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%
TOTAL GENERAL FUND	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%
TOTAL EXPENSES	172,160	0	172,160	35,412.69	23,964.60	112,782.71	
GRAND TOTAL	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%

\*\* END OF REPORT - Generated by Maria Pires \*\*



TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 14-Nov-13  
AGENDA: 11-13-03  
AMOUNT: \$3,132

2013-2014

(A) APPROPRIATION [ ] FROM: ACCOUNT NO. 01022000-501101  
ACCOUNT NAME Full Time Salary

\$3,132

(B) TRANSFER [X]

TO: ACCOUNT NO. 01022000-501102  
ACCOUNT NAME Part Time Salary

\$3,132

(C) BOND RESOLUTION [ ]

(D) SUMMARY OF REQUEST: Salary for part time Fleet Manager / Mechanic

(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 \_\_\_



POLICE DEPARTMENT  
**Town of Trumbull**  
CONNECTICUT 06611



Michael A. Harry  
Deputy Chief of Police

158 Edison Road  
Trumbull, CT 06611  
203-261-3665

Date: October 31, 2013

To: Maria Pires  
Director of Finance

Re: Transfer of Funds

Maria,

For clarification, the request for the transfer of funds from the full-time salary account to the permanent part-time account is to cover the cost of a new position. That new position will be a part-time fleet manager / mechanic who will oversee the operational safety of vehicles assigned to the Police Department.

The frequency of repairs needed and the timeliness needed for the return of these vehicles being a priority, an additional burden was placed on the Public Works Department and delays were sometimes encountered along the way. In discussions between the First Selectman, the Chief of Police, the Director of Public Works, and the Police Union, it was determined that the most effective and efficient manner in servicing the police fleet for immediate and necessary repairs as well as preventive maintenance, would be the hiring of a fleet manager / mechanic on a part-time basis for the remainder of the current fiscal year.

Respectfully,

D/C Michael Harry



POLICE DEPARTMENT  
**Town of Trumbull**  
CONNECTICUT 06611



Michael A. Harry  
Deputy Chief of Police

158 Edison Road  
Trumbull, CT 06611  
203-261-3665

Date: October 31, 2013

To: Maria Pires  
Director of Finance

Re: Transfer of Funds

Maria,

I have broken down the transfer amount as follows:

Salary for Fleet Manager / Mechanic: 19.5 hrs. X \$22.00/hr X 30 weeks left in the current FY13-14 budget amounts to: \$12,870.00

Current amount left in Temporary Part-time account: 19.5 hrs. X \$22.70/hr X 22 weeks passed and not expended as Temporary Part-time employee has not been hired yet amounts to: \$9,738.30

Therefore, the salary for the part-time Fleet Manager / Mechanic less the amount not yet spent for the part-time employee not yet hired leaves \$3,131.70 needed to be transferred to meet the expected salary.

Regarding the Full-Time salary account, there is currently an officer out on UNPAID leave for twelve weeks. That Officer's salary is \$1,367.15 per week. It would require a transfer of just 2.21 weeks' salary to cover the balance of the Fleet Manager / Mechanic position.

Sincerely,

D/C Michael Harry

**TOWN OF TRUMBULL**

**TRANSFERS**

**FYE 6/30/2013**

<b>ACCOUNT DESCRIPTION</b>	<b>ACCOUNT NUMBER</b>	<b>BALANCE BEFORE TRANSFER</b>	<b>AMOUNT OF TRANSFER</b>	<b>BALANCE AFTER TRANSFER</b>
<b>FROM</b>				
Full Time Salary	01022000-5801101	4,301,173.53	3,132.00	4,298,041.53
<b>TO</b>				
Permanent Part Time	01022000-5801102	40,652.84	3,132.00	43,784.84

FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
01 GENERAL FUND	-----						
02 PUBLIC SAFETY	-----						
01022000 POLICE	-----						
01022000 501101 SALARIES-FT/PERMAN	6,148,984	0	6,148,984	2,076,433.37	.00	4,072,550.63	33.8%
01022000 501102 SALARIES-PT/PERMAN	54,079	0	54,079	15,602.15	.00	38,476.85	28.9%
TOTAL POLICE	6,203,063	0	6,203,063	2,092,035.52	.00	4,111,027.48	33.7%
TOTAL PUBLIC SAFETY	6,203,063	0	6,203,063	2,092,035.52	.00	4,111,027.48	33.7%
TOTAL GENERAL FUND	6,203,063	0	6,203,063	2,092,035.52	.00	4,111,027.48	33.7%
TOTAL EXPENSES	6,203,063	0	6,203,063	2,092,035.52	.00	4,111,027.48	
GRAND TOTAL	6,203,063	0	6,203,063	2,092,035.52	.00	4,111,027.48	33.7%

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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>01 GENERAL FUND</b>							
<b>01 GENERAL GOVERNMENT</b>							
<b>01010000 TOWN COUNCIL</b>							
01010000 522201 SERVICES & FEES-CL	12,853	0	12,853	4,284.16	.00	8,568.84	33.3%
01010000 522202 SERVICES & FEES-PR	53,000	0	53,000	20,000.00	.00	33,000.00	37.7%
01010000 545501 COMMUNICATIONS-LEG	17,000	0	17,000	3,409.04	.00	13,590.96	20.1%
TOTAL TOWN COUNCIL	82,853	0	82,853	27,693.20	.00	55,159.80	33.4%
<b>01010100 THE TRUMBULL NATURE COMMISSION</b>							
01010100 522201 SERVICES & FEES-CL	780	0	780	240.00	.00	540.00	30.8%
01010100 578801 MNTNCE/REPAIR SERV	114	0	114	.00	.00	114.00	.0%
01010100 590011 UTILITIES-HEAT	3,705	0	3,705	.00	.00	3,705.00	.0%
01010100 590012 UTILITIES-ELECTRICI	913	0	913	164.27	.00	748.73	18.0%
01010100 590013 UTILITIES-WATER	502	0	502	64.10	.00	437.90	12.8%
01010100 590014 UTILITIES-TELEPHON	1,000	0	1,000	215.54	.00	784.46	21.6%
TOTAL THE TRUMBULL NATURE COMMISSION	7,014	0	7,014	683.91	.00	6,330.09	9.8%
<b>01010200 ETHICS COMMISSION</b>							
01010200 522201 SERVICES & FEES-CL	120	0	120	.00	.00	120.00	.0%
TOTAL ETHICS COMMISSION	120	0	120	.00	.00	120.00	.0%
<b>01010400 FIRST SELECTMAN</b>							
01010400 501101 SALARIES-FT/PERMAN	271,707	0	271,707	89,740.44	.00	181,966.56	33.0%
01010400 556601 PROFESSIONAL DEV-S	3,500	0	3,500	625.00	.00	2,875.00	17.9%
01010400 567704 TRANSPORTATION-EXP	3,500	0	3,500	1,651.99	.00	1,848.01	47.2%





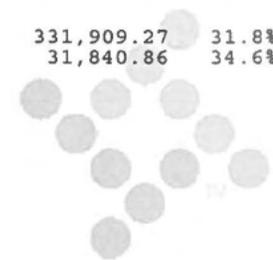
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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

PG 2  
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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FIRST SELECTMAN	278,707	0	278,707	92,017.43	.00	186,689.57	33.0%
<b>01010600 PROBATE</b>							
01010600 522203 SERVICES & FEES-AN	2,832	0	2,832	2,832.00	.00	.00	100.0%
01010600 534401 MATERIALS & SUPPLI	1,586	0	1,586	1,586.00	.00	.00	100.0%
01010600 545504 COMMUNICATIONS-POS	2,718	0	2,718	2,718.00	.00	.00	100.0%
01010600 556604 PROFESSIONAL DEV-P	736	0	736	736.00	.00	.00	100.0%
01010600 589901 RENTALS-ANNUAL REN	1,529	0	1,529	1,529.00	.00	.00	100.0%
01010600 590014 UTILITIES-TELEPHON	1,869	0	1,869	1,869.00	.00	.00	100.0%
TOTAL PROBATE	11,270	0	11,270	11,270.00	.00	.00	100.0%
<b>01010800 ELECTIONS</b>							
01010800 501101 SALARIES-FT/PERMAN	48,760	0	48,760	18,802.53	.00	29,957.47	38.6%
01010800 501102 SALARIES-PT/PERMAN	18,980	0	18,980	6,293.35	.00	12,686.65	33.2%
01010800 501105 SALARIES-OVERTIME	1,632	0	1,632	310.64	.00	1,321.36	19.0%
01010800 522202 SERVICES & FEES-PR	2,200	0	2,200	500.00	.00	1,700.00	22.7%
01010800 522203 SERVICES & FEES-AN	15,750	0	15,750	780.00	.00	14,970.00	5.0%
01010800 522205 PROGRAM EXPENSES	9,456	0	9,456	2,098.00	.00	7,358.00	22.2%
01010800 534402 PROGRAM SUPPLIES	6,680	0	6,680	315.47	71.65	6,292.88	5.8%
01010800 545501 COMMUNICATIONS-LEG	325	0	325	.00	.00	325.00	.0%
01010800 545504 COMMUNICATIONS-POS	4,170	0	4,170	3,352.23	.00	817.77	80.4%
01010800 556601 PROFESSIONAL DEV-S	780	0	780	280.00	.00	500.00	35.9%
01010800 556602 PROFESSIONAL DEV-A	150	0	150	110.00	.00	40.00	73.3%
01010800 556605 PROFESSIONAL DEV-T	542	0	542	98.31	.00	443.69	18.1%
01010800 578801 MNTNCE/REPAIR SERV	2,000	0	2,000	.00	.00	2,000.00	.0%
01010800 581888 CAPITAL OUTLAY	500	0	500	429.93	.00	70.07	86.0%
01010800 590014 UTILITIES-TELEPHON	3,193	0	3,193	.00	.00	3,193.00	.0%
TOTAL ELECTIONS	115,118	0	115,118	33,370.46	71.65	81,675.89	29.1%
<b>01011000 FINANCE DEPARTMENT</b>							
01011000 501101 SALARIES-FT/PERMAN	486,516	0	486,516	154,606.73	.00	331,909.27	31.8%
01011000 501102 SALARIES-PT/PERMAN	48,706	0	48,706	16,865.14	.00	31,840.86	34.6%





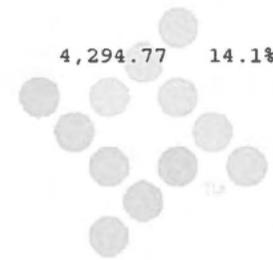
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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

PG 3  
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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01011000 501105 SALARIES-OVERTIME	500	0	500	.00	.00	500.00	.0%
01011000 501106 SALARIES-LONGEVITY	625	0	625	.00	.00	625.00	.0%
01011000 556601 PROFESSIONAL DEV-S	2,000	0	2,000	210.00	.00	1,790.00	10.5%
01011000 556602 PROFESSIONAL DEV-A	470	0	470	130.00	.00	340.00	27.7%
01011000 556603 PROFESSIONAL DEV-I	2,000	0	2,000	.00	.00	2,000.00	.0%
01011000 556604 PROFESSIONAL DEV-P	350	0	350	.00	.00	350.00	.0%
01011000 567704 TRANSPORTATION-EXP	300	0	300	49.96	.00	250.04	16.7%
<b>TOTAL FINANCE DEPARTMENT</b>	<b>541,467</b>	<b>0</b>	<b>541,467</b>	<b>171,861.83</b>	<b>.00</b>	<b>369,605.17</b>	<b>31.7%</b>
<b>01011400 BOARD OF FINANCE</b>							
01011400 501101 SALARIES-FT/PERMAN	72,012	0	72,012	24,927.13	.00	47,084.87	34.6%
01011400 522201 SERVICES & FEES-CL	3,125	0	3,125	250.00	.00	2,875.00	8.0%
01011400 545501 COMMUNICATIONS-LEG	1,000	0	1,000	.00	.00	1,000.00	.0%
01011400 556602 PROFESSIONAL DEV-A	140	0	140	.00	.00	140.00	.0%
<b>TOTAL BOARD OF FINANCE</b>	<b>76,277</b>	<b>0</b>	<b>76,277</b>	<b>25,177.13</b>	<b>.00</b>	<b>51,099.87</b>	<b>33.0%</b>
<b>01011600 TAX ASSESSOR</b>							
01011600 501101 SALARIES-FT/PERMAN	248,430	0	248,430	81,508.83	.00	166,921.17	32.8%
01011600 501102 SALARIES-PT/PERMAN	32,084	0	32,084	10,394.08	.00	21,689.92	32.4%
01011600 501105 SALARIES-OVERTIME	2,250	0	2,250	64.96	.00	2,185.04	2.9%
01011600 501888 UNIFORM ALLOWANCE	150	0	150	.00	.00	150.00	.0%
01011600 522202 SERVICES & FEES-PR	75,000	0	75,000	1,547.50	.00	73,452.50	2.1%
01011600 522204 SERVICES & FEES-CO	20,310	0	20,310	19,850.00	.00	460.00	97.7%
01011600 534402 PROGRAM SUPPLIES	830	0	830	603.21	.00	226.79	72.7%
01011600 545501 COMMUNICATIONS-LEG	225	0	225	.00	.00	225.00	.0%
01011600 556601 PROFESSIONAL DEV-S	4,750	-1,950	2,800	125.00	.00	2,675.00	4.5%
01011600 556602 PROFESSIONAL DEV-A	500	0	500	.00	.00	500.00	.0%
01011600 581888 CAPITAL OUTLAY	0	1,950	1,950	1,853.32	.00	96.68	95.0%
<b>TOTAL TAX ASSESSOR</b>	<b>384,529</b>	<b>0</b>	<b>384,529</b>	<b>115,946.90</b>	<b>.00</b>	<b>268,582.10</b>	<b>30.2%</b>
<b>01011800 BOARD OF ASSESSMENT APPEALS</b>							
01011800 522201 SERVICES & FEES-CL	5,000	0	5,000	705.23	.00	4,294.77	14.1%





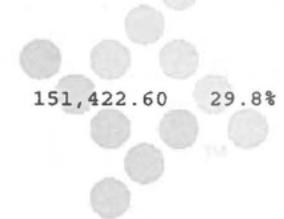
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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01011800 545501 COMMUNICATIONS-LEG	650	0	650	.00	.00	650.00	.0%
01011800 556601 PROFESSIONAL DEV-S	200	0	200	.00	.00	200.00	.0%
TOTAL BOARD OF ASSESSMENT APPEALS	5,850	0	5,850	705.23	.00	5,144.77	12.1%
<b>01012000 TAX COLLECTOR</b>							
01012000 501101 SALARIES-FT/PERMAN	281,028	0	281,028	92,706.95	.00	188,321.05	33.0%
01012000 501102 SALARIES-PT/PERMAN	22,621	0	22,621	9,481.18	.00	13,139.82	41.9%
01012000 501105 SALARIES-OVERTIME	4,000	0	4,000	709.11	.00	3,290.89	17.7%
01012000 501106 SALARIES-LONGEVITY	425	0	425	.00	.00	425.00	.0%
01012000 522203 SERVICES & FEES-AN	11,480	0	11,480	9,692.48	.00	1,787.52	84.4%
01012000 522204 SERVICES & FEES-CO	19,775	0	19,775	8,800.00	.00	10,975.00	44.5%
01012000 534401 MATERIALS & SUPPLI	10,000	0	10,000	454.94	267.64	9,277.42	7.2%
01012000 545501 COMMUNICATIONS-LEG	3,750	0	3,750	485.48	.00	3,264.52	12.9%
01012000 545504 COMMUNICATIONS-POS	26,003	0	26,003	.00	.00	26,003.00	.0%
01012000 556601 PROFESSIONAL DEV-S	550	0	550	327.00	.00	223.00	59.5%
01012000 556602 PROFESSIONAL DEV-A	240	0	240	25.00	.00	215.00	10.4%
TOTAL TAX COLLECTOR	379,872	0	379,872	122,682.14	267.64	256,922.22	32.4%
<b>01012200 PURCHASING</b>							
01012200 501101 SALARIES-FT/PERMAN	72,979	0	72,979	24,540.39	.00	48,438.61	33.6%
01012200 501106 SALARIES-LONGEVITY	200	0	200	.00	.00	200.00	.0%
01012200 545501 COMMUNICATIONS-LEG	6,300	0	6,300	1,387.56	.00	4,912.44	22.0%
01012200 556601 PROFESSIONAL DEV-S	100	0	100	.00	.00	100.00	.0%
01012200 556602 PROFESSIONAL DEV-A	30	0	30	30.00	.00	.00	100.0%
TOTAL PURCHASING	79,609	0	79,609	25,957.95	.00	53,651.05	32.6%
<b>01012400 TREASURER</b>							
01012400 501101 SALARIES-FT/PERMAN	22,100	0	22,100	7,078.63	.00	15,021.37	32.0%
TOTAL TREASURER	22,100	0	22,100	7,078.63	.00	15,021.37	32.0%
<b>01012600 TECHNOLOGY</b>							
01012600 501101 SALARIES-FT/PERMAN	215,766	0	215,766	64,343.40	.00	151,422.60	29.8%





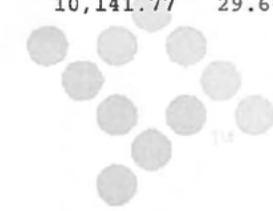
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	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01012600 501102 SALARIES-PT/PERMAN	24,812	0	24,812	6,912.62	.00	17,899.38	27.9%
01012600 522204 SERVICES & FEES-CO	213,176	0	213,176	100,635.46	81,682.16	30,858.38	85.5%
01012600 556601 PROFESSIONAL DEV-S	10,380	0	10,380	.00	.00	10,380.00	.0%
01012600 556602 PROFESSIONAL DEV-A	185	0	185	.00	.00	185.00	.0%
01012600 556603 PROFESSIONAL DEV-I	9,500	0	9,500	.00	.00	9,500.00	.0%
01012600 578802 MNTNCE/REP-EQUIPME	5,000	0	5,000	234.98	99.00	4,666.02	6.7%
01012600 581888 CAPITAL OUTLAY	172,160	0	172,160	35,412.69	23,964.60	112,782.71	34.5%
<b>TOTAL TECHNOLOGY</b>	<b>650,979</b>	<b>0</b>	<b>650,979</b>	<b>207,539.15</b>	<b>105,745.76</b>	<b>337,694.09</b>	<b>48.1%</b>
<b>01012800 TOWN ATTORNEYS</b>							
01012800 522202 SERVICES & FEES-PR	312,000	0	312,000	90,500.00	.00	221,500.00	29.0%
<b>TOTAL TOWN ATTORNEYS</b>	<b>312,000</b>	<b>0</b>	<b>312,000</b>	<b>90,500.00</b>	<b>.00</b>	<b>221,500.00</b>	<b>29.0%</b>
<b>01013000 HUMAN RESOURCES</b>							
01013000 501101 SALARIES-FT/PERMAN	117,844	0	117,844	39,960.99	.00	77,883.01	33.9%
01013000 501105 SALARIES-OVERTIME	2,000	0	2,000	1,145.84	.00	854.16	57.3%
01013000 501106 SALARIES-LONGEVITY	200	0	200	.00	.00	200.00	.0%
01013000 522201 SERVICES & FEES-CL	420	0	420	60.00	.00	360.00	14.3%
01013000 522202 SERVICES & FEES-PR	80,150	0	80,150	13,000.00	.00	67,150.00	16.2%
01013000 522203 SERVICES & FEES-AN	3,000	0	3,000	.00	.00	3,000.00	.0%
01013000 545501 COMMUNICATIONS-LEG	5,500	0	5,500	.00	.00	5,500.00	.0%
01013000 556601 PROFESSIONAL DEV-S	0	12	12	12.43	.00	.00	100.0%
01013000 556602 PROFESSIONAL DEV-A	175	-12	163	.00	.00	162.57	.0%
01013000 556604 PROFESSIONAL DEV-P	560	0	560	29.95	.00	530.05	5.3%
<b>TOTAL HUMAN RESOURCES</b>	<b>209,849</b>	<b>0</b>	<b>209,849</b>	<b>54,209.21</b>	<b>.00</b>	<b>155,639.79</b>	<b>25.8%</b>
<b>01013400 EMPLOYEE BENEFITS</b>							
01013400 511150 FRINGE BENEFITS-FI	1,550,939	0	1,550,939	487,486.21	.00	1,063,452.79	31.4%
01013400 511151 FRINGE BENEFITS-ME	5,132,244	0	5,132,244	804,502.78	.00	4,327,741.22	15.7%
01013400 511152 FRINGE BENEFITS-WO	975,000	0	975,000	475,669.37	.00	499,330.63	48.8%
01013400 511153 FRINGE BENEFITS-UN	78,000	0	78,000	11,303.00	.00	66,697.00	14.5%
01013400 511154 FRINGE BENEFITS-ME	14,400	0	14,400	4,258.23	.00	10,141.77	29.6%





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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01013400 511155 FRINGE BENEFITS-LI	43,500	0	43,500	14,026.66	.00	29,473.34	32.2%
01013400 511159 FRINGE BENEFITS-CL	600	0	600	60.00	.00	540.00	10.0%
01013400 522106 PENSION CONTRIBUTI	1,700,000	0	1,700,000	850,000.00	.00	850,000.00	50.0%
01013400 522107 PENSION CONTR-TOWN	4,576,000	0	4,576,000	2,288,000.00	.00	2,288,000.00	50.0%
01013400 522108 POLICE RET-MED/LIF	160,000	0	160,000	.00	.00	160,000.00	.0%
01013400 522110 DEFINED CONTR-TOWN	35,000	0	35,000	15,268.59	.00	19,731.41	43.6%
01013400 522202 SERVICES & FEES-PR	21,880	0	21,880	3,797.35	.00	18,082.65	17.4%
<b>TOTAL EMPLOYEE BENEFITS</b>	<b>14,287,563</b>	<b>0</b>	<b>14,287,563</b>	<b>4,954,372.19</b>	<b>.00</b>	<b>9,333,190.81</b>	<b>34.7%</b>
<b>01013600 TOWN CLERK</b>							
01013600 501101 SALARIES-FT/PERMAN	218,702	0	218,702	70,028.27	.00	148,673.73	32.0%
01013600 501105 SALARIES-OVERTIME	3,500	0	3,500	974.62	.00	2,525.38	27.8%
01013600 501106 SALARIES-LONGEVITY	850	0	850	.00	.00	850.00	.0%
01013600 522204 SERVICES & FEES-CO	26,400	0	26,400	4,705.98	21,694.02	.00	100.0%
01013600 522205 PROGRAM EXPENSES	3,500	0	3,500	.00	.00	3,500.00	.0%
01013600 534402 PROGRAM SUPPLIES	3,200	0	3,200	.00	.00	3,200.00	.0%
01013600 545501 COMMUNICATIONS-LEG	3,000	0	3,000	560.00	.00	2,440.00	18.7%
01013600 556601 PROFESSIONAL DEV-S	2,080	0	2,080	624.00	.00	1,456.00	30.0%
01013600 556602 PROFESSIONAL DEV-A	620	0	620	.00	.00	620.00	.0%
01013600 567703 TRANSPORTATION-TRA	0	0	0	75.68	.00	-75.68	100.0%
01013600 578801 MNTNCE/REPAIR SERV	250	0	250	250.00	.00	.00	100.0%
01013600 578803 MNTNCE/REP-PROGRAM	2,500	0	2,500	2,029.25	675.25	-204.50	108.2%
01013600 598889 ST OF CT-FISHING &	0	0	0	1,196.00	.00	-1,196.00	100.0%
01013600 598890 ST OF CT-MARRIAGE	0	0	0	874.00	.00	-874.00	100.0%
<b>TOTAL TOWN CLERK</b>	<b>264,602</b>	<b>0</b>	<b>264,602</b>	<b>81,317.80</b>	<b>22,369.27</b>	<b>160,914.93</b>	<b>39.2%</b>
<b>01013800 TOWN HALL</b>							
01013800 501116 CONTINGENCY	282,600	0	282,600	.00	.00	282,600.00	.0%
01013800 511160 PROPERTY/LIABILITY	921,523	0	921,523	438,072.73	.00	483,450.27	47.5%
01013800 522202 SERVICES & FEES-PR	0	65,000	65,000	249.00	.00	64,751.00	.4%
01013800 522205 PROGRAM EXPENSES	12,000	0	12,000	.00	.00	12,000.00	.0%
01013800 522208 CONTRIBUTIONS	12,750	0	12,750	2,750.00	.00	10,000.00	21.6%
01013800 534401 MATERIALS & SUPPLI	36,000	0	36,000	17,168.48	742.52	18,089.00	49.8%
01013800 534402 PROGRAM SUPPLIES	1,000	0	1,000	330.50	.00	669.50	33.1%
01013800 534403 MATERIALS & SUPPLI	1,000	0	1,000	.00	.00	1,000.00	.0%
01013800 545502 COMMUNICATIONS-PUB	1,000	0	1,000	.00	.00	1,000.00	.0%





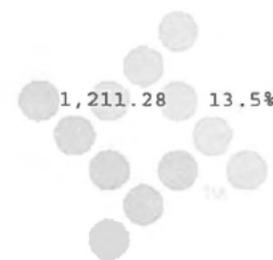
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01013800 545504 COMMUNICATIONS-POS	40,000	0	40,000	18,835.65	6,808.63	14,355.72	64.1%
01013800 578801 MNTNCE/REPAIR SERV	10,650	0	10,650	2,577.33	2,992.80	5,079.87	52.3%
01013800 578804 MNTNCE/REP-REFUSE	2,053	0	2,053	664.36	830.45	558.19	72.8%
01013800 589901 RENTALS-ANNUAL REN	21,676	0	21,676	7,703.69	12,597.70	1,374.61	93.7%
01013800 590011 UTILITIES-HEAT	13,815	0	13,815	978.38	.00	12,836.62	7.1%
01013800 590012 UTILITIES-ELECTRIC	81,144	0	81,144	27,085.52	.00	54,058.48	33.4%
01013800 590013 UTILITIES-WATER	1,958	0	1,958	522.61	.00	1,435.39	26.7%
01013800 590014 UTILITIES-TELEPHON	107,662	0	107,662	27,341.40	.00	80,320.60	25.4%
<b>TOTAL TOWN HALL</b>	<b>1,546,831</b>	<b>65,000</b>	<b>1,611,831</b>	<b>544,279.65</b>	<b>23,972.10</b>	<b>1,043,579.25</b>	<b>35.3%</b>
<b>01014200 PLANNING AND ZONING</b>							
01014200 501101 SALARIES-FT/PERMAN	245,517	0	245,517	67,480.41	.00	178,036.59	27.5%
01014200 501105 SALARIES-OVERTIME	3,000	0	3,000	1,292.73	.00	1,707.27	43.1%
01014200 501106 SALARIES-LONGEVITY	425	0	425	.00	.00	425.00	.0%
01014200 522202 SERVICES & FEES-PR	25,000	0	25,000	1,060.00	.00	23,940.00	4.2%
01014200 522205 PROGRAM EXPENSES	13,879	0	13,879	11,084.00	13.50	2,781.50	80.0%
01014200 545501 COMMUNICATIONS-LEG	17,000	0	17,000	5,071.40	.00	11,928.60	29.8%
01014200 556601 PROFESSIONAL DEV-S	2,950	0	2,950	285.00	.00	2,665.00	9.7%
01014200 556602 PROFESSIONAL DEV-A	525	0	525	.00	.00	525.00	.0%
<b>TOTAL PLANNING AND ZONING</b>	<b>308,296</b>	<b>0</b>	<b>308,296</b>	<b>86,273.54</b>	<b>13.50</b>	<b>222,008.96</b>	<b>28.0%</b>
<b>01014600 ECONOMIC DEVELOPMENT</b>							
01014600 501101 SALARIES-FT/PERMAN	95,000	0	95,000	31,057.62	.00	63,942.38	32.7%
01014600 522201 SERVICES & FEES-CL	720	0	720	.00	.00	720.00	.0%
01014600 522202 SERVICES & FEES-PR	5,000	0	5,000	900.00	.00	4,100.00	18.0%
01014600 522205 PROGRAM EXPENSES	5,500	0	5,500	.00	.00	5,500.00	.0%
01014600 534402 PROGRAM SUPPLIES	1,800	0	1,800	.00	.00	1,800.00	.0%
01014600 545503 COMMUNICATIONS-PUB	7,500	0	7,500	.00	.00	7,500.00	.0%
01014600 556601 PROFESSIONAL DEV-S	2,000	0	2,000	253.44	.00	1,746.56	12.7%
01014600 556602 PROFESSIONAL DEV-A	405	0	405	.00	.00	405.00	.0%
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>117,925</b>	<b>0</b>	<b>117,925</b>	<b>32,211.06</b>	<b>.00</b>	<b>85,713.94</b>	<b>27.3%</b>
<b>01014800 INLAND WETLANDS COMMISSION</b>							
01014800 522201 SERVICES & FEES-CL	1,400	0	1,400	188.72	.00	1,211.28	13.5%





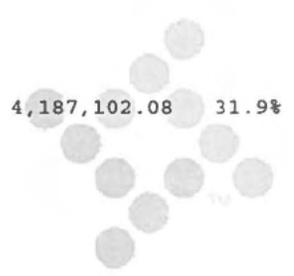
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01014800 534401 MATERIALS & SUPPLI	200	0	200	59.50	.00	140.50	29.8%
01014800 534402 PROGRAM SUPPLIES	75	0	75	55.00	.00	20.00	73.3%
01014800 545501 COMMUNICATIONS-LEG	7,700	0	7,700	4,085.28	.00	3,614.72	53.1%
01014800 556601 PROFESSIONAL DEV-S	600	0	600	455.00	.00	145.00	75.8%
01014800 556604 PROFESSIONAL DEV-P	175	0	175	.00	.00	175.00	.0%
TOTAL INLAND WETLANDS COMMISSION	10,150	0	10,150	4,843.50	.00	5,306.50	47.7%
01015400 CONSERVATION COMMISSION							
01015400 522201 SERVICES & FEES-CL	600	0	600	180.00	.00	420.00	30.0%
01015400 545502 COMMUNICATIONS-PUB	75	0	75	.00	.00	75.00	.0%
01015400 545503 COMMUNICATIONS-PUB	154	0	154	.00	.00	154.00	.0%
01015400 556601 PROFESSIONAL DEV-S	150	0	150	.00	.00	150.00	.0%
01015400 556602 PROFESSIONAL DEV-A	300	0	300	55.00	.00	245.00	18.3%
TOTAL CONSERVATION COMMISSION	1,279	0	1,279	235.00	.00	1,044.00	18.4%
01015600 CLEAN ENERGY FUND							
01015600 522205 PROGRAM EXPENSES	1,600	0	1,600	.00	.00	1,600.00	.0%
TOTAL CLEAN ENERGY FUND	1,600	0	1,600	.00	.00	1,600.00	.0%
01015800 TRANSIT DISTRICT							
01015800 522205 PROGRAM EXPENSES	44,084	0	44,084	44,084.00	.00	.00	100.0%
TOTAL TRANSIT DISTRICT	44,084	0	44,084	44,084.00	.00	.00	100.0%
TOTAL GENERAL GOVERNMENT	19,739,944	65,000	19,804,944	6,734,309.91	152,439.92	12,918,194.17	34.8%
02 PUBLIC SAFETY							
01022000 POLICE							
01022000 501101 SALARIES-FT/PERMAN	6,148,984	0	6,148,984	1,961,881.92	.00	4,187,102.08	31.9%





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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022000 501102 SALARIES-PT/PERMAN	54,079	0	54,079	14,546.26	.00	39,532.74	26.9%
01022000 501104 SALARIES-VACATION	48,567	0	48,567	9,643.00	.00	38,924.00	19.9%
01022000 501105 SALARIES-OVERTIME	400,000	0	400,000	233,898.99	.00	166,101.01	58.5%
01022000 501106 SALARIES-LONGEVITY	22,600	0	22,600	.00	.00	22,600.00	.0%
01022000 501109 SALARIES-COLLEGE I	32,700	0	32,700	.00	.00	32,700.00	.0%
01022000 501112 SHIFT DIFFERENTIAL	47,600	0	47,600	2,008.00	.00	45,592.00	4.2%
01022000 501113 HOLIDAY	303,514	0	303,514	69,924.86	.00	233,589.14	23.0%
01022000 501114 TRAINING	130,000	0	130,000	33,185.50	.00	96,814.50	25.5%
01022000 501887 POLICE UNIFORM CLE	16,500	0	16,500	6,054.14	.00	10,445.86	36.7%
01022000 501888 UNIFORM ALLOWANCE	45,320	0	45,320	8,636.66	7,284.40	29,398.94	35.1%
01022000 522203 SERVICES & FEES-AN	15,000	0	15,000	10,100.00	.00	4,900.00	67.3%
01022000 534401 MATERIALS & SUPPLI	14,832	0	14,832	4,246.53	263.77	10,321.70	30.4%
01022000 534402 PROGRAM SUPPLIES	41,200	0	41,200	10,124.02	1,199.94	29,876.04	27.5%
01022000 534403 MATERIALS & SUPPLI	5,800	0	5,800	1,206.43	753.45	3,840.12	33.8%
01022000 545503 COMMUNICATIONS-PUB	2,500	0	2,500	1,679.00	822.61	-1.61	100.1%
01022000 556601 PROFESSIONAL DEV-S	5,000	0	5,000	.00	.00	5,000.00	.0%
01022000 556602 PROFESSIONAL DEV-A	1,500	0	1,500	1,250.00	.00	250.00	83.3%
01022000 556603 PROFESSIONAL DEV-I	32,000	0	32,000	15,157.35	.00	16,842.65	47.4%
01022000 556604 PROFESSIONAL DEV-R	500	0	500	82.50	.00	417.50	16.5%
01022000 567704 TRANSPORTATION-EXP	14,200	0	14,200	1,814.95	.00	12,385.05	12.8%
01022000 578801 MNTNCE/REPAIR SERV	124,537	0	124,537	72,288.85	6,301.32	45,946.83	63.1%
01022000 578803 MNTNCE/REP-PROGRAM	6,000	0	6,000	357.46	.00	5,642.54	6.0%
01022000 578804 MNTNCE/REP-REFUSE	2,053	0	2,053	664.36	830.45	558.19	72.8%
01022000 581888 CAPITAL OUTLAY	248,471	0	248,471	27,463.10	47,749.63	173,258.27	30.3%
01022000 589901 RENTALS-ANNUAL REN	12,765	0	12,765	3,936.16	.00	8,828.84	30.8%
01022000 590011 UTILITIES-HEAT	6,336	0	6,336	528.76	.00	5,807.24	8.3%
01022000 590012 UTILITIES-ELECTRIC	89,317	0	89,317	26,900.14	.00	62,416.86	30.1%
01022000 590013 UTILITIES-WATER	2,820	0	2,820	601.81	.00	2,218.19	21.3%
01022000 590014 UTILITIES-TELEPHON	17,751	0	17,751	4,220.91	.00	13,530.09	23.8%
01022000 590015 UTILITIES-TRAFFIC	8,964	0	8,964	2,321.97	.00	6,642.03	25.9%
<b>TOTAL POLICE</b>	<b>7,901,410</b>	<b>0</b>	<b>7,901,410</b>	<b>2,524,723.63</b>	<b>65,205.57</b>	<b>5,311,480.80</b>	<b>32.8%</b>
<b>01022400 ANIMAL CONTROL</b>							
01022400 501101 SALARIES-FT/PERMAN	56,390	0	56,390	18,534.84	.00	37,855.16	32.9%
01022400 501102 SALARIES-PT/PERMAN	28,827	0	28,827	8,743.83	.00	20,083.17	30.3%
01022400 501105 SALARIES-OVERTIME	2,000	0	2,000	1,748.62	.00	251.38	87.4%
01022400 501887 UNIFORM CLEANING	400	0	400	.00	.00	400.00	.0%
01022400 501888 UNIFORM ALLOWANCE	600	0	600	473.00	.00	127.00	78.8%
01022400 522202 SERVICES & FEES-PR	6,500	0	6,500	1,436.23	.00	5,063.77	22.1%
01022400 522203 SERVICES & FEES-AN	300	0	300	.00	.00	300.00	.0%





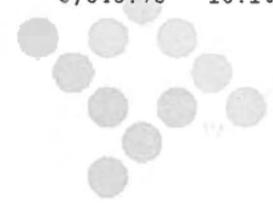
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022400 534402 PROGRAM SUPPLIES	4,000	0	4,000	1,920.94	558.28	1,520.78	62.0%
01022400 545501 COMMUNICATIONS-LEG	850	0	850	291.20	.00	558.80	34.3%
01022400 556603 PROFESSIONAL DEV-I	650	0	650	150.00	.00	500.00	23.1%
01022400 578801 MNTNCE/REPAIR SERV	775	0	775	165.00	495.00	115.00	85.2%
01022400 578802 MNTNCE/REP-EQUIPME	2,760	0	2,760	75.00	.00	2,685.00	2.7%
01022400 578804 MNTNCE/REP-REFUSE	850	0	850	221.44	442.88	185.68	78.2%
01022400 590011 UTILITIES-HEAT	2,393	0	2,393	236.63	.00	2,156.37	9.9%
01022400 590012 UTILITIES-ELECTRICI	6,414	0	6,414	1,536.85	.00	4,877.15	24.0%
01022400 590013 UTILITIES-WATER	575	0	575	124.60	.00	450.40	21.7%
01022400 590014 UTILITIES-TELEPHON	404	0	404	77.62	.00	326.38	19.2%
TOTAL ANIMAL CONTROL	114,688	0	114,688	35,735.80	1,496.16	77,456.04	32.5%
01022500 CENTRAL EMRGNCY DISPATCH COMM							
01022500 522201 SERVICES & FEES-CL	180	0	180	.00	.00	180.00	.0%
TOTAL CENTRAL EMRGNCY DISPATCH COMM	180	0	180	.00	.00	180.00	.0%
01022600 EMERGENCY MEDICAL SERVICES							
01022600 501101 SALARIES-FT/PERMAN	136,923	0	136,923	45,587.12	.00	91,335.88	33.3%
01022600 501102 SALARIES-PT/PERMAN	363,650	-329,170	34,480	2,207.26	.00	32,272.74	6.4%
01022600 501105 SALARIES-OVERTIME	1,365	0	1,365	361.36	.00	1,003.64	26.5%
01022600 501888 UNIFORM ALLOWANCE	4,000	0	4,000	523.00	.00	3,477.00	13.1%
01022600 522202 SERVICES & FEES-PR	463,220	329,170	792,390	308,873.86	484,916.14	-1,400.00	100.2%
01022600 522203 SERVICES & FEES-AN	54,815	0	54,815	15,050.58	37,000.00	2,764.42	95.0%
01022600 534401 MATERIALS & SUPPLI	1,000	0	1,000	169.86	61.43	768.71	23.1%
01022600 534402 PROGRAM SUPPLIES	29,390	0	29,390	10,337.96	5,281.81	13,770.23	53.1%
01022600 534403 MATERIALS & SUPPLI	400	0	400	.00	.00	400.00	.0%
01022600 545503 COMMUNICATIONS-PUB	1,500	0	1,500	.00	.00	1,500.00	.0%
01022600 556601 PROFESSIONAL DEV-S	1,000	0	1,000	399.00	.00	601.00	39.9%
01022600 556603 PROFESSIONAL DEV-I	8,710	0	8,710	2,500.00	.00	6,210.00	28.7%
01022600 567703 TRANSPORTATION-TRA	500	0	500	20.34	.00	479.66	4.1%
01022600 578801 MNTNCE/REPAIR SERV	981	0	981	159.12	159.12	662.76	32.4%
01022600 578802 MNTNCE/REP-EQUIPME	3,300	0	3,300	190.21	.00	3,109.79	5.8%
01022600 578804 MNTNCE/REP-REFUSE	684	0	684	221.44	442.88	19.68	97.1%
01022600 581888 CAPITAL OUTLAY	57,120	0	57,120	48,320.00	.00	8,800.00	84.6%
01022600 589901 RENTALS-ANNUAL REN	1,020	0	1,020	805.15	214.85	.00	100.0%
01022600 590011 UTILITIES-HEAT	6,723	0	6,723	676.22	.00	6,046.78	10.1%





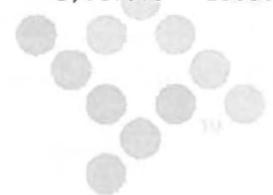
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01022600 590012 UTILITIES-ELECTRIC	12,124	0	12,124	3,813.35	.00	8,310.65	31.5%
01022600 590013 UTILITIES-WATER	962	0	962	144.25	.00	817.75	15.0%
01022600 590014 UTILITIES-TELEPHON	2,423	0	2,423	4,890.63	.00	-2,467.63	201.8%
TOTAL EMERGENCY MEDICAL SERVICES	1,151,810	0	1,151,810	445,250.71	528,076.23	178,483.06	84.5%
01022800 FIRE MARSHAL							
01022800 501101 SALARIES-FT/PERMAN	260,975	0	260,975	85,249.90	.00	175,725.10	32.7%
01022800 501105 SALARIES-OVERTIME	12,000	0	12,000	2,987.39	.00	9,012.61	24.9%
01022800 501122 CERTIFICATION STIP	2,250	0	2,250	.00	.00	2,250.00	.0%
01022800 501887 UNIFORM CLEANING	700	0	700	.00	.00	700.00	.0%
01022800 501888 UNIFORM ALLOWANCE	3,000	0	3,000	39.95	479.65	2,480.40	17.3%
01022800 522203 SERVICES & FEES-AN	200	0	200	.00	.00	200.00	.0%
01022800 522205 PROGRAM EXPENSES	350	0	350	.00	.00	350.00	.0%
01022800 534401 MATERIALS & SUPPLI	600	0	600	.00	77.69	522.31	12.9%
01022800 534402 PROGRAM SUPPLIES	800	0	800	.00	.00	800.00	.0%
01022800 556601 PROFESSIONAL DEV-S	1,800	0	1,800	500.00	.00	1,300.00	27.8%
01022800 556602 PROFESSIONAL DEV-A	1,700	0	1,700	490.00	.00	1,210.00	28.8%
01022800 556604 PROFESSIONAL DEV-P	1,200	0	1,200	.00	.00	1,200.00	.0%
01022800 578802 MNTNCE/REP-EQUIPME	4,500	0	4,500	220.00	.00	4,280.00	4.9%
01022800 581888 CAPITAL OUTLAY	1,500	0	1,500	.00	.00	1,500.00	.0%
01022800 589901 RENTALS-ANNUAL REN	7,700	0	7,700	.00	.00	7,700.00	.0%
01022800 590014 UTILITIES-TELEPHON	3,061	0	3,061	560.64	.00	2,500.36	18.3%
TOTAL FIRE MARSHAL	302,336	0	302,336	90,047.88	557.34	211,730.78	30.0%
01022824 FIRE MARSHAL-FIRE HYDRANTS							
01022824 590016 UTILITIES-FIRE HYD	1,336,535	0	1,336,535	320,480.74	.00	1,016,054.26	24.0%
TOTAL FIRE MARSHAL-FIRE HYDRANTS	1,336,535	0	1,336,535	320,480.74	.00	1,016,054.26	24.0%
01023200 BUILDING OFFICIAL							
01023200 501101 SALARIES-FT/PERMAN	265,275	0	265,275	87,302.85	.00	177,972.15	32.9%
01023200 501102 SALARIES-PT/PERMAN	29,048	0	29,048	9,768.62	.00	19,279.38	33.6%
01023200 501105 SALARIES-OVERTIME	5,000	0	5,000	1,252.24	.00	3,747.76	25.0%





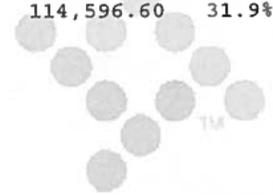
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01023200 501106 SALARIES-LONGEVITY	425	0	425	.00	.00	425.00	.0%
01023200 501888 UNIFORM ALLOWANCE	450	0	450	.00	.00	450.00	.0%
01023200 522204 SERVICES & FEES-CO	250	0	250	.00	.00	250.00	.0%
01023200 534401 MATERIALS & SUPPLI	2,850	0	2,850	137.92	102.18	2,609.90	8.4%
01023200 545501 COMMUNICATIONS-LEG	75	0	75	.00	.00	75.00	.0%
01023200 556601 PROFESSIONAL DEV-S	600	0	600	.00	.00	600.00	.0%
01023200 556602 PROFESSIONAL DEV-A	452	0	452	227.00	.00	225.00	50.2%
01023200 556604 PROFESSIONAL DEV-P	825	0	825	.00	.00	825.00	.0%
01023200 578801 MNTNCE/REPAIR SERV	2,550	0	2,550	1,196.00	.00	1,354.00	46.9%
01023200 581888 CAPITAL OUTLAY	4,553	0	4,553	.00	.00	4,553.00	.0%
<b>TOTAL BUILDING OFFICIAL</b>	<b>312,353</b>	<b>0</b>	<b>312,353</b>	<b>99,884.63</b>	<b>102.18</b>	<b>212,366.19</b>	<b>32.0%</b>
<b>01023400 EMERGENCY MANAGEMENT</b>							
01023400 501102 SALARIES-FT/PERMAN	38,055	0	38,055	13,521.60	.00	24,533.40	35.5%
01023400 501105 SALARIES-OVERTIME	22,735	0	22,735	5,465.86	.00	17,269.14	24.0%
01023400 501888 UNIFORM ALLOWANCE	600	0	600	33.90	138.00	428.10	28.7%
01023400 534402 PROGRAM SUPPLIES	3,000	0	3,000	.00	.00	3,000.00	.0%
01023400 578801 MNTNCE/REPAIR SERV	13,900	0	13,900	11,165.00	.00	2,735.00	80.3%
01023400 578802 MNTNCE/REP-EQUIPME	1,625	0	1,625	458.82	.00	1,166.18	28.2%
01023400 581888 CAPITAL OUTLAY	3,000	0	3,000	.00	.00	3,000.00	.0%
01023400 590014 UTILITIES-TELEPHON	12,721	0	12,721	2,154.73	.00	10,566.27	16.9%
<b>TOTAL EMERGENCY MANAGEMENT</b>	<b>95,636</b>	<b>0</b>	<b>95,636</b>	<b>32,799.91</b>	<b>138.00</b>	<b>62,698.09</b>	<b>34.4%</b>
<b>TOTAL PUBLIC SAFETY</b>	<b>11,214,948</b>	<b>0</b>	<b>11,214,948</b>	<b>3,548,923.30</b>	<b>595,575.48</b>	<b>7,070,449.22</b>	<b>37.0%</b>
<b>03 PUBLIC WORKS</b>							
<b>01030000 PUBLIC WORKS DIRECTOR</b>							
01030000 501101 SALARIES-FT/PERMAN	163,391	0	163,391	52,953.56	.00	110,437.44	32.4%
01030000 501105 SALARIES-OVERTIME	500	0	500	.00	.00	500.00	.0%
01030000 556601 PROFESSIONAL DEV-S	2,910	0	2,910	.00	.00	2,910.00	.0%
01030000 556602 PROFESSIONAL DEV-A	291	0	291	50.00	.00	241.00	17.2%
01030000 567704 TRANSPORTATION-EXP	243	0	243	33.50	.00	209.00	13.8%
01030000 590014 UTILITIES-TELEPHON	933	0	933	633.84	.00	299.16	67.9%
<b>TOTAL PUBLIC WORKS DIRECTOR</b>	<b>168,268</b>	<b>0</b>	<b>168,268</b>	<b>53,670.90</b>	<b>.00</b>	<b>114,596.60</b>	<b>31.9%</b>





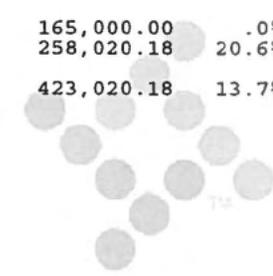
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01030025 PUBLIC WORKS -STREET LIGHTS</u>							
01030025 590015 UTILITIES-STREET L	409,204	0	409,204	96,472.66	.00	312,731.34	23.6%
TOTAL PUBLIC WORKS -STREET LIGHTS	409,204	0	409,204	96,472.66	.00	312,731.34	23.6%
<u>01030100 PUBLIC WORKS - HIGHWAY</u>							
01030100 501101 SALARIES-FT/PERMAN	1,781,684	0	1,781,684	559,803.27	.00	1,221,880.73	31.4%
01030100 501102 SALARIES-PT/PERMAN	24,559	0	24,559	8,614.04	.00	15,944.96	35.1%
01030100 501103 SALARIES-SEASONAL/	7,500	0	7,500	5,148.00	.00	2,352.00	68.6%
01030100 501105 SALARIES-OVERTIME	42,500	0	42,500	16,078.43	.00	26,421.57	37.8%
01030100 501106 SALARIES-LONGEVITY	1,000	0	1,000	1,325.00	.00	-325.00	132.5%
01030100 501888 UNIFORM ALLOWANCE	20,191	0	20,191	5,743.90	7,044.00	7,402.65	63.3%
01030100 522203 SERVICES & FEES-AN	35,890	0	35,890	16,393.50	18,300.00	1,196.50	96.7%
01030100 534401 MATERIALS & SUPPLI	2,425	0	2,425	578.15	73.68	1,773.17	26.9%
01030100 534402 PROGRAM SUPPLIES	155,200	0	155,200	39,438.91	18,709.76	97,051.33	37.5%
01030100 534403 MATERIALS & SUPPLI	388	0	388	.00	.00	388.00	.0%
01030100 545503 COMMUNICATIONS-PUB	7,469	0	7,469	849.53	.00	6,619.47	11.4%
01030100 556601 PROFESSIONAL DEV-S	5,820	0	5,820	1,875.00	.00	3,945.00	32.2%
01030100 578801 MNTNCE/REPAIR SERV	3,510	0	3,510	884.97	1,422.99	1,202.04	65.8%
01030100 578803 MNTNCE/REP-PROGRAM	21,340	0	21,340	.00	11,857.94	9,482.06	55.6%
01030100 578804 MNTNCE/REP-REFUSE	6,156	0	6,156	1,992.20	3,984.40	179.40	97.1%
01030100 581888 CAPITAL OUTLAY	112,222	0	112,222	8,603.45	12,553.85	91,064.70	18.9%
01030100 589901 RENTALS-ANNUAL REN	45,980	0	45,980	.00	.00	45,980.00	.0%
01030100 589902 RENTALS-OCCASIONAL	14,550	0	14,550	1,076.66	.00	13,473.34	7.4%
01030100 590011 UTILITIES-HEAT	31,891	0	31,891	2,252.01	.00	29,638.99	7.1%
01030100 590012 UTILITIES-ELECTRIC	79,416	0	79,416	19,940.24	.00	59,475.76	25.1%
01030100 590013 UTILITIES-WATER	5,334	0	5,334	1,496.24	.00	3,837.76	28.1%
01030100 590014 UTILITIES-TELEPHON	14,523	0	14,523	3,349.92	.00	11,173.08	23.1%
TOTAL PUBLIC WORKS - HIGHWAY	2,419,548	0	2,419,548	695,443.42	73,946.62	1,650,157.51	31.8%
<u>01030101 HW-SNOW REMOVAL</u>							
01030101 501105 SALARIES-OVERTIME	165,000	0	165,000	.00	.00	165,000.00	.0%
01030101 534402 PROGRAM SUPPLIES	324,950	0	324,950	17,637.02	49,292.80	258,020.18	20.6%
TOTAL HW-SNOW REMOVAL	489,950	0	489,950	17,637.02	49,292.80	423,020.18	13.7%



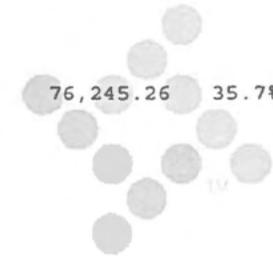
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01030105 HW-CONSTRUCTION</u>							
01030105 522205 PROGRAM EXPENSES	100,000	0	100,000	54,470.48	3,321.05	42,208.47	57.8%
TOTAL HW-CONSTRUCTION	100,000	0	100,000	54,470.48	3,321.05	42,208.47	57.8%
<u>01030200 PUBLIC WORKS - BLD MAINTENANCE</u>							
01030200 501101 SALARIES-FT/PERMAN	464,929	0	464,929	145,158.88	.00	319,770.12	31.2%
01030200 501102 SALARIES-PT/PERMAN	14,034	0	14,034	4,255.80	.00	9,778.20	30.3%
01030200 501105 SALARIES-OVERTIME	2,600	0	2,600	3,740.36	.00	-1,140.36	143.9%
01030200 501106 SALARIES-LONGEVITY	425	0	425	.00	.00	425.00	.0%
01030200 501888 UNIFORM ALLOWANCE	1,225	0	1,225	1,156.66	.00	68.34	94.4%
01030200 522203 SERVICES & FEES-AN	92,150	0	92,150	22,176.24	66,528.84	3,444.92	96.3%
01030200 522204 SERVICES & FEES-CO	5,270	0	5,270	4,877.62	.00	392.38	92.6%
01030200 534402 PROGRAM SUPPLIES	4,850	0	4,850	.00	.00	4,850.00	.0%
01030200 578802 MNTNCE/REP-EQUIPME	181,000	0	181,000	26,369.24	63,094.77	91,535.99	49.4%
01030200 589902 RENTALS-OCCASIONAL	1,164	0	1,164	.00	.00	1,164.00	.0%
01030200 590017 SEWER FEES	140,000	0	140,000	41,244.83	.00	98,755.17	29.5%
TOTAL PUBLIC WORKS - BLD MAINTENANCE	907,647	0	907,647	248,979.63	129,623.61	529,043.76	41.7%
<u>01030300 FLEET MAINTENANCE</u>							
01030300 501101 SALARIES-FT/PERMAN	509,775	0	509,775	159,522.58	.00	350,252.42	31.3%
01030300 501105 SALARIES-OVERTIME	10,200	0	10,200	2,658.55	.00	7,541.45	26.1%
01030300 501106 SALARIES-LONGEVITY	500	0	500	.00	.00	500.00	.0%
01030300 501888 UNIFORM ALLOWANCE	5,408	0	5,408	1,668.97	1,360.00	2,378.78	56.0%
01030300 534402 PROGRAM SUPPLIES	0	0	0	-3.33	.00	3.33	100.0%
01030300 567701 TRANSPORTATION-GAS	381,124	0	381,124	147,295.91	2,000.00	231,828.09	39.2%
01030300 567702 TRANSPORTATION-VEH	331,313	0	331,313	147,535.85	162,153.90	21,623.45	93.5%
01030300 578801 MNTNCE/REPAIR SERV	2,450	0	2,450	1,500.00	.00	950.00	61.2%
TOTAL FLEET MAINTENANCE	1,240,770	0	1,240,770	460,178.53	165,513.90	615,077.52	50.4%
<u>01030400 RECYCLING CENTER</u>							
01030400 501101 SALARIES-FT/PERMAN	118,552	0	118,552	42,306.74	.00	76,245.26	35.7%



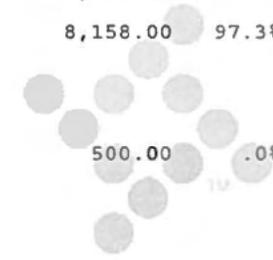
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01030400 501105 SALARIES-OVERTIME	19,100	0	19,100	7,016.97	.00	12,083.03	36.7%
01030400 501106 SALARIES-LONGEVITY	0	0	0	500.00	.00	-500.00	100.0%
01030400 501888 UNIFORM ALLOWANCE	500	0	500	358.98	.00	141.02	71.8%
01030400 522204 SERVICES & FEES-CO	1,884,582	0	1,884,582	458,726.06	2,061.33	1,423,794.61	24.5%
01030400 522207 SPECIAL CONTRACTUA	67,300	0	67,300	7,819.72	50,355.28	9,125.00	86.4%
01030400 534402 PROGRAM SUPPLIES	11,510	0	11,510	2,229.93	.00	9,280.07	19.4%
01030400 578801 MNTNCE/REPAIR SERV	1,298	0	1,298	.00	.00	1,298.00	.0%
01030400 581886 HAZARDOUS WASTE DA	15,000	0	15,000	.00	12,147.50	2,852.50	81.0%
01030400 589901 RENTALS-ANNUAL REN	30,597	0	30,597	.00	.00	30,597.00	.0%
<b>TOTAL RECYCLING CENTER</b>	<b>2,148,439</b>	<b>0</b>	<b>2,148,439</b>	<b>518,958.40</b>	<b>64,564.11</b>	<b>1,564,916.49</b>	<b>27.2%</b>
<b>01030500 TOWN ENGINEER</b>							
01030500 501101 SALARIES-FT/PERMAN	470,305	0	470,305	153,317.95	.00	316,987.05	32.6%
01030500 501105 SALARIES-OVERTIME	10,000	0	10,000	2,410.30	.00	7,589.70	24.1%
01030500 501106 SALARIES-LONGEVITY	850	0	850	.00	.00	850.00	.0%
01030500 501888 UNIFORM ALLOWANCE	840	0	840	.00	.00	840.00	.0%
01030500 522202 SERVICES & FEES-PR	5,000	0	5,000	.00	.00	5,000.00	.0%
01030500 522203 SERVICES & FEES-AN	4,000	0	4,000	.00	.00	4,000.00	.0%
01030500 522204 SERVICES & FEES-CO	11,600	0	11,600	.00	.00	11,600.00	.0%
01030500 534401 MATERIALS & SUPPLI	2,800	0	2,800	747.40	205.68	1,846.92	34.0%
01030500 534402 PROGRAM SUPPLIES	2,500	0	2,500	147.74	.00	2,352.26	5.9%
01030500 545501 COMMUNICATIONS-LEG	280	0	280	.00	.00	280.00	.0%
01030500 556602 PROFESSIONAL DEV-A	1,355	0	1,355	204.00	.00	1,151.00	15.1%
01030500 578802 MNTNCE/REP-EQUIPME	1,800	0	1,800	.00	.00	1,800.00	.0%
<b>TOTAL TOWN ENGINEER</b>	<b>511,330</b>	<b>0</b>	<b>511,330</b>	<b>156,827.39</b>	<b>205.68</b>	<b>354,296.93</b>	<b>30.7%</b>
<b>TOTAL PUBLIC WORKS</b>	<b>8,395,155</b>	<b>0</b>	<b>8,395,155</b>	<b>2,302,638.43</b>	<b>486,467.77</b>	<b>5,606,048.80</b>	<b>33.2%</b>
<b>04 PUBLIC HEALTH</b>							
<b>01040000 HEALTH DISTRICT</b>							
01040000 522205 PROGRAM EXPENSES	303,895	0	303,895	147,868.50	147,868.50	8,158.00	97.3%
<b>TOTAL HEALTH DISTRICT</b>	<b>303,895</b>	<b>0</b>	<b>303,895</b>	<b>147,868.50</b>	<b>147,868.50</b>	<b>8,158.00</b>	<b>97.3%</b>
<b>01040200 VITAL STATISTICS</b>							
01040200 522205 PROGRAM EXPENSES	500	0	500	.00	.00	500.00	.0%



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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01040200 578803 MNTNCE/REP-PROGRAM	500	0	500	.00	.00	500.00	.0%
TOTAL VITAL STATISTICS	1,000	0	1,000	.00	.00	1,000.00	.0%
01040400 NURSING - SENIORS							
01040400 501102 SALARIES-PT/PERMAN	33,201	0	33,201	10,690.44	.00	22,510.56	32.2%
01040400 501106 SALARIES-LONGEVITY	200	0	200	.00	.00	200.00	.0%
01040400 534402 PROGRAM SUPPLIES	250	0	250	.00	.00	250.00	.0%
01040400 556602 PROFESSIONAL DEV-A	25	0	25	.00	.00	25.00	.0%
01040400 567703 TRANSPORTATION-TRA	100	0	100	.00	.00	100.00	.0%
TOTAL NURSING - SENIORS	33,776	0	33,776	10,690.44	.00	23,085.56	31.7%
01060400 NON PUBLIC SCHOOL							
01060400 501101 SALARIES-FT/PERMAN	231,901	0	231,901	55,972.00	.00	175,929.00	24.1%
01060400 501102 SALARIES-PT/PERMAN	21,390	0	21,390	4,467.92	.00	16,922.08	20.9%
01060400 501104 SALARIES-VACATION	2,625	0	2,625	162.50	.00	2,462.50	6.2%
01060400 501106 SALARIES-LONGEVITY	850	0	850	.00	.00	850.00	.0%
01060400 534402 PROGRAM SUPPLIES	900	0	900	644.16	.00	255.84	71.6%
01060400 556601 PROFESSIONAL DEV-S	60	0	60	.00	.00	60.00	.0%
01060400 567703 TRANSPORTATION-TRA	100	0	100	.00	.00	100.00	.0%
TOTAL NON PUBLIC SCHOOL	257,826	0	257,826	61,246.58	.00	196,579.42	23.8%
TOTAL PUBLIC HEALTH	596,497	0	596,497	219,805.52	147,868.50	228,822.98	61.6%
05 SOCIAL SERVICES							
01050000 SOCIAL SERVICES							
01050000 501101 SALARIES-FT/PERMAN	90,865	0	90,865	30,161.16	.00	60,703.84	33.2%
01050000 501102 SALARIES-PT/PERMAN	16,042	0	16,042	5,244.50	.00	10,797.50	32.7%
01050000 501106 SALARIES-LONGEVITY	412	0	412	.00	.00	412.00	.0%
01050000 534401 MATERIALS & SUPPLI	800	0	800	465.64	.00	334.36	58.2%
01050000 556601 PROFESSIONAL DEV-S	150	0	150	.00	.00	150.00	.0%



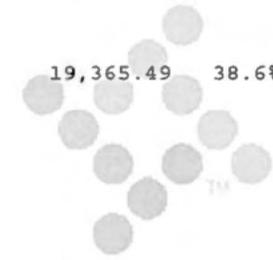
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01050000 578801 MNTNCE/REPAIR SERV	800	0	800	.00	.00	800.00	.0%
01050000 578802 MNTNCE/REP-EQUIPME	100	0	100	.00	.00	100.00	.0%
01050000 589901 RENTALS-ANNUAL REN	410	0	410	.00	.00	410.00	.0%
01050000 590014 UTILITIES-TELEPHON	2,299	0	2,299	457.40	.00	1,841.60	19.9%
<b>TOTAL SOCIAL SERVICES</b>	<b>111,878</b>	<b>0</b>	<b>111,878</b>	<b>36,328.70</b>	<b>.00</b>	<b>75,549.30</b>	<b>32.5%</b>
<b>01050200 COUNSELING CENTER</b>							
01050200 501101 SALARIES-FT/PERMAN	208,649	0	208,649	51,040.85	.00	157,608.15	24.5%
01050200 501105 SALARIES-OVERTIME	684	0	684	.00	.00	684.00	.0%
01050200 501106 SALARIES-LONGEVITY	1,275	0	1,275	.00	.00	1,275.00	.0%
01050200 522202 SERVICES & FEES-PR	3,000	0	3,000	.00	.00	3,000.00	.0%
01050200 534401 MATERIALS & SUPPLI	1,138	0	1,138	178.80	.00	959.20	15.7%
01050200 534402 PROGRAM SUPPLIES	750	0	750	.00	.00	750.00	.0%
01050200 545503 COMMUNICATIONS-PUB	300	0	300	.00	.00	300.00	.0%
01050200 556602 PROFESSIONAL DEV-A	958	0	958	315.00	.00	643.00	32.9%
01050200 567703 TRANSPORTATION-TRA	1,000	0	1,000	.00	.00	1,000.00	.0%
01050200 578801 MNTNCE/REPAIR SERV	2,410	0	2,410	56.76	.00	2,353.24	2.4%
01050200 590011 UTILITIES-HEAT	2,199	0	2,199	.00	.00	2,199.00	.0%
01050200 590012 UTILITES-ELECTRICI	2,290	0	2,290	657.61	.00	1,632.39	28.7%
01050200 590013 UTILITIES-WATER	199	0	199	47.05	.00	151.95	23.6%
01050200 590014 UTILITIES-TELEPHON	2,017	0	2,017	379.67	.00	1,637.33	18.8%
<b>TOTAL COUNSELING CENTER</b>	<b>226,869</b>	<b>0</b>	<b>226,869</b>	<b>52,675.74</b>	<b>.00</b>	<b>174,193.26</b>	<b>23.2%</b>
<b>01050400 YOUTH COMMISSION</b>							
01050400 501102 SALARIES-PT/PERMAN	48,264	0	48,264	20,263.80	.00	28,000.20	42.0%
01050400 522205 PROGRAM EXPENSES	6,000	0	6,000	2,000.00	.00	4,000.00	33.3%
01050400 534402 PROGRAM SUPPLIES	1,541	0	1,541	.00	.00	1,541.00	.0%
01050400 545503 COMMUNICATIONS-PUB	685	0	685	750.00	.00	-65.00	109.5%
01050400 567703 TRANSPORTATION-TRA	300	0	300	383.52	.00	-83.52	127.8%
<b>TOTAL YOUTH COMMISSION</b>	<b>56,790</b>	<b>0</b>	<b>56,790</b>	<b>23,397.32</b>	<b>.00</b>	<b>33,392.68</b>	<b>41.2%</b>
<b>01050600 SENIOR CITIZENS' SERVICES</b>							
01050600 501101 SALARIES-FT/PERMAN	31,524	0	31,524	12,158.51	.00	19,365.49	38.6%





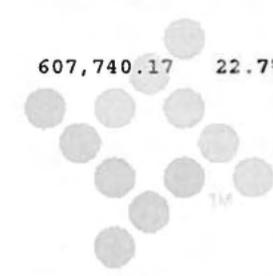
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01050600 501102 SALARIES-PT/PERMAN	79,714	0	79,714	27,053.39	.00	52,660.61	33.9%
01050600 501106 SALARIES-LONGEVITY	213	0	213	.00	.00	213.00	.0%
01050600 522201 SERVICES & FEES-CL	600	0	600	60.00	.00	540.00	10.0%
01050600 522205 PROGRAM EXPENSES	48,910	0	48,910	12,948.35	.00	35,961.65	26.5%
01050600 534401 MATERIALS & SUPPLI	1,423	0	1,423	298.72	229.64	894.64	37.1%
01050600 534403 MATERIALS & SUPPLI	1,226	0	1,226	.00	.00	1,226.00	.0%
01050600 545502 COMMUNICATIONS-PUB	400	0	400	.00	.00	400.00	.0%
01050600 567703 TRANSPORTATION-TRA	300	0	300	.00	.00	300.00	.0%
01050600 578801 MNTNCE/REPAIR SERV	10,199	0	10,199	1,305.40	1,126.20	7,767.40	23.8%
01050600 578802 MNTNCE/REP-EQUIPME	4,000	0	4,000	60.98	.00	3,939.02	1.5%
01050600 578804 MNTNCE/REP-REFUSE	1,368	0	1,368	442.84	885.68	39.48	97.1%
01050600 581888 CAPITAL OUTLAY	8,909	0	8,909	.00	.00	8,909.00	.0%
01050600 590011 UTILITIES-HEAT	9,667	0	9,667	674.81	.00	8,992.19	7.0%
01050600 590012 UTILITIES-ELECTRIC	14,735	0	14,735	5,929.65	.00	8,805.35	40.2%
01050600 590013 UTILITIES-WATER	1,416	0	1,416	378.19	.00	1,037.81	26.7%
01050600 590014 UTILITIES-TELEPHON	4,003	0	4,003	926.07	.00	3,076.93	23.1%
TOTAL SENIOR CITIZENS' SERVICES	218,607	0	218,607	62,236.91	2,241.52	154,128.57	29.5%
TOTAL SOCIAL SERVICES	614,144	0	614,144	174,638.67	2,241.52	437,263.81	28.8%
06 EDUCATION							
01060000 EDUCATION							
01060000 511152 FRINGE BENEFITS-WO	0	0	0	11,527.31	.00	-11,527.31	100.0%
01060000 522204 SERVICES & FEES-CO	185,000	0	185,000	15,648.91	.00	169,351.09	8.5%
01060000 522205 BOE - PROGRAM EXPE	92,962,381	0	92,962,381	18,243,538.94	.00	74,718,842.06	19.6%
01060000 567703 TRANSPORTATION-TRA	888,000	0	888,000	6,552.91	.00	881,447.09	.7%
01060000 589901 RENTALS-ANNUAL REN	240,500	0	240,500	51,059.89	.00	189,440.11	21.2%
01060000 595888 INTEREST ON G/OBLI	2,381,728	0	2,381,728	1,171,979.39	.00	1,209,748.61	49.2%
01060000 596888 INTEREST ON SHORT	6,110	0	6,110	.00	.00	6,110.00	.0%
01060000 597888 PRINCIPAL-G/OBLIG	5,551,500	0	5,551,500	4,256,500.00	.00	1,295,000.00	76.7%
TOTAL EDUCATION	102,215,219	0	102,215,219	23,756,807.35	.00	78,458,411.65	23.2%
01060200 SCHOOL NURSES							
01060200 501101 SALARIES-FT/PERMAN	785,744	0	785,744	178,003.83	.00	607,740.17	22.7%





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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01060200 501102 SALARIES-PT/PERMAN	42,780	0	42,780	6,838.93	.00	35,941.07	16.0%
01060200 501104 SALARIES-VACATION	8,062	0	8,062	2,947.50	.00	5,114.50	36.6%
01060200 501106 SALARIES-LONGEVITY	625	0	625	.00	.00	625.00	.0%
01060200 534401 MATERIALS & SUPPLI	722	0	722	475.65	.00	246.35	65.9%
01060200 534402 PROGRAM SUPPLIES	2,058	0	2,058	271.41	.00	1,786.59	13.2%
01060200 545504 COMMUNICATIONS-POS	120	0	120	.00	.00	120.00	.0%
01060200 556601 PROFESSIONAL DEV-S	220	0	220	220.00	.00	.00	100.0%
01060200 556602 PROFESSIONAL DEV-A	240	0	240	.00	.00	240.00	.0%
01060200 567703 TRANSPORTATION-TRA	820	0	820	218.72	.00	601.28	26.7%
01060200 578801 MNTNCE/REPAIR SERV	1,397	0	1,397	520.82	558.24	317.94	77.2%
<b>TOTAL SCHOOL NURSES</b>	<b>842,788</b>	<b>0</b>	<b>842,788</b>	<b>189,496.86</b>	<b>558.24</b>	<b>652,732.90</b>	<b>22.6%</b>
<b>01060600 BUSINESS/EDUCATION INITIATIVE</b>							
01060600 522202 SERVICES & FEES-PR	20,000	0	20,000	3,023.25	.00	16,976.75	15.1%
01060600 522204 SERVICES & FEES-CO	8,000	0	8,000	2,181.25	.00	5,818.75	27.3%
01060600 522205 PROGRAM EXPENSES	30,000	0	30,000	5,931.25	.00	24,068.75	19.8%
01060600 534401 MATERIALS & SUPPLI	450	0	450	.00	.00	450.00	.0%
01060600 534402 PROGRAM SUPPLIES	300	0	300	.00	.00	300.00	.0%
01060600 545502 COMMUNICATIONS-PUB	300	0	300	.00	.00	300.00	.0%
01060600 567703 TRANSPORTATION-TRA	100	0	100	.00	.00	100.00	.0%
01060600 590011 UTILITIES-HEAT	2,820	0	2,820	207.68	.00	2,612.32	7.4%
01060600 590012 UTILITIES-ELECTRIC	2,631	0	2,631	936.02	.00	1,694.98	35.6%
01060600 590014 UTILITIES-TELEPHON	404	0	404	77.62	.00	326.38	19.2%
<b>TOTAL BUSINESS/EDUCATION INITIATIVE</b>	<b>65,005</b>	<b>0</b>	<b>65,005</b>	<b>12,357.07</b>	<b>.00</b>	<b>52,647.93</b>	<b>19.0%</b>
<b>TOTAL EDUCATION</b>	<b>103,123,012</b>	<b>0</b>	<b>103,123,012</b>	<b>23,958,661.28</b>	<b>558.24</b>	<b>79,163,792.48</b>	<b>23.2%</b>
<b>07 LIBRARIES</b>							
<b>01070000 LIBRARIES</b>							
01070000 501101 SALARIES-FT/PERMAN	834,496	0	834,496	261,270.23	.00	573,225.77	31.3%
01070000 501102 SALARIES-PT/PERMAN	317,523	0	317,523	96,284.19	.00	221,238.81	30.3%
01070000 501105 SALARIES-OVERTIME	21,935	0	21,935	4,806.55	.00	17,128.45	21.9%
01070000 501106 SALARIES-LONGEVITY	1,275	0	1,275	.00	.00	1,275.00	.0%
01070000 522201 SERVICES & FEES-CL	720	0	720	120.00	.00	600.00	16.7%





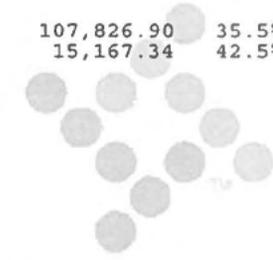
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01070000 522205 PROGRAM EXPENSES	11,600	0	11,600	5,841.26	209.36	5,549.38	52.2%
01070000 534401 MATERIALS & SUPPLI	24,000	0	24,000	4,462.45	958.30	18,579.25	22.6%
01070000 534402 PROGRAM SUPPLIES	172,000	0	172,000	35,306.62	64,095.65	72,597.73	57.8%
01070000 545504 COMMUNICATIONS-POS	250	0	250	.00	.00	250.00	.0%
01070000 578801 MNTNCE/REPAIR SERV	5,570	0	5,570	1,701.23	1,046.60	2,822.17	49.3%
01070000 578802 MNTNCE/REP-EQUIPME	27,518	0	27,518	25,110.01	.00	2,407.99	91.2%
01070000 578803 MNTNCE/REP-PROGRAM	4,000	0	4,000	320.38	.00	3,679.62	8.0%
01070000 578804 MNTNCE/REP-REFUSE	2,479	0	2,479	802.28	1,604.56	72.16	97.1%
01070000 581888 CAPITAL OUTLAY	11,835	0	11,835	.00	.00	11,835.00	.0%
01070000 589901 RENTALS-ANNUAL REN	25,191	0	25,191	5,107.53	8,586.42	11,497.05	54.4%
01070000 590011 UTILITIES-HEAT	18,438	0	18,438	1,194.83	.00	17,243.17	6.5%
01070000 590012 UTILITIES-ELECTRIC	73,095	0	73,095	20,467.71	.00	52,627.29	28.0%
01070000 590013 UTILITIES-WATER	1,850	0	1,850	447.89	.00	1,402.11	24.2%
01070000 590014 UTILITIES-TELEPHON	9,565	0	9,565	1,854.62	.00	7,710.38	19.4%
TOTAL LIBRARIES	1,563,340	0	1,563,340	465,097.78	76,500.89	1,021,741.33	34.6%
TOTAL LIBRARIES	1,563,340	0	1,563,340	465,097.78	76,500.89	1,021,741.33	34.6%
08 RECREATION AND PARKS							
01080000 PUBLIC EVENTS							
01080000 522205 PROGRAM EXPENSES	20,000	0	20,000	4,975.92	.00	15,024.08	24.9%
TOTAL PUBLIC EVENTS	20,000	0	20,000	4,975.92	.00	15,024.08	24.9%
01080300 TRUMBULL DAY COMMISSION							
01080300 522201 SERVICES & FEES-CL	360	0	360	.00	.00	360.00	.0%
TOTAL TRUMBULL DAY COMMISSION	360	0	360	.00	.00	360.00	.0%
01080400 RECREATION							
01080400 501101 SALARIES-FT/PERMAN	167,238	0	167,238	59,411.10	.00	107,826.90	35.5%
01080400 501102 SALARIES-PT/PERMAN	26,373	0	26,373	11,205.66	.00	15,167.34	42.5%



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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01080400 501105 SALARIES-OVERTIME	4,200	0	4,200	2,808.24	.00	1,391.76	66.9%
01080400 501106 SALARIES-LONGEVITY	850	0	850	.00	.00	850.00	.0%
01080400 522205 PROGRAM EXPENSES	277,500	0	277,500	216,360.58	.00	61,139.42	78.0%
01080400 534402 PROGRAM SUPPLIES	11,200	0	11,200	2,416.85	91.03	8,692.12	22.4%
01080400 556601 PROFESSIONAL DEV-S	400	0	400	.00	.00	400.00	.0%
01080400 556602 PROFESSIONAL DEV-A	400	0	400	.00	.00	400.00	.0%
01080400 567703 TRANSPORTATION-TRA	2,260	0	2,260	2,063.95	.00	196.05	91.3%
01080400 578801 MNTNCE/REPAIR SERV	1,212	0	1,212	127.28	127.28	957.44	21.0%
01080400 578804 MNTNCE/REP-REFUSE	684	0	684	221.44	387.52	75.04	89.0%
<b>TOTAL RECREATION</b>	<b>492,317</b>	<b>0</b>	<b>492,317</b>	<b>294,615.10</b>	<b>605.83</b>	<b>197,096.07</b>	<b>60.0%</b>
<b>01080600 PARKS</b>							
01080600 501101 SALARIES-FY/PERMAN	925,933	0	925,933	309,673.07	.00	616,259.93	33.4%
01080600 501103 SALARIES-SEASONAL/	102,570	0	102,570	51,847.76	.00	50,722.24	50.5%
01080600 501105 SALARIES-OVERTIME	27,000	0	27,000	11,788.05	.00	15,211.95	43.7%
01080600 501106 SALARIES-LONGEVITY	2,275	0	2,275	.00	.00	2,275.00	.0%
01080600 501120 AED ANNUAL STIPEND	1,200	0	1,200	800.00	.00	400.00	66.7%
01080600 501888 UNIFORM ALLOWANCE	11,890	0	11,890	3,024.47	2,212.00	6,653.53	44.0%
01080600 522201 SERVICES & FEES-CL	4,150	0	4,150	1,383.32	.00	2,766.68	33.3%
01080600 522203 SERVICES & FEES-AN	209,400	0	209,400	52,350.00	157,050.00	.00	100.0%
01080600 534401 MATERIALS & SUPPLI	750	0	750	97.11	446.76	206.13	72.5%
01080600 534402 PROGRAM SUPPLIES	65,000	0	65,000	27,458.10	23,288.61	14,253.29	78.1%
01080600 534403 MATERIALS & SUPPLI	5,600	0	5,600	2,469.68	1,530.32	1,600.00	71.4%
01080600 545503 COMMUNICATIONS-PUB	3,500	0	3,500	.00	3,500.00	.00	100.0%
01080600 556601 PROFESSIONAL DEV-S	750	0	750	.00	.00	750.00	.0%
01080600 578801 MNTNCE/REPAIR SERV	10,414	0	10,414	2,150.00	7,000.00	1,264.00	87.9%
01080600 578802 MNTNCE/REP-EQUIPME	22,000	0	22,000	3,223.94	15,824.61	2,951.45	86.6%
01080600 578803 MNTNCE/REP-PROGRAM	49,852	0	49,852	13,900.45	6,252.80	29,698.75	40.4%
01080600 578804 MNTNCE/REP-REFUSE	426	0	426	137.92	331.20	-43.12	110.1%
01080600 581888 CAPITAL OUTLAY	54,120	0	54,120	.00	5,510.90	48,609.10	10.2%
01080600 589901 RENTALS-ANNUAL REN	39,148	0	39,148	.00	.00	39,148.00	.0%
01080600 589902 RENTALS-OCCASIONAL	7,000	0	7,000	.00	.00	7,000.00	.0%
01080600 590011 UTILITIES-HEAT	9,296	0	9,296	149.34	.00	9,146.66	1.6%
01080600 590012 UTILITIES-ELECTRIC	96,030	0	96,030	33,863.85	.00	62,166.15	35.3%
01080600 590013 UTILITIES-WATER	68,514	0	68,514	38,918.11	.00	29,595.89	56.8%
01080600 590014 UTILITIES-TELEPHON	18,528	0	18,528	3,797.65	.00	14,730.35	20.5%
<b>TOTAL PARKS</b>	<b>1,735,346</b>	<b>0</b>	<b>1,735,346</b>	<b>557,032.82</b>	<b>222,947.20</b>	<b>955,365.98</b>	<b>44.9%</b>
<b>01080800 TREE WARDEN</b>							
01080800 501101 SALARIES-FY/PERMAN	21,653	0	21,653	7,078.80	.00	14,574.20	32.7%



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TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01080800 522205 PROGRAM EXPENSES	68,000	0	68,000	38,147.53	.00	29,852.47	56.1%
01080800 578806 EMERGENCY SERVICES	24,150	0	24,150	.00	.00	24,150.00	.0%
TOTAL TREE WARDEN	113,803	0	113,803	45,226.33	.00	68,576.67	39.7%
01080900 ARTS COMMISSION							
01080900 501102 SALARIES-PT/PERMAN	19,421	0	19,421	6,186.37	.00	13,234.63	31.9%
01080900 522201 SERVICES & FEES-CL	180	0	180	.00	.00	180.00	.0%
01080900 522205 PROGRAM EXPENSES	6,000	0	6,000	2,708.24	.00	3,291.76	45.1%
01080900 534401 MATERIALS & SUPPLI	420	0	420	.00	.00	420.00	.0%
01080900 545503 COMMUNICATIONS-PUB	3,000	0	3,000	1,249.00	.00	1,751.00	41.6%
01080900 567703 TRANSPORTATION-TRA	100	0	100	.00	.00	100.00	.0%
TOTAL ARTS COMMISSION	29,121	0	29,121	10,143.61	.00	18,977.39	34.8%
TOTAL RECREATION AND PARKS	2,390,947	0	2,390,947	911,993.78	223,553.03	1,255,400.19	47.5%
09 DEBT SERVICE							
01090000 DEBT SERVICE							
01090000 595888 INTEREST ON G/OBLI	1,407,043	0	1,407,043	639,234.22	.00	767,808.78	45.4%
01090000 596888 INTEREST ON SHORT	211,192	0	211,192	.00	.00	211,192.00	.0%
01090000 597888 PRINCIPAL-G/OBLIG	2,737,655	0	2,737,655	1,934,125.00	.00	803,530.00	70.6%
TOTAL DEBT SERVICE	4,355,890	0	4,355,890	2,573,359.22	.00	1,782,530.78	59.1%
TOTAL DEBT SERVICE	4,355,890	0	4,355,890	2,573,359.22	.00	1,782,530.78	59.1%
TOTAL GENERAL FUND	151,993,877	65,000	152,058,877	40,889,427.89	1,685,205.35	109,484,243.76	28.0%
TOTAL EXPENSES	151,993,877	65,000	152,058,877	40,889,427.89	1,685,205.35	109,484,243.76	
GRAND TOTAL	151,993,877	65,000	152,058,877	40,889,427.89	1,685,205.35	109,484,243.76	28.0%

\*\* END OF REPORT - Generated by Maria Pires \*\*







SUBJECT TO MODIFICATIONS AND APPROVAL  
BD OF FINANCE  
MINUTES  
SEPTEMBER 12, 2013

DATE: September 12 2013  
TIME: 7:00 P.M.  
PLACE: Council Chambers

**CALL TO ORDER**

Chairman Hammers called the Board of Finance meeting to order at 7:05p.m. At the Town Hall, Trumbull, Connecticut. All those present joined the Pledge of Allegiance.

**PUBLIC COMMENT**

There was no public comment.

**ATTENDANCE**

Board of Finance members:

**PRESENT**

Elaine Hammers, Chairman  
Andrew Palo  
Paul Lavoie  
Tom Tesoro  
Cindy Penkoff, Alternate  
Susan LaFrance, Alternate

**ABSENT**

David Rutigliano  
Steve Lupien

**Also Present:**

Maria Pires, Finance Director; Jim Henderson, Internal Auditor; John Marsilio, Public Works Director;  
John Ponzio, Treasurer

TOWN TREASURER'S REPORT — John Ponzio

Mr. Ponzio presented his report ,highlighting the following items:

- The total cash balance is 61.5 million; up 6 million dollars from the same period from August 2012.He felt part of the reason for this is that the July collections in the tax department went up.
- We paid off a 17 million dollar ban on September 6, 2013.
- We received 9 million in ban money and 11 million in new bond money.

- The net debt increase of only 3.7 million is the lowest we've had in four years.
- Our rate on the new debt is 3.68 average on the 20 year bonds. There was 8 bidders for that.
- The rate for the ban is .211 and we had 5 bidders for that. The rates are coming up which is a positive indication for the town.
- The town received an increase in its managerial status from Standard & Poors , going from a standard to a good rating.
- The first two months of the year the interest income was 59 million. That is directly attributed to having more money invested in government securities.
- The town made a 8.6 million principal and interest payment on September 1, 2013. This was for the bond. Another payment of 2.7 million principal and interest payment was made today. (Sept. 12, 2013)
- The town purchased a 250,000 CD last Thursday for 50 basis points. That's the highest we've gotten in the four years since I've been in this job. The rates are coming up.
- Mr. Ponzio went on to thank Maria from the Finance Dept. for all her hard work, as well as the entire Finance Dept. He also wished to thank Mr. Joe Fasi , Bond Counsel for his assistance and Matt Spoerndle from Phoenix Advisors.
- Lastly, regarding our money rates, I met with TD Bank today. We're starting to see rates go up

#### INTERNAL AUDITORS REPORT — Jim Henderson

At the last meeting, Mr. Henderson was asked to look into a few items.

Mr Henderson: In my review, I went thru six years of minutes. I have a sheet enclosed with the items listed. I have listed at least three occasions where bills were presented to the Building Committee and they were approved unanimously.

Exhibit #2 was a bill for \$92,000 for additional hours Mr. John Barbarotta was supposed to be there seven hours and a lot of the time he spent there he was not reimbursed for according to the minutes. He was working 40+ hours so they began to bill for his time. The same applies to Exhibit #3.

I was also asked to review the Board of Education meeting of July 17, 2012 in regard to the Conveo Energy situation. I reviewed the tape . Mr. Al Barbarotta met with the Board of Education to discuss Conveo Energy and he stated he hoped the Board would have some interest to go forward with some energy management situations he was proposing.

Exhibit #5 was something I found from February 8, 2013. A bill for additional services submitted by AFB Management .

Cindy Penkoff asked Mr. Henderson: Were the hours approved prior to them happening and getting paid and did they get paid after the fact or are they back payments for hours on the job?

Mr. Jim Henderson replied that it looked to me it was that point going forward.

Susan LaFrance asked Mr. Henderson what John's circumstances? Does he have another full time job?

Chairman Hammers thought he worked full time at for AFB construction.

Chairman Hammers then announced that Cindy Penkoff will vote for David Rutigliano and Susan LaFrance will vote for Steve Lupien this evening .

**SUPPLEMENTAL APPROPRIATIONS-STORM RELATED FY 2012-2103**

09-13-01	Maria Pires Finance Director	FROM. General Fund	97,226
		TO: Technology-Salaries-OT (Storm related and vacancy) 01012600-501105	6,863
		Emerg. Management-Salaries-PT (Storm related) 01023400-501102	2,482
		Emerg. Management-Salaries-OT (Storm related) 01023400-501105	1,531
		HWY-Snow Removal-Salanes-OT (net of FEMA reimb) 01030101-501105	24,117
		Recycling-Servcies & Fees Contractual (net of FEMA reimb) 01030400-522204	60 635
		School Nurses - Salaries -OT (net of storm Reimb) 01060200-501105	1 598

Per Chairman Hammers, Cindy Penkoff will be voting for David Rutigliano and Susan LaFrance will be voting for Steve Lupien.

Mr. Lavoie moved, seconded by Mr. Tesoro to transfer \$ 97,226 from the General Fund to the accounts listed:

\$6,863 to account #01012600-501105 Technology-Salaries –OT (Storm related and vacancy)

\$2,482 to account#01023400-501102 Management –Salaries-PT (Storm related)

\$1,531 to account#01023400-501105 Management –Salaries-OT (Storm related)

\$24,117 to account#01030101-501105 Snow Removal-Salaries-OT

\$60,635 to account# 01030400-522204 Recycling-Services & Fees Contractual (net of FEMA reimb)

\$1,598 to account#01060200-501105 School Nurses-Salaries-OT (net of storm reimb)

Vote 6-0-0 motion carries

Maria Pires (Finance Director) stated that most of the items were storm related. A schedule is attached which shows which items were approved by FEMA.

Mr. John Marsilio (Director of Public Works) spoke next. He explained that there were two brush removal operations. One was the brush removal that was taken to Indian Ledge Park and stored there.

The other one was the accumulation of brush and debris brought to the transfer station, piled up there and removed. All of that was included in the claim made to FEMA.

Maria Pires stated that the town has not received this money yet, but it has been approved.

**YEAR END TRANSFERS FY ENDING JUNE 30, 2013**

09-13-02 TO 09-13-05	Maria Pires Finance Director	Year End Transfers — See Attached Schedule	
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Per Maria Pires, (Finance Director), there are two changes on the attached schedule for the year end transfers.

- (1) Transfer number 09-13-03, line one in the amount of \$2,358.00 should be eliminated. This changes the total from \$(7,511.00) to \$(5,153.00).
- (2) Transfer number 09-13-03 under the "TO" section, Line 3, the amount is changing from \$3,985.00 to \$1,627.00. This changes the final amount from \$7,511.00 to \$5,153.00.
- (3) Transfer number 09-13-04A the first line under "TO" should read Recycling-salaries-OT-not FT and account number should be 01030100-501105.

Mr. Lavoie moved, seconded by Mr. Tesoro to amend 09-13-03 and 09-13-04A as presented by Maria Pires.

Vote 6-0-0 motion carries

Per Maria Pires, these changes were needed because two accounts were transposed.

Mr. Lavoie moved, seconded by Mr. Tesoro to approve the amended Year End Transfers FY ending June 30, 2013 as per the attached schedule.

Vote 6-0-0 motion carries.

**YEAR END DIRECTOR OF FINANCE TRANSFERS FY 2013**

09-13-06 TO 09-13-13	Maria Pires Director of Finance	Director of Finance Transfers — See Attached Schedule	
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Mr. Lavoie moved, seconded by Mr. Tesoro to approve the year end Finance Transfers.

Vote 6-0-0 motion carries

**DISCUSSION ITEMS**

- Year to Date Budget to Actual Report — Expenditures FY 2013, FY 2014

Mr. Tom Tesoro asked for a summary of Trumbull Day, (revenue & expenses). Maria Pires has provided this information, which is enclosed. We don't have the revenue information yet. Trumbull day has \$40,000 available to start next year's event. The profit was \$7,000. Back in June this Board had approved a transfer of \$33,600.00 from the public events account to go toward Trumbull Day.

Mr. Lavoie asked Maria if she sees any trends in expenses that she's concerned about. Maria stated that she was concerned only about the refuse. She will review the contract. It also includes the garbage pickup for the town.

- Fund Balance Report FY 2013

Maria Pires stated the total supplements to date (including tonight) bring the balance to \$510,000 for the year. The surplus is \$430,000 making the fund balance \$16.9 million for the fiscal year to June 2013.

**APPROVAL OF MINUTES — August 15, 2013**

Chairman Hammers moved to approve the August 15, 2013 meeting minutes as presented.

Vote 6-0-0 motion carries

**ADJOURNMENT**

By unanimous consent, the meeting was adjourned at 7:37 p.m.

Respectfully submitted,

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Michelle Arbachouskas  
Substitute Clerk

DATE OF MEETING: SEPTEMBER 12, 2013			REVISED DUE TO ALLOCATION OF FEMA REIMB		
TRANSFERS TO/FROM - FY ENDING JUNE 30, 2013					
TRANSFER NUMBER	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	BALANCE	AMOUNT OF	BALANCE
			BEFORE		TRANSFER
09-13-02	FROM		...		
	Tax Collector - Salaries-PT	01012000-501102	943.82	(943.00)	0.62
	Tax Collector - Services & Fee Ancillary	01012000-522203	671.46	(671.00)	0.46
	Tax Collector - Comm-Legal Notices	01012000-545501	613.06	(31.00)	582.06
	TO			(1,614.00)	
	Tax Collector - Services & Fees	01012000-522204	(1,642.99)	1,643.00	0.01
	Tax Collector - Postage	01012000-545504	(1.47)	2.00	0.53
				1,645.00	
	To cover additional Quality Data Invoices				
09-13-03	FROM		REVISED DUE TO ALLOCATION OF FEMA REIMB		
	Emerg. Management - Repair service contract	01023400-534402	2,358.33	(2,358.00)	0.33
	Emerg. Management - Repair Bldg & Equip	01023400-578802	1,168.16	(1,168.00)	0.16
	Emerg. Management - Program supplies	01023400-534402	3,985.93	(3,985.00)	0.93
				(7,511.00)	
	TO				
	Emerg. Management - Uniform Allowance	01023400-501888	(675.84)	676.00	0.16
	Emerg. Management - Salaries -PT	01023400-501102	(4,184.49)	1,703.00	(2,481.49)
	Emerg. Management - Salaries -OT	01023400-501105	(5,615.11)	3,985.00	(1,630.11)
	Emerg. Management - Utilities - Telephone	01023400-590014	(1,146.14)	1,147.00	0.86
				7,511.00	
	To cover additional costs related to strom not reimb by FEMA				
09-13-04	FROM		REVISED DUE TO ALLOCATION OF FEMA REIMB		
	Recycling - Salaries-OT	01030400-501105	14,245.66	(14,245.00)	0.66
	Recycling - Special Contractual	01030400-522207	7,157.55	(7,157.00)	0.55
	Recycling - Program Supplies	01030400-534402	658.46	(658.00)	
	Recycling - Hazardous Waste	01030400-581886	2,426.50	(2,426.00)	
	Recycling - Capital Outlay	01030400-581888	920.00	(920.00)	
				(25,406.00)	
	TO				
	Recycling - Salaries PT	01030400-501102	(127.74)	128.00	0.26
	Recycling - Uniform Allowance	01030400-501888	(87.98)	88.00	0.02
	Recycling - Services & Fees	01030400-522204	(249,678.09)	25,151.00	(224,527.09)
	Recycling - Repairs	01030400-578801	(38.94)	39.00	0.06
				25,406.00	
09-13-04A	FROM		REVISED DUE TO ALLOCATION OF FEMA REIMB		
	PW-Highway-Salaries-FT	01030100-501101	94,608.00	(27,723.00)	66,885.00
	TO				
	PW-Highway-Salaries-FT	01030100-501101	(27,722.69)	(27,723.00)	(55,445.69)
09-13-05	FROM				
	Parks - Capital Outlay	01080600-581888	297.73	(59.00)	238.73
	Parks - Telephone	01080600-590014	6,773.63	(4,597.00)	2,176.63
				(4,656.00)	
	TO				
	Parks - Maintenance Program	01080600-578803	(58.60)	59.00	0.40
	Parks - Water	01080600-590013	(4,596.17)	4,597.00	0.83
				4,656.00	

TRANSFER NUMBER	TOWN OF TRUMBULL				
	DIRECTOR OF FINANCE YEAR END TRANSFERS				
	FYE 6/30/2013				
	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	BALANCE BEFORE TRANSFER	AMOUNT OF TRANSFER	AFTER TRANSFER
09-13-06	FROM				
	Human Resources- Service & fees Ancillary	01013000-	2,599.90	(543.00)	2,056.90
	TO				
	Human Resources - Salaries OT	01013000-	(542.77)	643.00	0.23
	To cover out of class payment when staff out of office				
09-13-07	FROM				
	P & Z -Service & Fees - Program Expenses	01014200-	664.36	(504.00)	160.36
	TO				
	P & Z -Service & Fees -	01014200-	(503.30)	504.00	0.70
	Year End transfers				
09-13-08	FROM				
	Police - Utilities-traffic lights	01022000-	259.92	(246.00)	13.92
	TO				
	Police - Shift Differential	01022000-	(133.18)	134.00	0.82
	Police Utilities-telephone	01022000-	(111.30)	112.00	0.70
	Year End transfers			246.00	
09-13-09	FROM				
	Animal Control -Utilities-Water	01022400-	81.47	(21.00)	60.47
	TO				
	Animal Control -Utilities-Telephone	01022400-	(20.26)	21.00	0.74
	Year End transfers				
09-13-10	FROM				
	PW-Bldg Mntce-Rentals-Occasional	01030200-	1,028.51	(160.00)	868.51
	TO				
	PW-Bldg Mntce-Repair Bldg & Equip	01030200-	(159.98)	160.00	0.02
	Year End transfers				
09-13-11	FROM				
	School Nurses-Program Supplies	01060200-	432.05	(432.00)	0.05
	School Nurses-Professional Dev Dues	01060200-	240.00	(240.00)	-
	School Nurses-Transportation travel	01060200-	82.53	(78.00)	4.53
	TO			(750.00)	
	School Nurses-Salaries-PT	01060200-	(661.25)	662.00	0.75
	School Nurses-Salaries-Vacation	01060200-	(87.25)	88.00	0.75
	Year End transfers			750.00	
09-13-12	FROM				
	Non Public Nurses-Salaries-FT	01060400-	1,442.84	(154.00)	1,288.84
	TO				
	Non Public Nurses-Salaries-vacation	01060400-	(51.00)	51.00	.
	Non Public Nurses-Program Supplies	01060400-	(102.49)	103.00	0.51
	Year End transfers			154.00	
09-13-13	FROM				
	BEI-Utilities-Heat	010606000-590011	549.20	(176.00)	373.20
	TO				
	BEI-Utilities-Electric	0106060590012	(175.53)	176.00	0.47
	Year End transfers				

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  
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## 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

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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>
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**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>
<b>1. Radio System Upgrade and Enhancement</b>	<b>2,885,658</b>
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
<b>2. Building Renovation</b>	<b>1,517,213</b>
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.	
<b>3. Technology and Computer Hardware</b>	<b>53,425</b>
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

Telephone: +1 201.949.5500  
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.

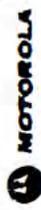
#### Simulcast

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.

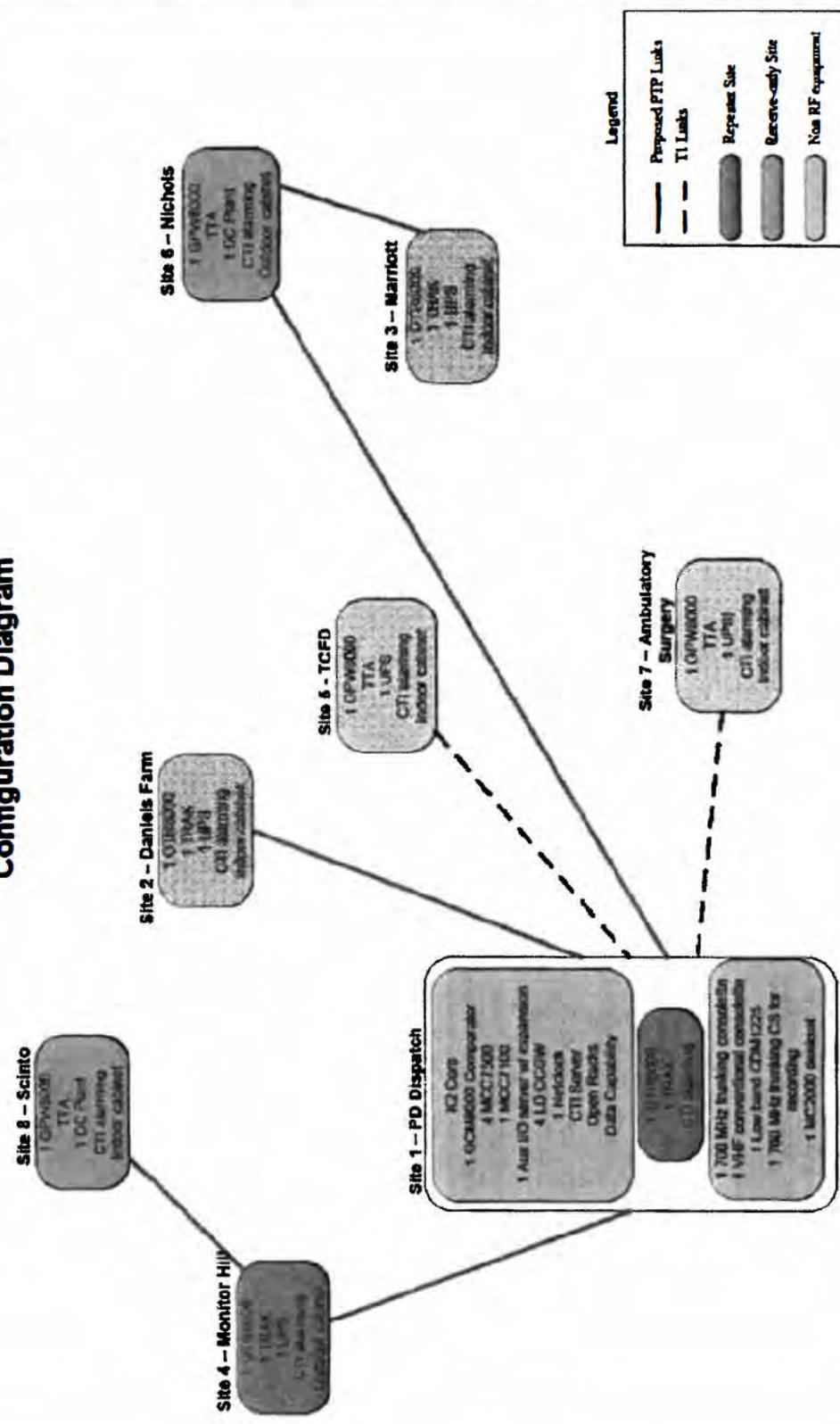
Simulcast systems are a frequency efficient and user-friendly technique of providing wide-area coverage. Simulcast offers the following advantages:

- **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.

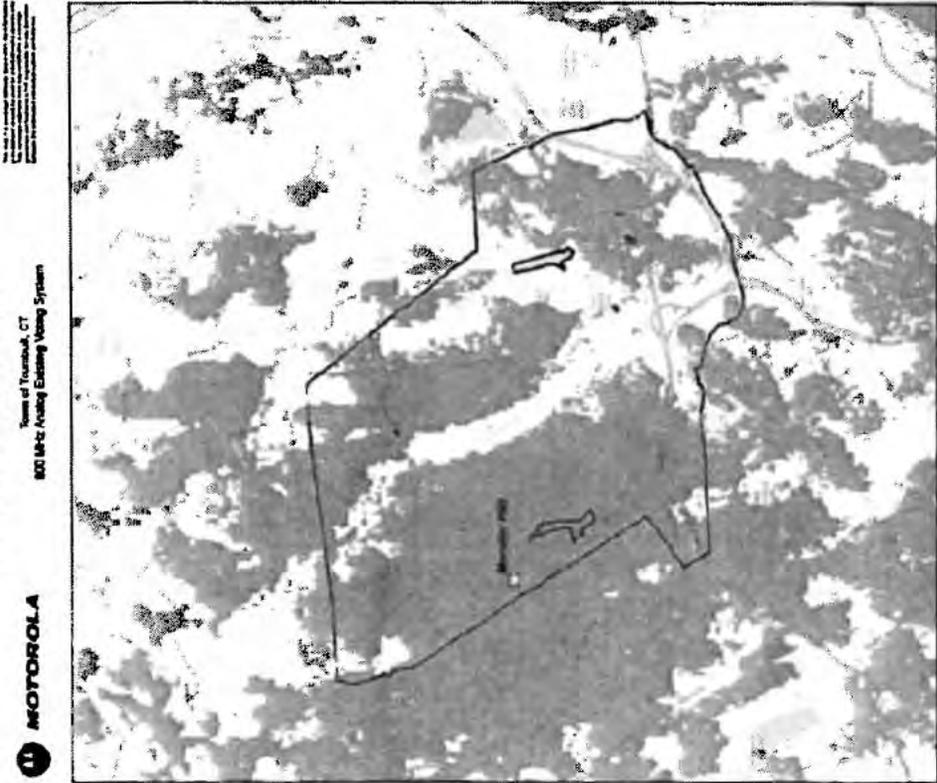


# Trumbull PD - Site Configuration Diagram



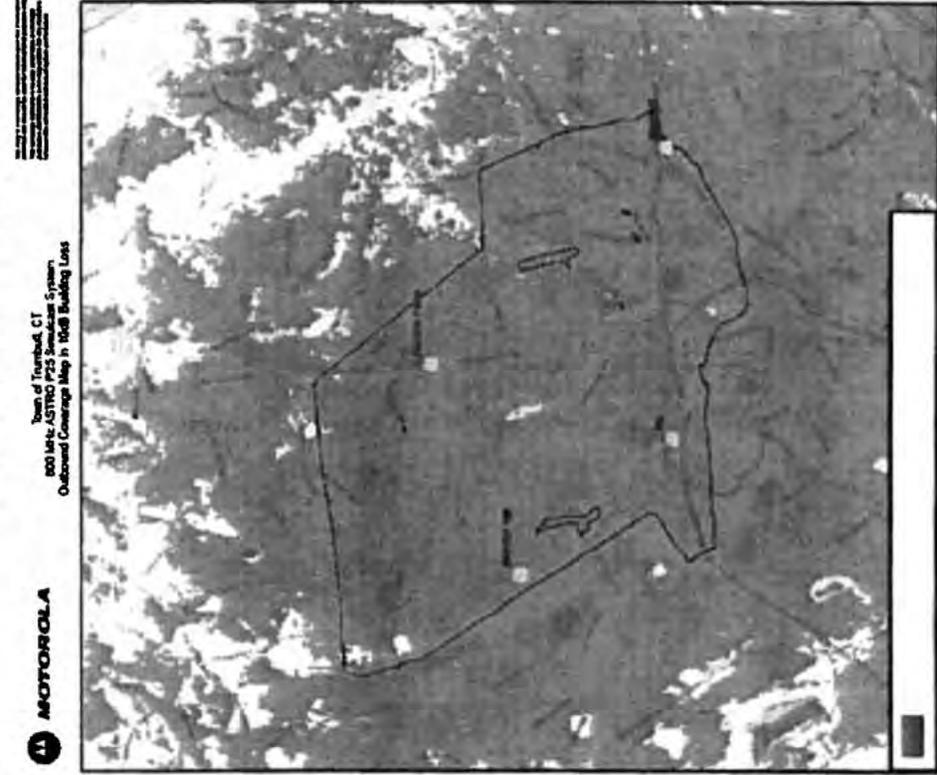
# Trumbull PD System Coverage Comparison

## Current System



VIS387  
CC07LAB-03  
2017/03/17 08:11  
Ver 4.4 1302 J  
Copyright © 2007 Motorola, Inc. All Rights Reserved.  
Network of Cell Sites Data Copyright © 2007 ESRI, Inc. Data, ESRI Japan (INC)-MDC

## New Simulcast System



VIS387  
CC07LAB-03  
2017/03/17 08:11  
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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.

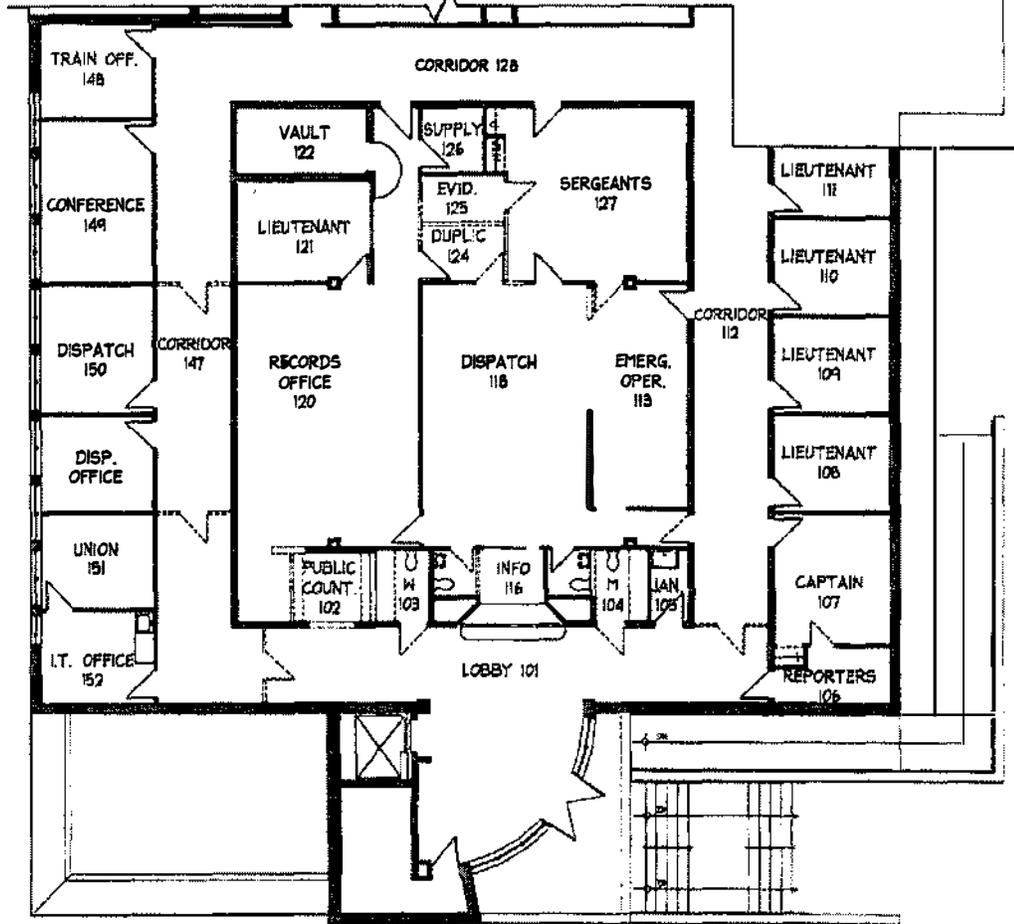


**Emergency Communication Center  
Trumbull Police Department  
Trumbull, CT**

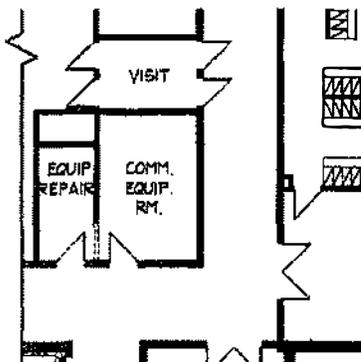
**Budget Detail 10-25-13**

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%

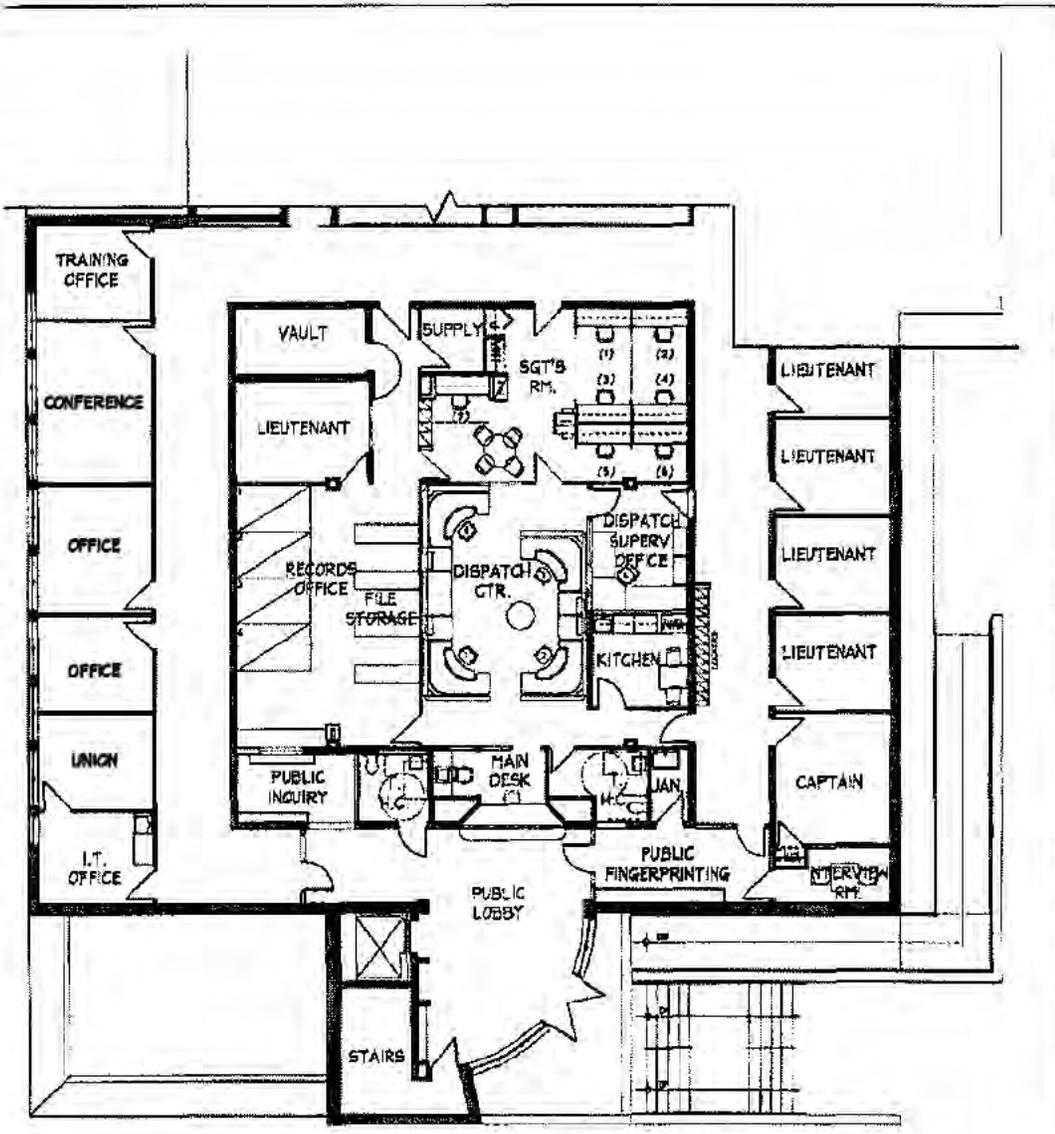




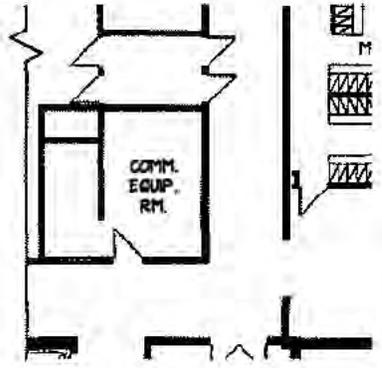
2 PARTIAL EXISTING MAIN FLOOR PLAN  
1/8"=1'-0"



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**

	RENOVATE AREA SERVICED BY NON HVAC UNITS
	RENOVATED AREA
	EXISTING WALL TO REMAIN
	EXIST. WALL
	WALL TO BE DEMOLISHED
	EXISTING DOOR
	NEW DOOR

**INTERIOR RENOVATION  
TO  
TRUMBULL POLICE DEPARTMENT**  
TRUMBULL, CT  
154 REDBORN ROAD

**JJH  
JACUNSKI HUMES  
ARCHITECTS, LLC**  
 15 MASHINGO DRIVE  
 SUITE 101  
 BERLIN, CT 06037  
 TEL. 860-688-0881  
 FAX 860-688-0288

**PROPOSED  
FLOOR  
PLANS**

PROJ. NO.	24 0728	DRAWING NO.	<b>A-1</b>
SCALE	1/8" = 1'-0"	DATE	
DATE	MAY 24, 200		

**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**  
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**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

---

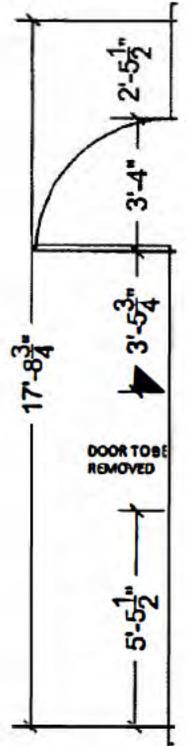
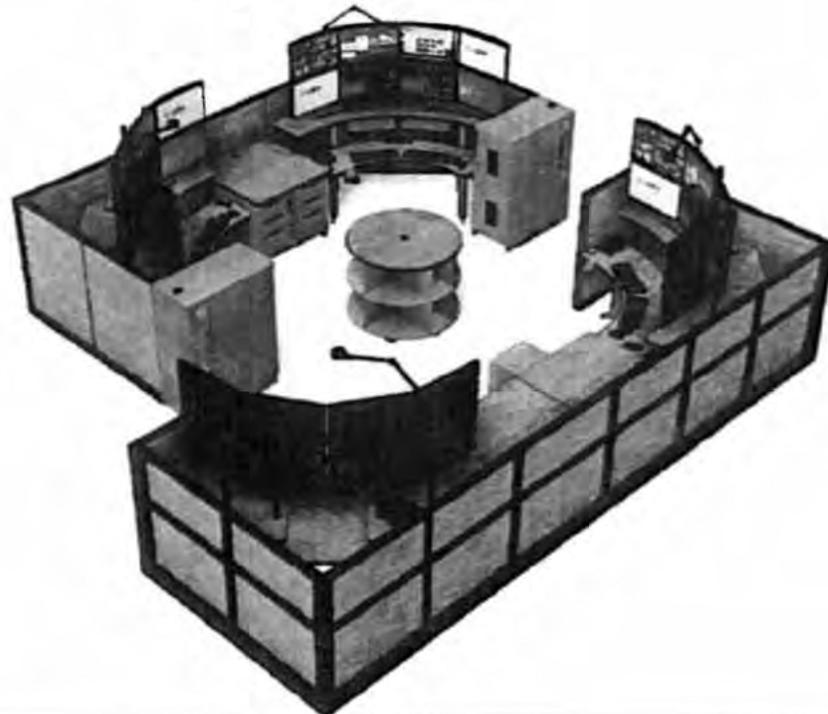
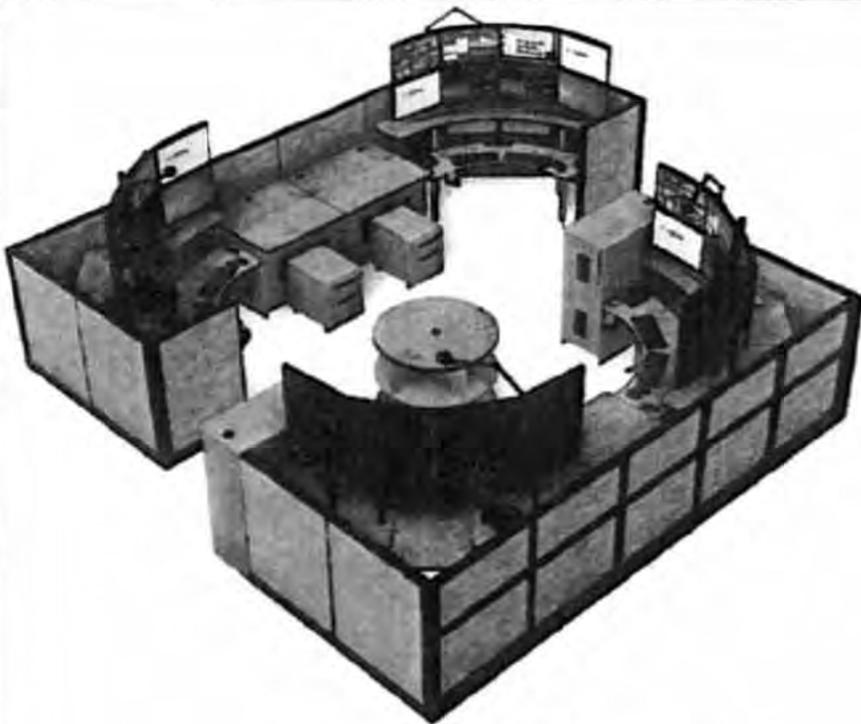
**Note 1:**

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

**Note 2:**

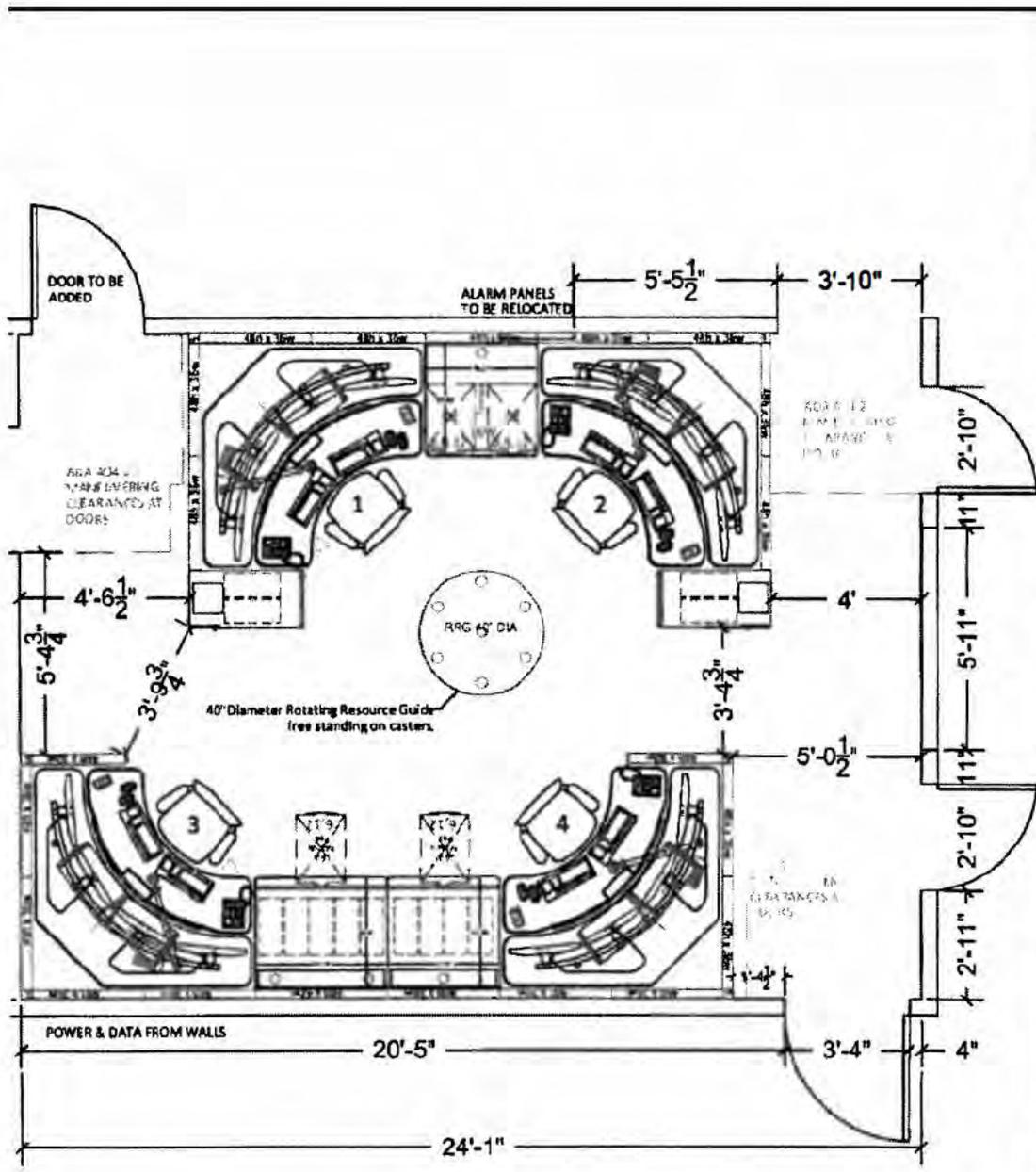
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus 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 QUOTE		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 required by the Client as being necessary to 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**

- 47 Panel
- 48 Panel
- 65 Panel
- Single Line
- Storage
- CPU Storage



<b>Revisions</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DSGN</th> </tr> </thead> <tbody> <tr> <td>01</td> <td></td> <td>16.13</td> <td>mg</td> </tr> <tr> <td>10</td> <td></td> <td>28.13</td> <td>mg</td> </tr> </tbody> </table>			NO.	DESCRIPTION	DATE	DSGN	01		16.13	mg	10		28.13	mg	<b>Trumbull Police Department PSAP</b> 158 Edison Road Trumbull, CT 06611				8207 SouthPark Circle Littleton, CO, 80120 ☎ 800.788.7830 F 303.683.5454 www.xybix.com	
NO.	DESCRIPTION	DATE	DSGN																	
01		16.13	mg																	
10		28.13	mg																	
<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: jpease@xybix.com														
<b>SHEET:</b> Plan View		<b>SCALE:</b> 1/4" = 1'-0"		<b>NOTE:</b> 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; font-weight: bold;">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

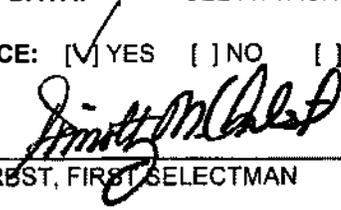
(C) BOND RESOLUTION

(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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**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.**

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**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

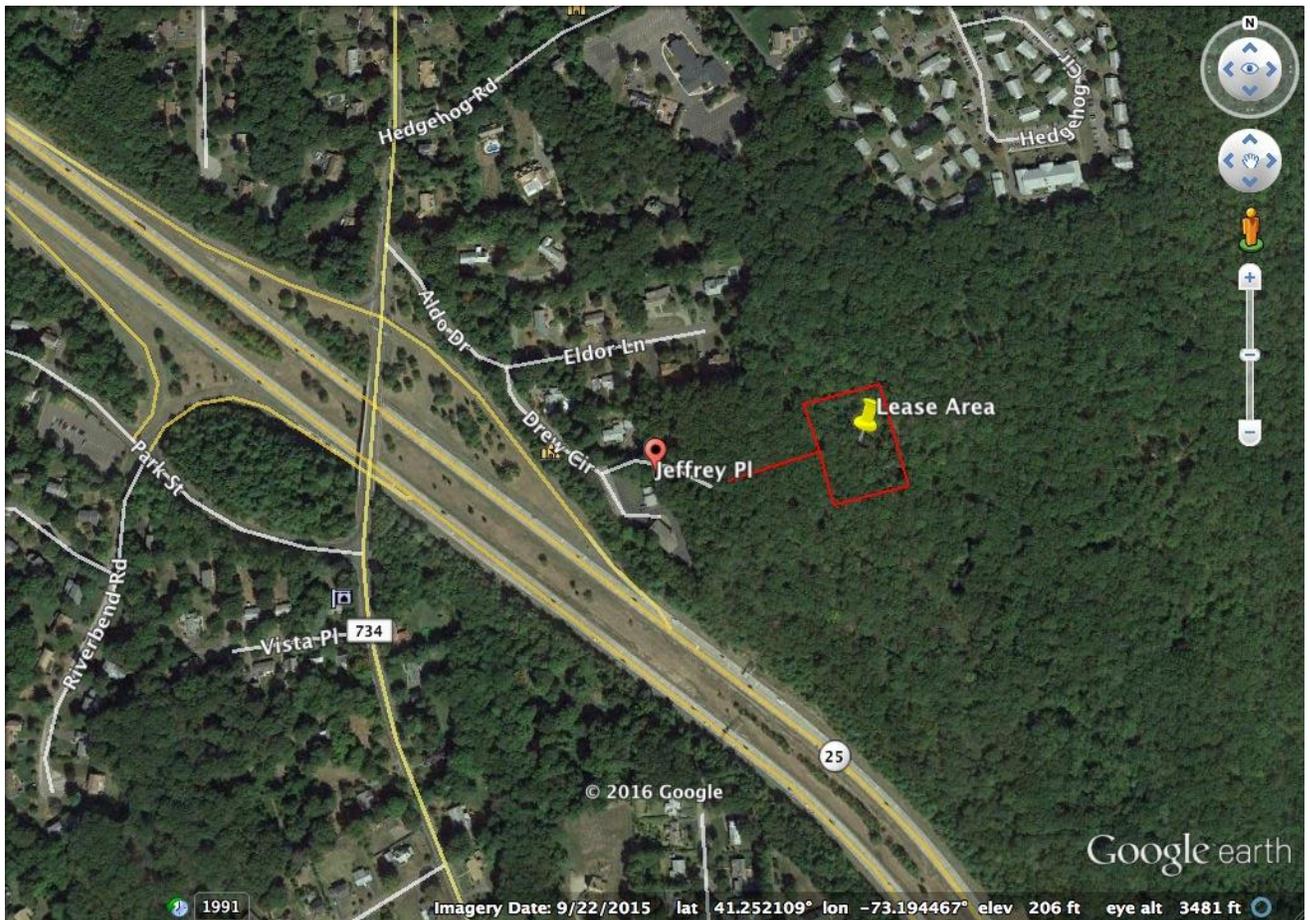
<b>Name</b>	TRUMBULL BOARD OF EDUCATION	
<b>BP #</b>		<b>Legacy (CIS) Account #</b>
<b>Past 12 months at this PREMISE location</b>		
	<b>Summer</b>	<b>Winter</b>
<b>On-Peak kWh</b>	1,984,431	3,876,484
<b>Demand</b>	7,109	6,993
<b>Shoulder kWh</b>	1,421,153	3,000,389
<b>Demand</b>	7,101	6,615
<b>Off-Peak 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

**EXHIBIT "B" TO LAND LEASE AGREEMENT**

**PREMISES**

- a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



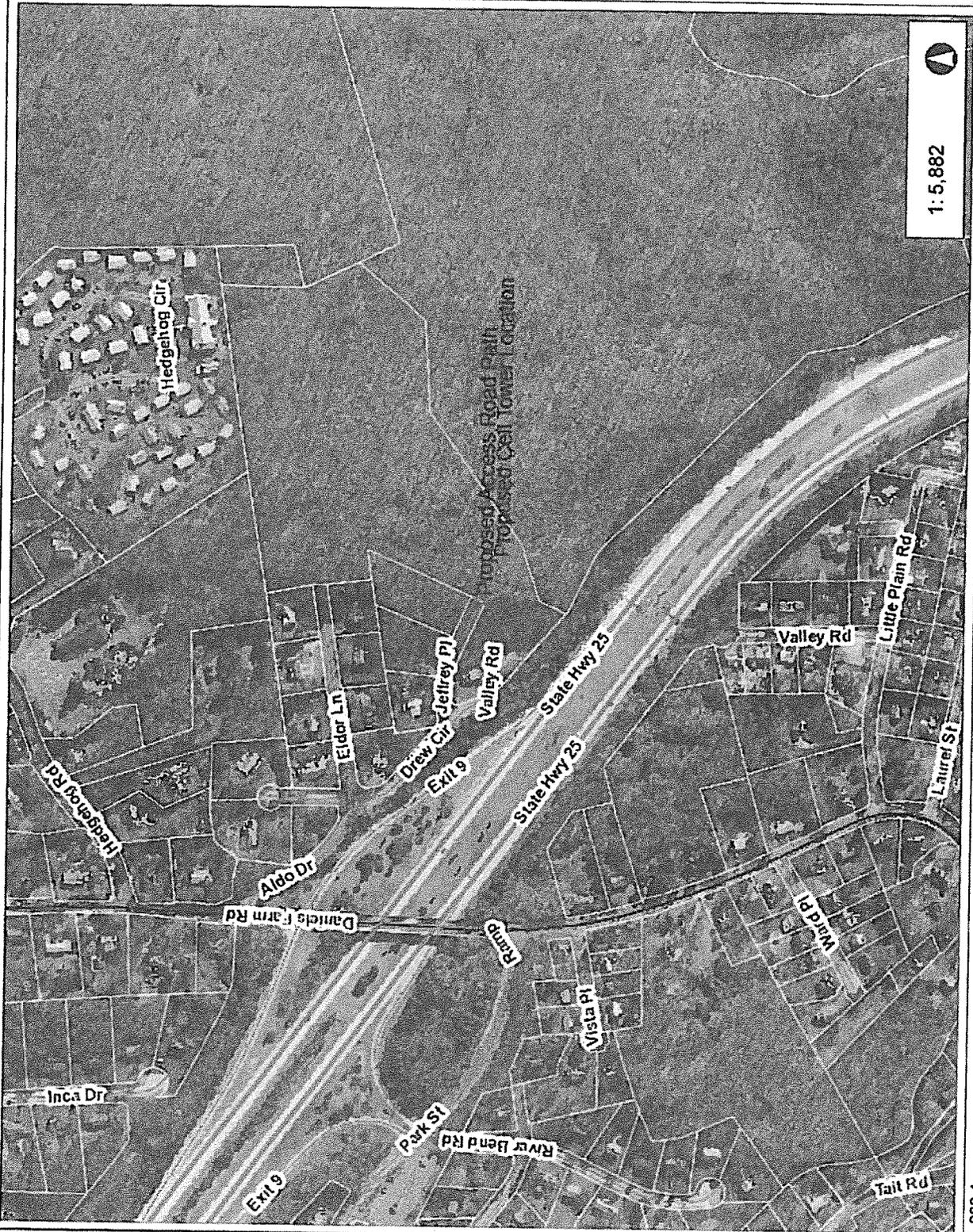
Site #: CT1212  
Site Name: Trumbull



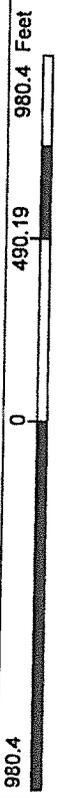
UNDESIGNED PUBLIC HIGHWAY TO 1984

### Legend

- Street
  - Local
  - Minor Arterial
  - Collector
  - Minor Collector
  - Major Collector
  - PA Other
  - PA Other Expwy
  - PA Interstate
- Parcels
- Town Boundary



1:5,882



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
 Created by Greater Bridgeport Regional Council





# TRUMBULL BOE FIVE YEAR CAPITAL PLAN

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2017-2018 Request

# Preventative Abatement Program

- We have adopted a pro-active approach to removing asbestos pipe insulation and VAT (Vinyl Asbestos Tile) from our schools. In the past it was a reactionary program that in the long run was much more costly.
- Hillcrest-- \$70,000
- Madison-- \$50,000
- Booth Hill-- \$40,000
- Middlebrook--\$40,000
- **Total Asbestos remediation request \$200,000**



## Hillcrest Middle School (1967)

- Asbestos Abatement flooring and pipe insulation
- \$70,000

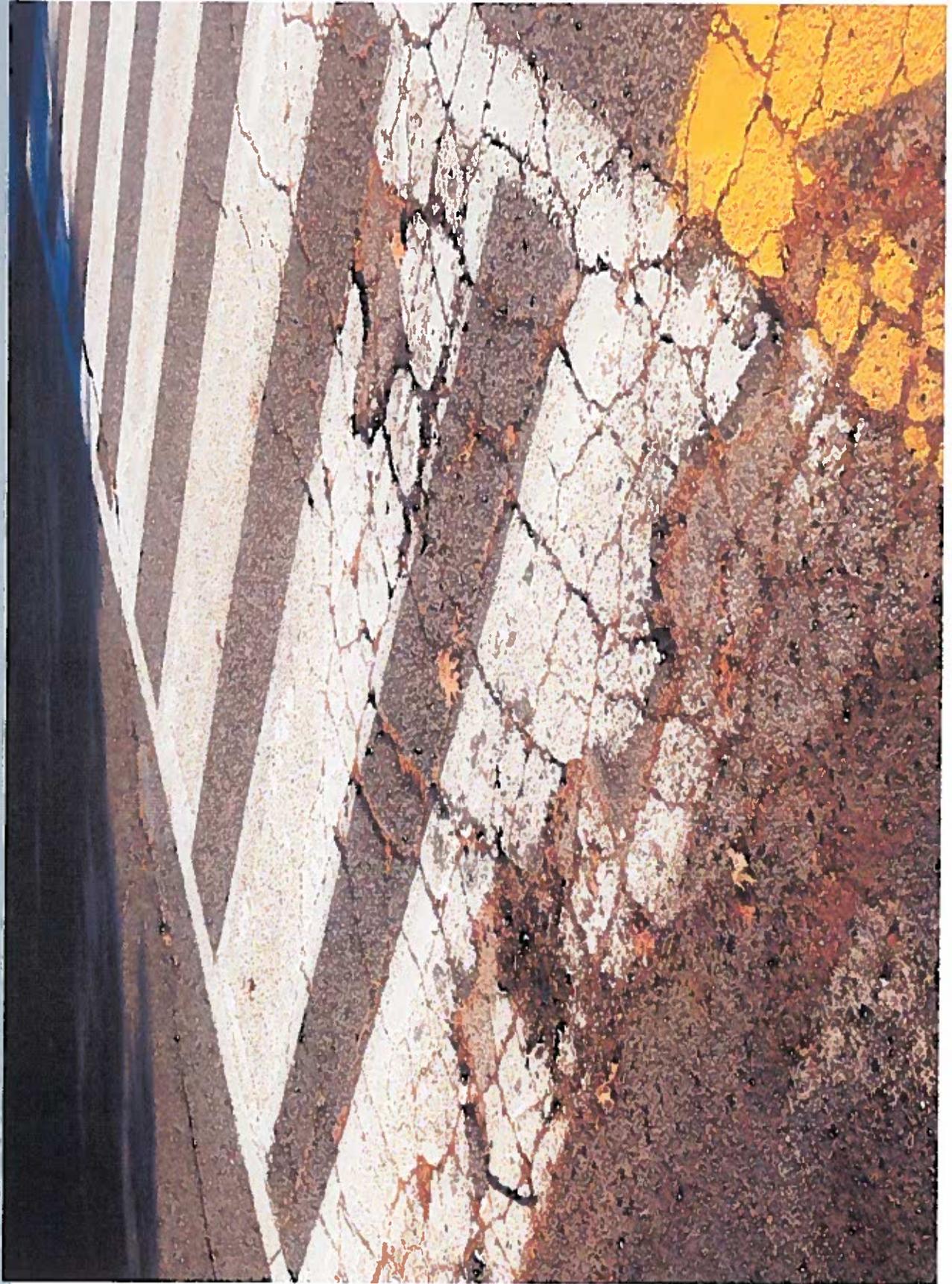
# Hillcrest CIP

BUILDING	CATEGORY	DESCRIPTION	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
Hillcrest Middle School	Environmental	Asbestos (Flooring and Insulation)	70,000	-	40,000	40,000	40,000
Hillcrest Middle School	Painting	Repaint Interior/Exterior	-	123,000	-	-	-
Hillcrest Middle School	Safety	Building Security/Fire Alarm	-	-	45,000	-	-
Hillcrest Middle School	Safety	Upgrade clock and PA system	-	170,000	-	-	-
		Total Hillcrest Middle School:	70,000	293,000	85,000	40,000	40,000



## Madison Middle School (1960)

- Asbestos Abatement flooring and pipe insulation
- \$50,000
- Parking lot and driveway paving
- \$989,819





## Middlebrook Elementary School (1953)

- Asbestos Abate VAT/Piping insulation
- \$40,000
- Drainage, sidewalks and curbs
- \$250,000





# Jane Ryan Elementary School (1955)

- Upgrade PA System
- \$90,000
- Window Replacement (1955)
- \$1,200,000

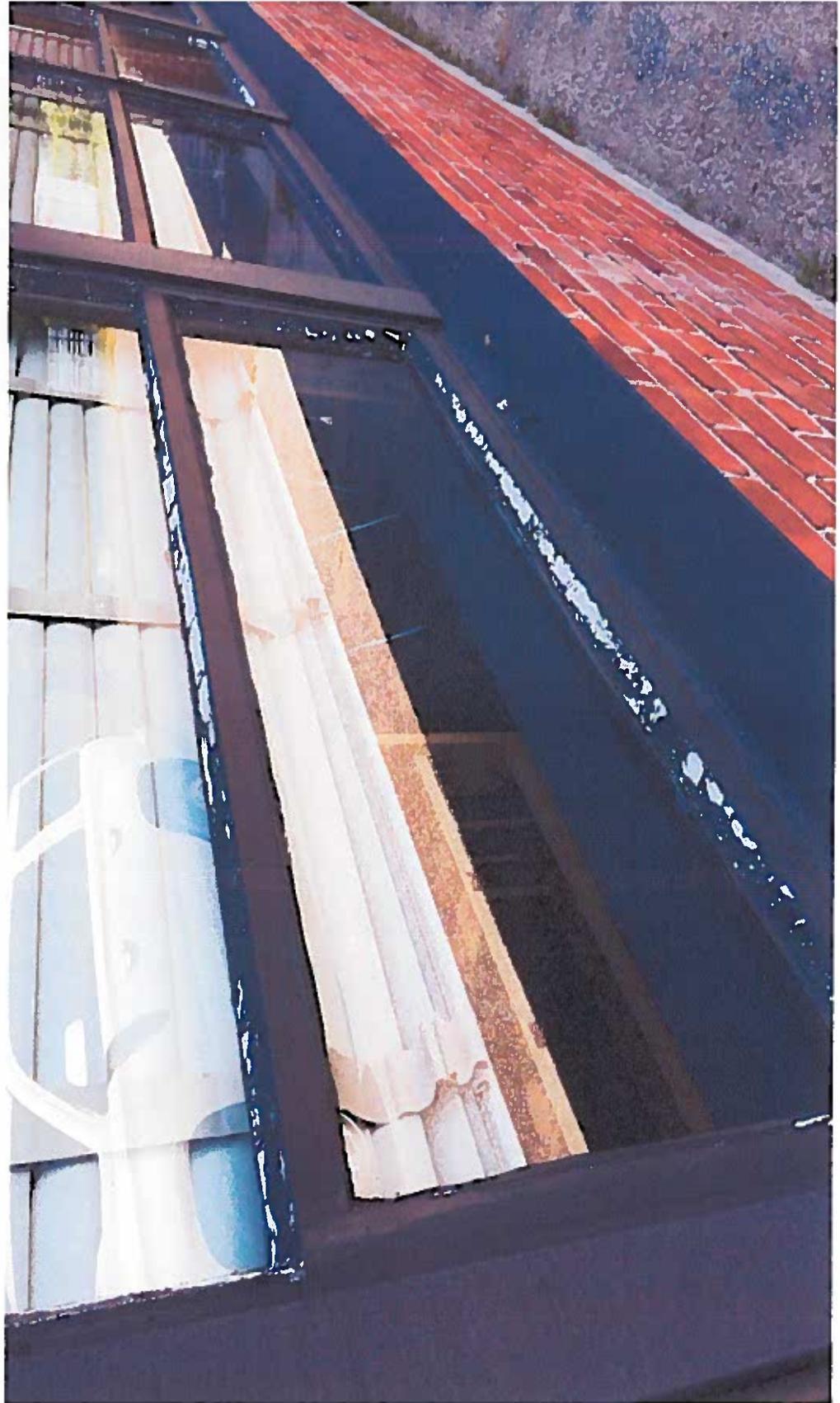
# Jane Ryan CIP

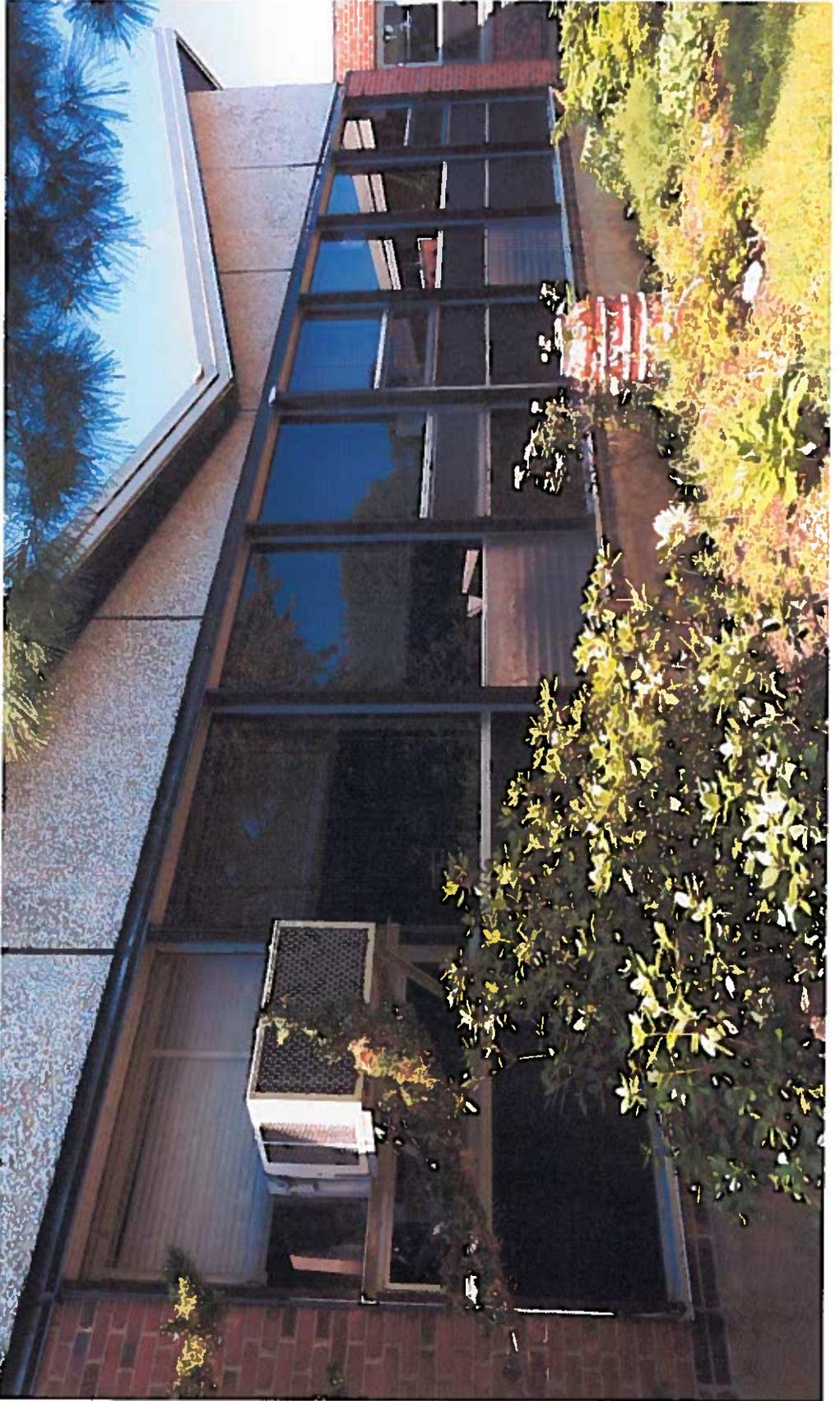
		CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
Jane Ryan Elementary	Paving	-	-	-	-	-
Jane Ryan Elementary	Paving	-	-	-	416,000	-
Jane Ryan Elementary	Safety	90,000	-	276,000	-	-
Jane Ryan Elementary	On Site Const	-	70,000	-	-	-
Jane Ryan Elementary	Windows	1,200,000	-	-	-	-
	Window Replacement (1955)	1,290,000	70,000	-	-	-
	Total Jane Ryan Elementary:		70,000	276,000	416,000	-



## Upgrade PA System

- System is original to the school as are most of our elementary schools.
- These systems are an integral part of our safety and security plans and operations.
- The plan is to design and install a new system which will become the standard for other schools as we request funding to replace.









## Booth Hill Elementary School (1955)

- Asbestos Abate VAT/Piping Insulation
- \$40,000
- Window Replacement (1955)
- \$1,200,000

# Booth Hill CIP

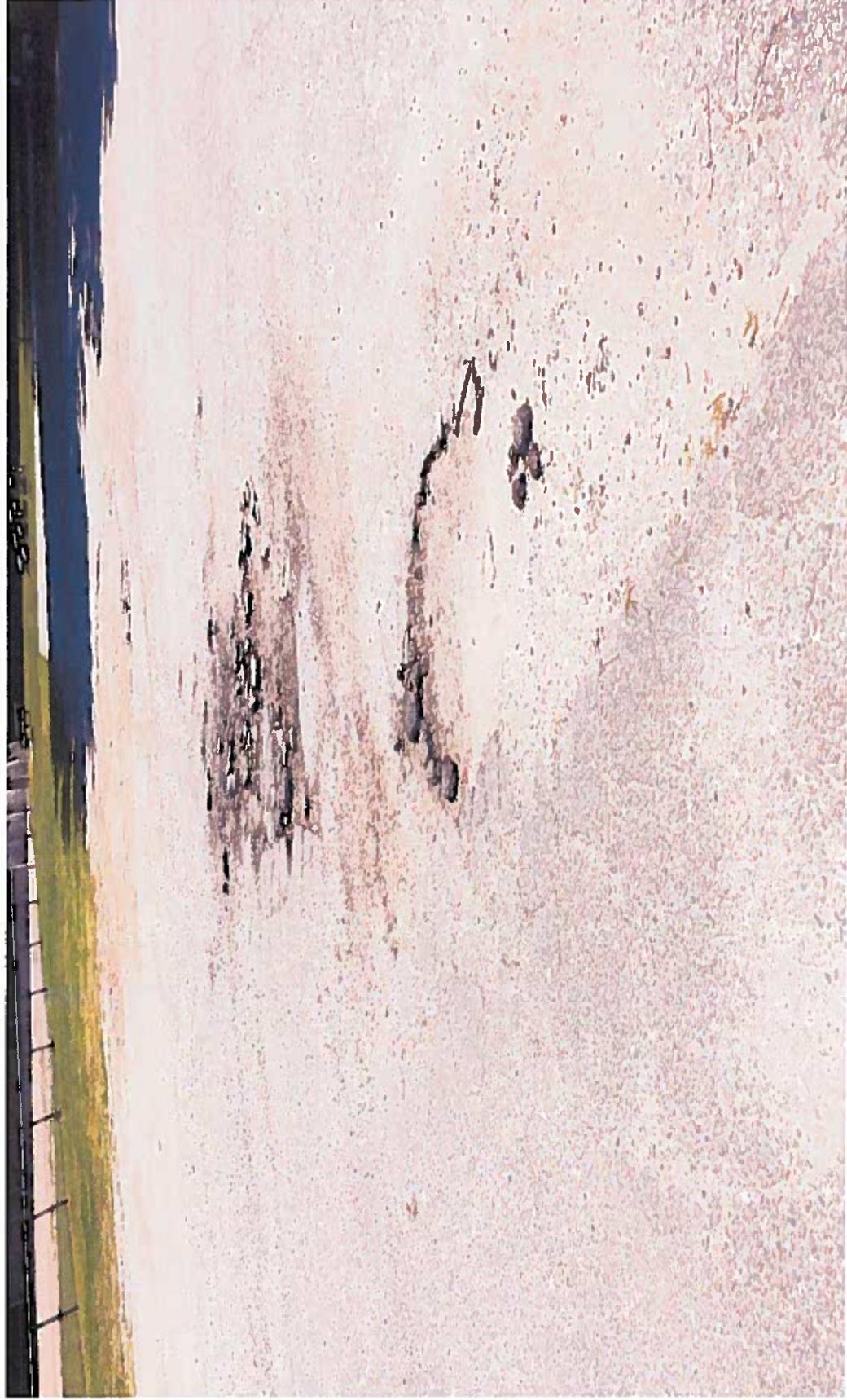
		CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
Booth Hill Elementary	Environmental	40,000	40,000	40,000	40,000	-
Booth Hill Elementary	Paving	-	-	-	-	-
Booth Hill Elementary	Windows	1,200,000	-	-	-	-
Booth Hill Elementary	Environmental	-	-	-	-	-
	Asbestos Abate	1,240,000	40,000	40,000	40,000	-
	VAT/Piping Insulation	-	-	-	-	-
	Parking Lot and Driveway Paving	-	-	-	-	-
	Window Replacement (1955)	-	-	-	-	-
	Drainage	-	-	-	-	-
	<b>Total Booth Hill Elementary:</b>	<b>1,240,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>-</b>



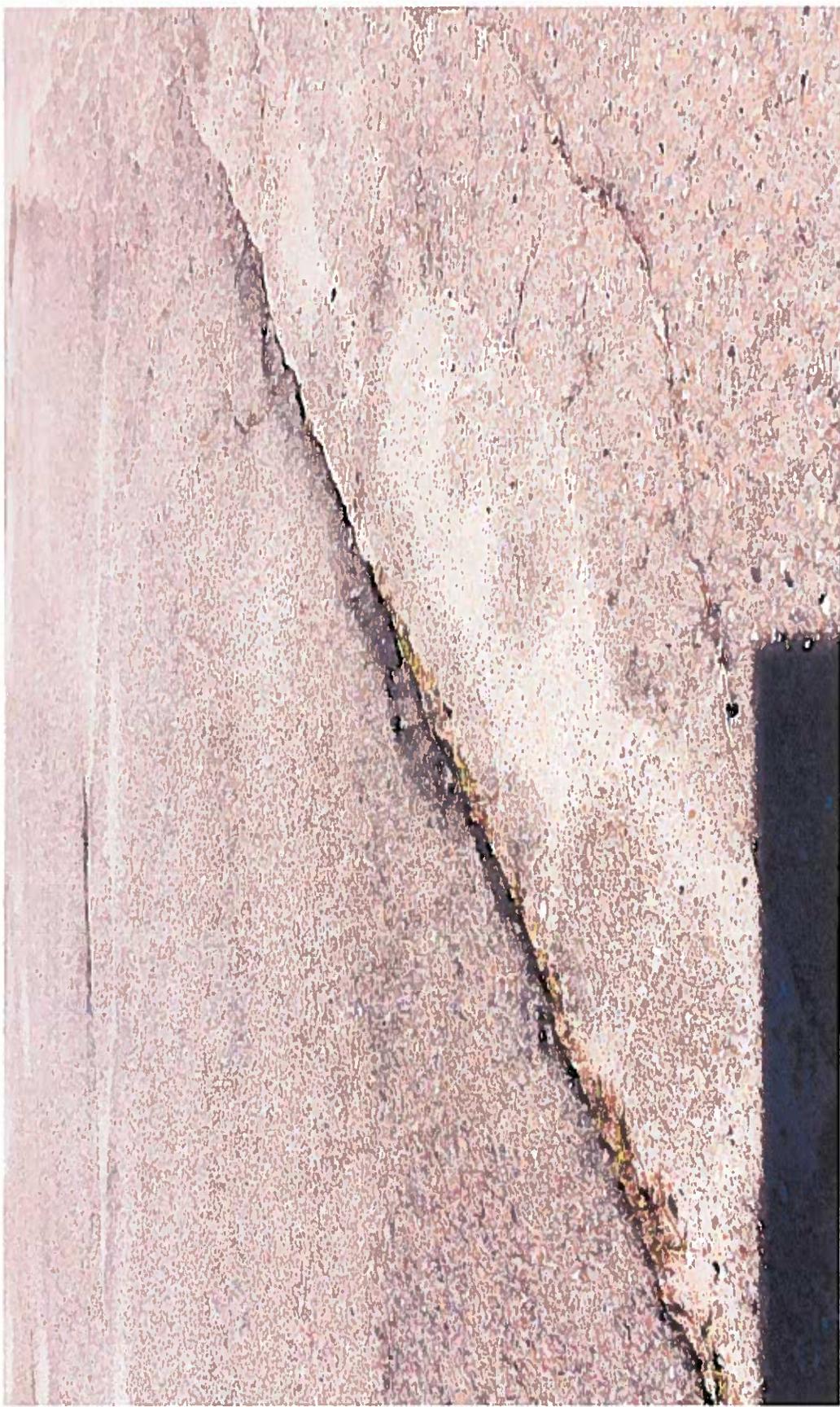
## Long Hill Administration Building

- Parking lot and driveway paving
- \$250,000

# Long Hill paving



# Long Hill paving

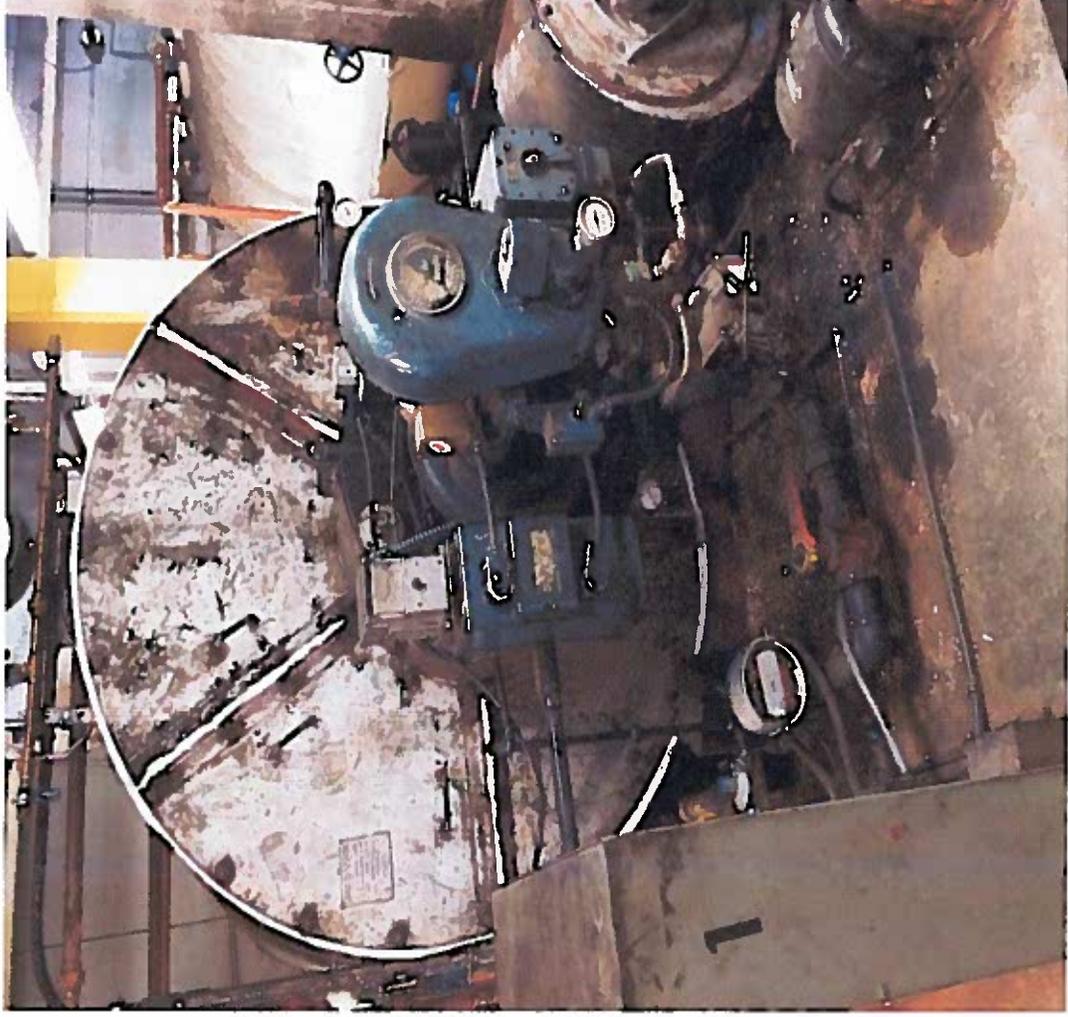




## BOE Performance Contracting

- Middlebrook Elementary School-1953 Boiler replacements, installation of new DDC BAS to replace existing pneumatic and time clock system, and installation of new LED lighting interior and exterior. Project to be financed and paid for through the energy savings achieved over the next ten years.
- \$800,000

# Middlebrook Original Boilers



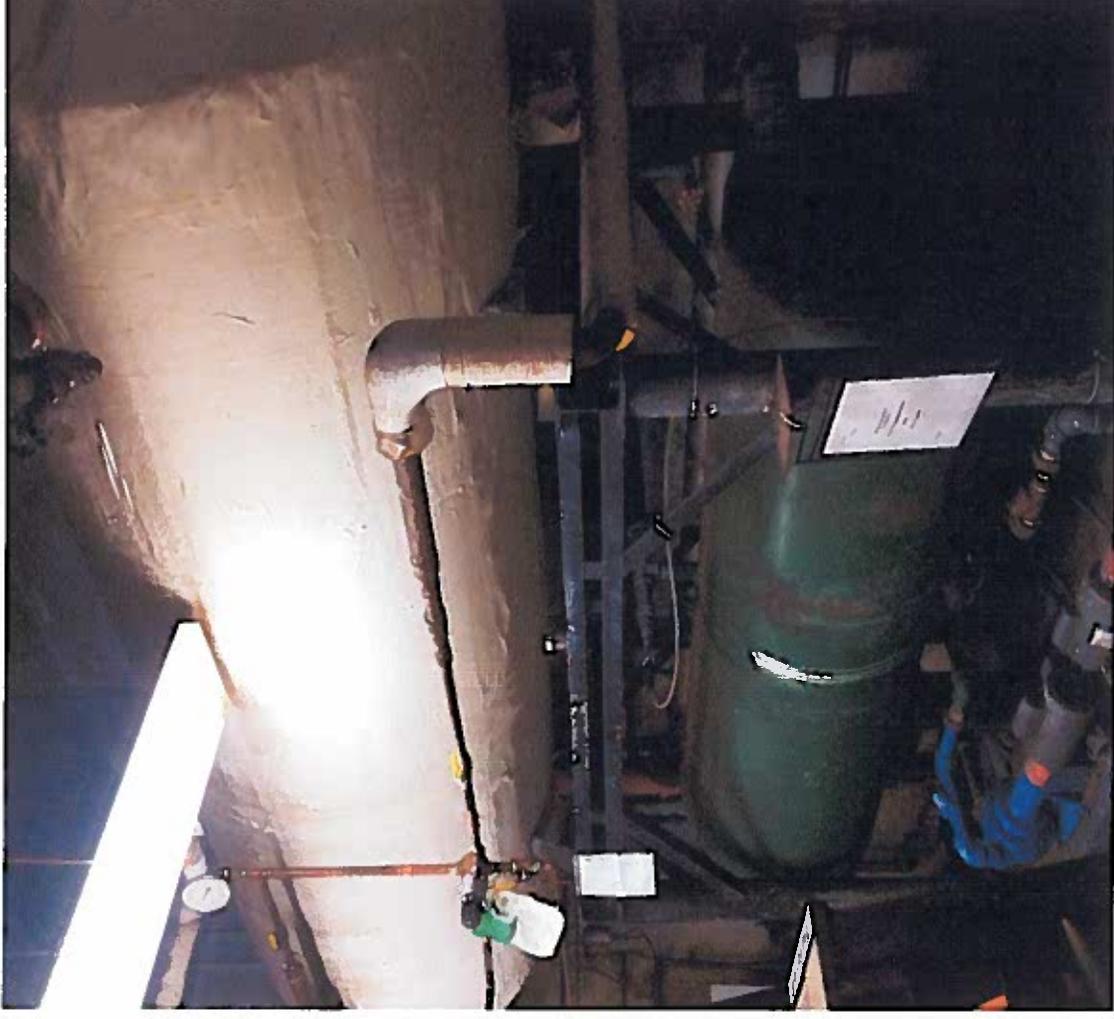
# Air compressor for old pneumatic controls



# Newer burner on original boiler (1953)



# DHW and Condensate return tanks



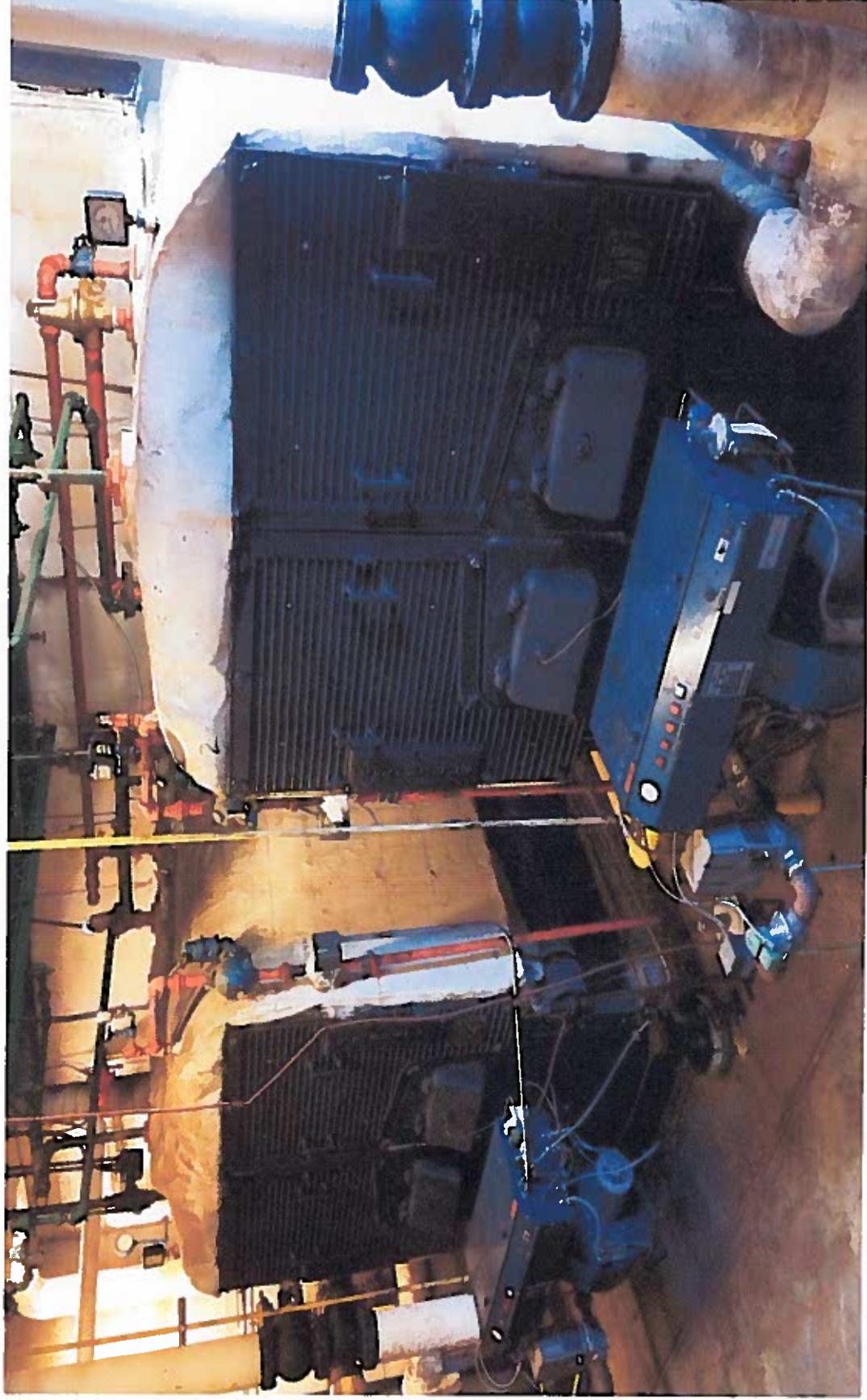




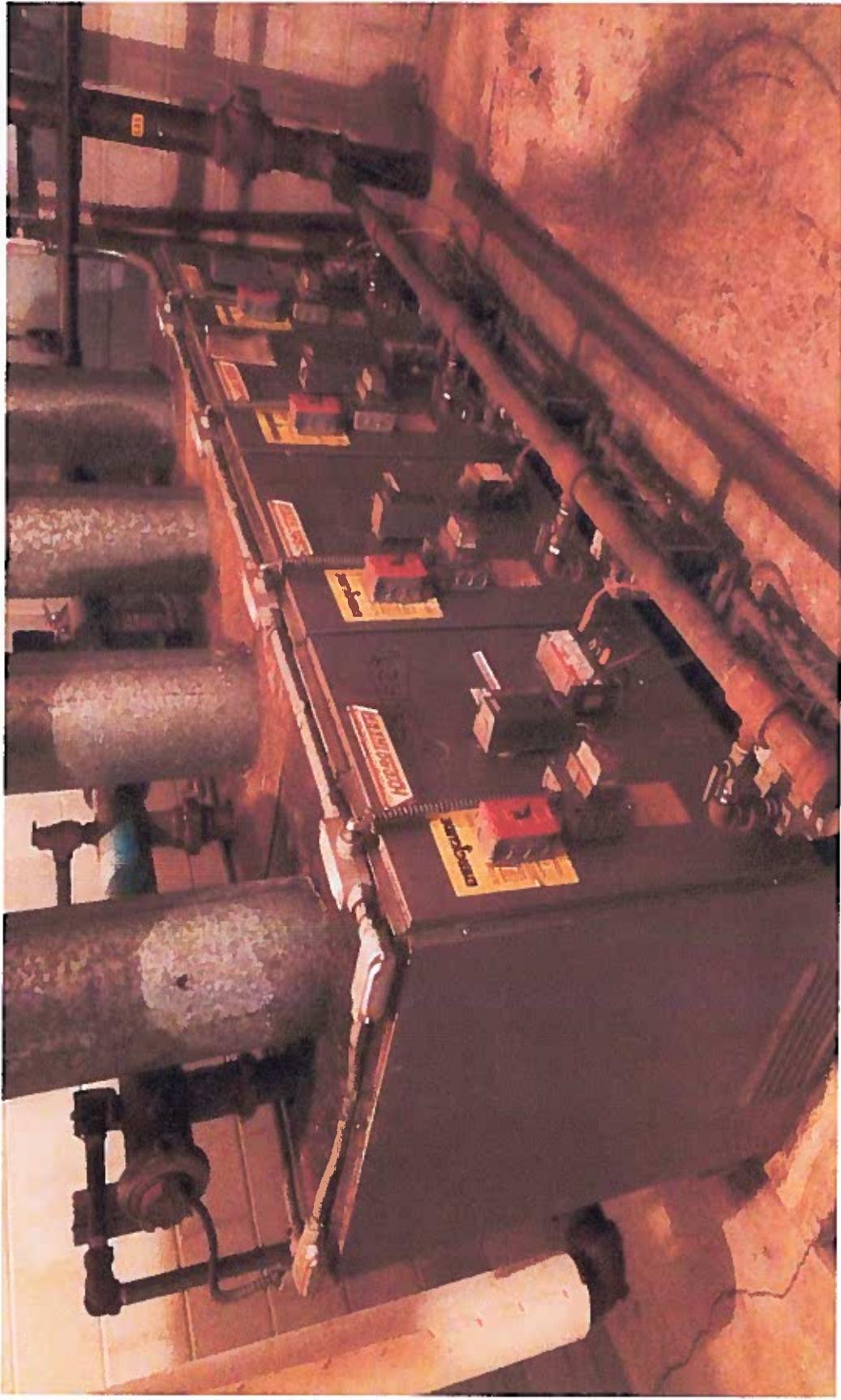
## BOE Performance Contracting

- Daniels Farm Elementary School-1962 Boiler replacement, installation of new DDC BAS to replace existing pneumatic and time clock system, and installation of new LED lighting interior and exterior. Project to be financed and paid for through the energy savings achieved over the next ten years.
- \$650,000

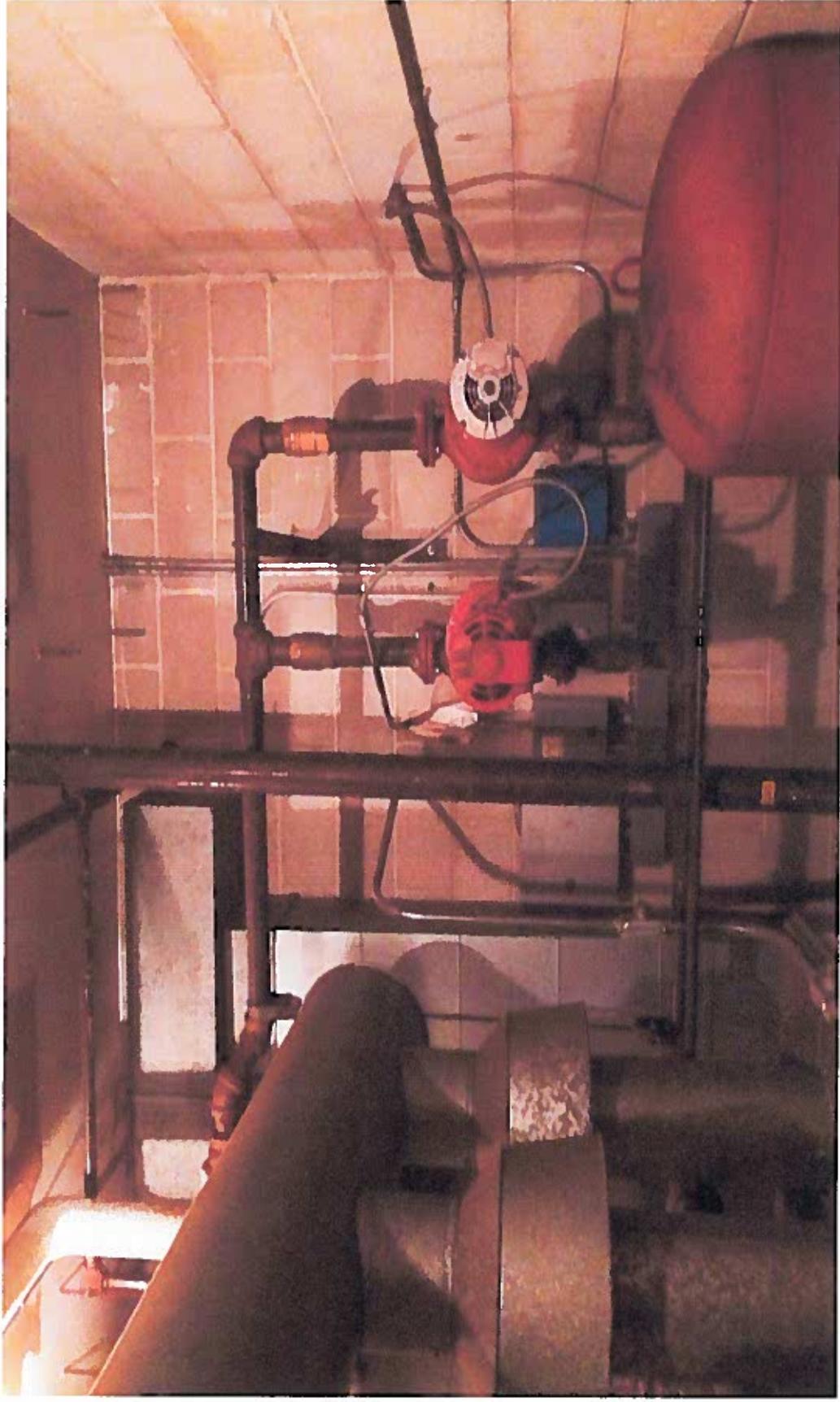
# Daniels Farm Main boiler room



# Daniels Farm Gym boilers



# Daniels Farm Gym Pump station



# Daniels Farm 5<sup>th</sup> Grade boiler system



Non-Performance Contracting		CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
BUILDING	CATEGORY	Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
	DESCRIPTION					
Hillicrest Middle School	Environmental	70,000	-	40,000	40,000	40,000
Hillicrest Middle School	Painting	-	123,000	-	-	-
Hillicrest Middle School	Safety	-	-	45,000	-	-
Hillicrest Middle School	Safety	-	170,000	-	-	-
	Upgrade clock and PA system					
	<b>Total Hillicrest Middle School:</b>	<b>70,000</b>	<b>293,000</b>	<b>85,000</b>	<b>40,000</b>	<b>40,000</b>
Madison Middle School	Environmental	50,000	50,000	50,000	-	-
Madison Middle School	Paving	989,819	-	-	-	-
Madison Middle School	Paving	-	-	-	-	-
Madison Middle School	Windows	-	2,100,000	-	-	-
Madison Middle School	Safety	-	-	140,000	-	-
	Update Clock System/PA					
	<b>Total Madison Middle School:</b>	<b>1,039,819</b>	<b>2,150,000</b>	<b>190,000</b>	-	-
Middlebrook Elementary	Environmental	40,000	40,000	40,000	40,000	-
Middlebrook Elementary	Paving	250,000	568,350	-	-	-
Middlebrook Elementary	Safety	-	75,000	-	-	-
Middlebrook Elementary	Flooring	-	-	70,000	-	-
Middlebrook Elementary	Equipment	-	-	-	61,500	-
	Playground Equipment K-2					
	<b>Total Middlebrook Elementary:</b>	<b>290,000</b>	<b>683,350</b>	<b>110,000</b>	<b>101,500</b>	-
Daniels Farm Elementary	Environmental	-	-	64,000	-	-
Daniels Farm Elementary	Paving	-	-	513,823	-	-
Daniels Farm Elementary	Windows	-	-	-	1,100,000	-
	Window Replacement (1962)					
	<b>Total Daniels Farm Elementary:</b>	-	-	<b>577,823</b>	<b>1,100,000</b>	-
Jane Ryan Elementary	Paving	-	-	-	416,000	-
Jane Ryan Elementary	Paving	-	-	276,000	-	-
Jane Ryan Elementary	Safety	90,000	-	-	-	-
Jane Ryan Elementary	On Site Const	-	70,000	-	-	-
Jane Ryan Elementary	Windows	1,200,000	-	-	-	-
	Window Replacement (1955)					
	<b>Total Jane Ryan Elementary:</b>	<b>1,290,000</b>	<b>70,000</b>	<b>276,000</b>	<b>416,000</b>	-

Revised

Non-Performance Contracting		CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
BUILDING	CATEGORY	Capital Plan				
Booth Hill Elementary	Environmental	40,000	40,000	40,000	40,000	-
Booth Hill Elementary	Paving	-	-	-	-	-
Booth Hill Elementary	Windows	1,200,000	-	-	-	-
Booth Hill Elementary	Environmental	-	-	-	-	-
<b>Total Booth Hill Elementary:</b>		<b>1,240,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>-</b>
Tashua Elementary	Environmental	-	40,000	40,000	40,000	-
Tashua Elementary	Paving	-	344,837	-	-	-
Tashua Elementary	Windows	-	-	-	-	1,200,000
<b>Total Tashua Elementary:</b>		<b>-</b>	<b>384,837</b>	<b>40,000</b>	<b>40,000</b>	<b>1,200,000</b>
Frenchtown Elementary	Paving	-	-	-	-	650,000
Frenchtown Elementary	Lighting	-	-	-	-	-
<b>Total Frenchtown Elementary:</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>650,000</b>
TECEC	Safety	-	-	37,000	-	-
<b>Total TECEC:</b>		<b>-</b>	<b>-</b>	<b>37,000</b>	<b>-</b>	<b>-</b>
Agriscience High School	Paving	-	-	-	-	-
Agriscience High School	Masonry	-	-	-	-	-
Agriscience High School	On Site Const	-	-	-	-	-
Agriscience High School	On Site Const	-	-	62,000	-	-
Agriscience High School	On Site Const	-	-	-	25,000	-
Agriscience High School	Environmental	-	-	12,000	-	-
Agriscience High School	On Site Const	-	-	-	-	406,000
<b>Total Agriscience High School:</b>		<b>-</b>	<b>-</b>	<b>74,000</b>	<b>25,000</b>	<b>406,000</b>
Trumbull High School	On Site Const	-	-	-	-	-
Trumbull High School	On Site Const	-	-	-	-	-
Trumbull High School	Lighting	-	-	85,000	-	-
<b>Total Trumbull High School:</b>		<b>-</b>	<b>-</b>	<b>85,000</b>	<b>-</b>	<b>-</b>
Equip and Infra Dist Wide	Equipment	-	-	100,000	-	-
Equip and Infra Dist Wide	Equipment	-	-	120,000	-	-
<b>Total Equip and Infra District Wide:</b>		<b>-</b>	<b>-</b>	<b>220,000</b>	<b>-</b>	<b>-</b>
Long Hill Admin Building	Paving	250,000	359,900	-	-	-
Long Hill Admin Building	Roofing	-	-	-	300,000	-
<b>Total Long Hill Admin Building:</b>		<b>250,000</b>	<b>359,900</b>	<b>-</b>	<b>300,000</b>	<b>-</b>
<b>TOTAL BOARD OF EDUCATION:</b>		<b>4,179,819</b>	<b>3,981,087</b>	<b>1,734,823</b>	<b>2,062,500</b>	<b>2,296,000</b>

Revised

PERFORMANCE CONTRACTING			CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
<u>BUILDING</u>	<u>CATEGORY</u>	<u>DESCRIPTION</u>	Capital Plan	Capital Plan	Capital Plan	Capital Plan	Capital Plan
Hillcrest Middle School	Roofing	Roof Replacement/Chimney Removal (Performance Contract Work)* Total Hillcrest Middle School:	-	-	-	-	-
Madison Middle School	HVAC	Boiler/BAD/Lighting (Performance Contract Work)* Total Madison Middle School:	-	-	-	-	-
Middlebrook Elementary	HVAC	Boiler/BAS/Lighting (Performance Contract Work)* Total Middlebrook Elementary:		845,000 845,000			
Daniels Farm Elementary	HVAC	Boiler/BAS/Lighting (Performance Contract Work)* Total Daniels Farm Elementary:	775,000 775,000				
Jane Ryan Elementary	HVAC	Boiler/BAD/Lighting (Performance Contract Work)* Total Jane Ryan Elementary:					
Booth Hill Elementary	HVAC	Boiler/BAS/Lighting (Performance Contract Work)* Total Booth Hill Elementary:					
Tashua Elementary	HVAC	Boiler/BAD/Lighting (Performance Contract Work)* Total Tashua Elementary:	640,000 640,000				
<b>TOTAL BOARD OF EDUCATION:</b>			<b>1,415,000</b>	<b>845,000</b>			

# CIP Summary incl Performance Contracting

REVISED

	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021	TOTAL
	Capital Plan					
	PLANNED	PLANNED	PLANNED	PLANNED	PLANNED	2016-2020
<b><u>Board of Education (incl Performance Contracting)</u></b>						
Hillcrest Middle School	70,000	293,000	85,000	40,000	40,000	528,000
Madison Middle School	1,039,819	2,150,000	190,000	-	-	3,379,819
Middlebrook Elementary	290,000	1,528,350	110,000	101,500	-	2,029,850
Daniel Farms Elementary	775,000	-	577,823	1,100,000	-	2,452,823
Jane Ryan Elementary	1,290,000	70,000	276,000	416,000	-	2,052,000
Booth Hill Elementary	1,240,000	40,000	40,000	40,000	-	1,360,000
Tashua Elementary	640,000	384,837	40,000	40,000	1,200,000	2,304,837
Frenchtown Elementary	-	-	-	-	650,000	650,000
TECEC	-	-	37,000	-	-	37,000
Agriscience High School	-	-	74,000	25,000	406,000	505,000
Trumbull High School	-	-	85,000	-	-	85,000
Equipment/District Wide Infrastructure	-	-	220,000	-	-	220,000
Long Hill Administration Bldg	250,000	359,900	-	300,000	-	909,900
<b>TOTAL BOE</b>	<b>5,594,819</b>	<b>4,826,087</b>	<b>1,734,823</b>	<b>2,062,500</b>	<b>2,296,000</b>	<b>16,514,229</b>

## LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between Town of Trumbull, a Municipality whose address is 5866 Main Street Trumbull, CT 06611 ("Owner") and Tarpon Towers II, LLC, a Delaware limited liability company, 1001 3<sup>rd</sup> Ave West, Ste. 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:
  - a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
  - b) Non - exclusive easement required to run utility lines and cables
  - c) Non - exclusive easement across Owner's Property (hereinafter defined) for access

IN OR UPON THE Owner's real property ("Owner's Property") located at Eldor Drive, which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of ~~FIVE HUNDRED ONE THOUSAND AND NO/100 DOLLARS (\$1,0500.00)~~ (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the ~~exclusive-right~~ and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

**OPTION PERIOD.** The Option may be exercised (by delivery of written notification to Owner, at Owner's address set forth in Section 22(h) hereof) at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of ~~FIVE HUNDRED ONE THOUSAND AND NO/100 DOLLARS (\$1,0500.00)~~ by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

**CHANGES IN PROPERTY DURING THE OPTION PERIOD.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. ~~Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement.~~ Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date of the exercise of the Option ("Commencement Date") ~~specified in Tenant's written notice to Owner that Tenant is exercising the Option,~~ and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5

Site #: CT1212

Site Name: Trumbull

REVISED & DISTRIBUTED AT 6/27/16 WPA COMMITTEE MEETING

below). Tenant shall have the right to extend the Term for ~~nine-four (49)~~ successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. RENT. (a) Tenant shall pay to Owner an annual lease fee of ~~TWENTY ONE TWO THOUSAND TWO HUNDRED~~ and 00/100 DOLLARS (~~\$221,200.00~~) ("Rent") in monthly payments of ONE THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$18590.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) In consideration of Tenant's purchase and installation of Owner's communication equipment ("Owner's Equipment") to be operated by Owner at the Premises pursuant to the Tower Lease (as defined below), Tenant shall be entitled to deduct seven hundred and no/100 dollars (\$700.00) per month from Rent (the "Rent Abatement"). The rent abatement period shall commence on the Commencement Date and shall continue for so long as necessary for Tenant to fully recoup all costs and expenses associated with the purchase and installation of Owner's ~~communications-e~~Equipment (the "Abatement Period"). Upon completion of Tenant's installation of Owner's ~~communication-e~~Equipment, Tenant shall provide Owner with an accounting of all costs and expenses and a calculation of the Abatement Period. During the Abatement Period, the Rent Abatement shall remain constant and shall not escalate with Rent. For the sake of example, on the first anniversary of the Commencement Date, Rent shall escalate by two percent (2%) to one thousand eight hundred ~~thirty-six~~eighty seven and no/100 dollars (\$1,88736.00) per month, but the Rent Abatement shall remain seven hundred dollars (\$700.00) per month, so that during the second year of the Initial Term, the actual amount to be paid by Tenant shall be \$1,88736.00 minus \$700.00 or \$1,18736.00. The same shall be true in the third year of the Initial Term, when the actual payment shall be the escalated Rent (\$1,98724.74) minus the Rent Abatement (\$700.00) for a total payment of \$1,172,7224.74, and so forth during the Abatement Period.

5. USE. (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), ~~provided that Tenant shall not be required to occupy the Premises~~. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty - four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property upon reasonable prior written notice when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility. Tenant shall, at Tenant's expense, keep and maintain the Premises and the Communications Facility now or hereafter located on Owner's Property in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at ~~its~~ Tenant's sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Tenant shall indemnify and hold Owner harmless from any and all claims, costs or charges to Owner (including attorney's fees, costs and expenses of defending such claims) arising out of the entry of Tenant, its agents and contractors onto the Owner's Property to conduct studies related to suitability for Tenant's intended use.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents reasonably required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect

Tenant's obtaining or maintaining any governmental approval. ~~Owner hereby appoints Tenant as its agent and attorney in fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.~~

(e) Tenant shall provide space on the Tenant's tower for the installation of Owner's ~~communications~~ ~~Equipment~~. In furtherance thereof, Owner and Tenant shall enter into a tower lease agreement, with Tenant as lessor and Owner as lessee (the "Tower Lease"). Owner shall not be required to pay any rent for use of the tower as described in said Tower Lease. Owner acknowledges that Tenant shall not own an equipment shelter or building at the Premises (though third party users of the Premises may install their own equipment buildings), and therefore, Tenant will not be able to provide any interior building space for Owner's ground equipment. Tenant shall be responsible for purchasing and installing the initial ~~communications equipment of~~ ~~Owner~~ Owner's Equipment to be installed at the Premises under the Tower Lease. In consideration of Tenant's purchase and installation of said equipment, Tenant shall be entitled to the Rent Abatement described above.

6. ASSIGNMENT AND SUBLEASING. (a) Tenant shall have the right to assign or otherwise transfer this Agreement to any person or business entity which: (i) is FCC licensed to operate a wireless communications business, (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent, (iii) is merged or consolidated with Tenant, (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant, and (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Tenant may otherwise assign this Agreement upon written approval of Landlord, which shall not be unreasonably delayed, withheld, conditioned or denied.

Upon written notice to Owner, Tenant may sublease the Property to subsequent third-party users ("Subsequent Users"). Upon the execution of any sublease, Owner shall be entitled to receive an amount equal to ten percent (10%) of the Subsequent User's monthly rent as additional rent from Tenant until the expiration or earlier termination of the sublease.

Owner shall have the right to assign or otherwise transfer this Agreement, upon written notice to Tenant except for the following: any assignment or transfer of this Agreement which is separate and distinct from a transfer of Owner's entire right, title and interest in the Property, shall require the prior written consent of Tenant, which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Owner shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

~~Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.~~

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7. ~~ASSIGNMENT.~~ (a) ~~Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.~~

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. Successors. Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such

interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** ~~To the extent possible,~~ Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders (and Owner shall have no obligation to provide such notification). The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods prescribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

~~4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.~~

45. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice to Tenant (and Leasehold Lender, if an address is provided) of such termination.

~~6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.~~

57. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

68. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

~~8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.~~

9.7. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises or Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and

representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 79), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 79, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall ~~(i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement;~~ (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; ~~(iii) run with the land;~~ and ~~(iv) terminate upon the expiration or earlier termination of this Agreement.~~

~~10.8.~~ UTILITIES. Tenant shall have the right, upon written consent of the Owner, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

~~11.9.~~ REMOVAL OF COMMUNICATIONS FACILITY. Except Owner's Equipment, ~~a~~All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that except Owner's Equipment, no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises (except Owner's Equipment) will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement (and Tenant shall hold harmless and indemnify Owner for any damage to property of Owner, including without limitation Owner's Equipment caused by Tenant's removal of Tenant's personal property and trade fixtures). Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

~~12.10.~~ INSURANCE. Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Landlord and Tenant hereby mutually release each other (and their successors and assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

~~13.11.~~ CONDITION OF PROPERTY. Owner represents that ~~the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-~~

governmental authority execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, or other agreement binding on Owner.

12. TERMINATION. Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Owner if Tenant fails to cure a default for payment of amounts due under this Agreement within such thirty (30) day period;

(b) upon thirty (30) days written notice by Tenant to Owner not less than thirty (30) days prior to the Commencement Date, which written notice shall be delivered together with the amount of six (6) months of the then current rent to Owner; or

(c) by Tenant immediately, at any time, upon giving written notice to Owner (to be delivered together with the amount of six (6) months of the then current rent to Owner), if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (each an "Approval" and collectively, the "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed.

14.13. INDEMNITY. Owner and Tenant each agree to indemnify Tenant the other party against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants, and/or subtenants of the indemnifying party, or a breach of any obligations of the indemnifying party under this Agreement, which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

15.14. HAZARDOUS SUBSTANCES. Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property, as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

16.15. CASUALTY/CONDEMNATION. (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. ~~The parties shall be entitled to make~~ Tenant shall be entitled to bring a separate action ~~claims in any condemnation proceeding for value of their~~ Tenant's respective interests in

the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the ~~Premises~~ Communications Facility.

~~17.16.~~ WAIVER OF LANDLORD'S LIEN. To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

~~18.17.~~ QUIET ENJOYMENT. Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use reasonable efforts to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. ~~Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property. Upon prior notice to Tenant, Owner shall have access to the Premises and Owner's Equipment to maintain, repair and upgrade Owner's Equipment. Such notice shall not be required in the event of an emergency, but notice shall be given to Tenant as soon thereafter as practicable.~~

~~19.18.~~ DEFAULT. ~~Except as expressly limited herein~~ Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation to terminate this Agreement on written notice to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Agreement and fails to diligently pursue a cure thereof to its completion after thirty (30) days written notice specifying such failure of performance or default. ~~Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.~~

~~19.24.~~ ESTOPPEL CERTIFICATES. ~~Owner~~ Each party shall from time to time, within ten (10) days after receipt of written request by Tenant from the other party, deliver a written statement addressed to ~~Tenant or any Leasehold Lender~~ certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of ~~Owner~~ the signer of the certificate, ~~Tenant~~ the other party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as ~~Owner~~ the signer of the certificate is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested ~~by Tenant~~.

~~Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.~~

20. MARKING AND LIGHTING REQUIREMENTS. Tenant acknowledges that it and not Owner shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC directly attributable to the Premises. Tenant shall indemnify and hold Owner harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements, including without limitation in connection with any modification of the Premises may be Tenant during the initial term or any renewal term hereof.

21. HUMAN EXPOSURE TO RF EMISSIONS. Tenant represents and warrants that Tenant will comply with any and all rules, regulations and policies of the FCC and the Connecticut Siting Council governing human exposure to radio-frequency ("RF") emissions and that, at no time during the operation of the Antenna Facilities, will the RF emissions exceed FCC standards. Tenant shall have the right to cure any default within thirty (30) days after notice thereof. Tenant shall not commence the construction, installation or erection of a communications tower on the Premises unless and until Tenant has satisfied the requirements of this Section 21.

## 22. MISCELLANEOUS

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property, except as previously disclosed to Tenant. The person executing this Agreement on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. Only A-a writing signed by both parties may ~~only~~ amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memorandum at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given three (3) days after deposit ~~when deposited~~ in the United States Mail or delivered to such courier service. Notices shall be sent to:

**For Tenant:** Tarpon Towers II, LLC  
1001 3<sup>rd</sup> Ave W., Ste. 420  
Bradenton, FL 34205  
Attn: Site Administration  
Re: Site ID: \_\_\_\_\_

**For Owner:** Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

With a Copy to:

(i) This Agreement shall be construed in accordance with the laws of the state of Connecticut, ~~without regard to its conflicts of law principles in which the Owner's Property is located.~~

(j) ~~Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request. The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonably attorneys' fees and court costs, including appeals, if any.~~

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

~~(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.~~

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

~~(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.~~

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**  
**Town of Trumbull,**  
a Municipality

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witnesses for Owner:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**TENANT:**  
**Tarpon Towers II, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print: Brett Buggeln  
Title: COO  
Date: \_\_\_\_\_

**Witnesses for Tenant:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**EXHIBIT "A" TO LAND LEASE AGREEMENT**

**OWNER'S PROPERTY**

WARRANTER DEED

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT D. DANIEL VILARBI, of the City of Bridgeport, County of Fairfield and State of Connecticut.

for the consideration of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS

Conveyance Tax Collected  
Eaton E. Plumb  
Town Clerk of Trumbull

received to HIS full satisfaction of the TOWN OF TRUMBULL, a municipality in the County of Fairfield and State of Connecticut.

No Conveyance Tax Collected  
Eaton E. Plumb  
Town Clerk of Trumbull

do give, grant, bargain, sell and confirm unto the said TOWN OF TRUMBULL ALL those certain piece or parcels of land, situated in the Town of Trumbull, County of Fairfield and State of Connecticut, and bounded and described as follows:

FIRST PARCEL:

NORTHERLY: By land now or formerly of Lyman F. Rogers, in part, and in part by land now or formerly of Dorothy G. Rogers;  
NORTHEASTERLY: By land now or formerly of Stanley and Irene Mikita;  
NORTHERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
NORTHEASTERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
EASTERLY: By land now or formerly of Stanley and Irene Mikita, in part, and in part by land now or formerly of the Town of Trumbull, (Beech Park, so-called);  
SOUTHEASTERLY AND SOUTHERLY: By land now or formerly of Jennie Bonitatibus;  
SOUTHEASTERLY AGAIN: By land now or formerly of Walter Claud-Mantle, et als by an irregular line;  
WESTERLY: By Lot No. 20, in part, and in part by Lot No. 21, as shown on Map of Garfield Manor, in all, 371.06 feet;  
NORTHERLY: By Jeffrey Place, as shown on said map;  
WESTERLY AGAIN: By Jeffrey Place, in part, and in part by Lot No. 19, as shown on said map, in all, 422.69 feet;  
SOUTHERLY AGAIN: By a portion of Lot No. 19 as shown on said map;  
WESTERLY AGAIN: By Lot No. 12, in part, and in part by Eldor Lane, and in part by Lot 11, all as shown on said map, in all, 360 feet.

Being all of the same premises described in Volume 75, Page 109 of the Trumbull Land Records, except those parcels heretofore conveyed, containing in all, 16.6 acres more or less.

The above described premises are also shown as Parcel 107 on the Trumbull Assessor's Map No. 3457A.

SECOND PARCEL:

Known and designated as Lot No. 19, as shown on Map of Garfield Manor, dated April 6, 1951, made by Richard J. Drew, Surveyor, and filed for record as Map No. 437 in the Trumbull Town Clerk's Office, said premises being more particularly bounded and described as follows:

NORTHERLY: By Lot No. 12 in part, and in part by land now or formerly of Garfield Manor, incorporated, as shown on said map, in all, 178.85 feet;  
EASTERLY: By land now or formerly of Garfield Manor, incorporated, 375.66 feet;

*Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".*

**EXHIBIT "B" TO LAND LEASE AGREEMENT**

**PREMISES**

- a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

**SITE SKETCH:**



**APPROVED Owner:** \_\_\_\_\_ **(Initial)**  
**APPROVED Tenant:** \_\_\_\_\_ **(Initial)**

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

## LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) entered into as of the date set forth on the signature page hereof, by and between **Town of Trumbull**, a Municipality whose address is 5866 Main Street Trumbull, CT 06611 (“Owner”) and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3<sup>rd</sup> Ave West, Ste. 420, Bradenton, FL, 34205 (“Tenant”), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (“Premises”) shall include the following:
  - a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
  - b) Non – exclusive easement required to run utility lines and cables
  - c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

IN OR UPON THE Owner’s real property (“Owner’s Property”) located at Eldor Drive, which Owner’s Property is more particularly described on Exhibit “A” and the Premises which are more particularly described on Exhibit “B” both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (the “Option Money”), to be paid by Tenant to Owner within thirty (30) days of Tenant’s execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant’s obligation to pay the Option Money is contingent upon Tenant’s receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

**OPTION PERIOD.** The Option may be exercised (by delivery of written notification to Owner, at Owner’s address set forth in Section 23(h) hereof) at any time within Twelve (12) months of execution of this Agreement by all parties (the “Option Period”). At Tenant’s election and upon Tenant’s written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

**CHANGES IN PROPERTY DURING THE OPTION PERIOD.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner’s Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner’s Property shall be subject to Tenant’s rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner’s Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date of the exercise of the Option (“Commencement Date”), and terminating on the fifth annual anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for six (6) successive five (5) year

periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of TWENTY TWO THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$22,200.00) ("Rent") in monthly payments of ONE THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$1850.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) In consideration of Tenant's purchase and installation of Owner's communication equipment ("Owner's Equipment") to be operated by Owner at the Premises pursuant to the Tower Lease (as defined below), Tenant shall be entitled to deduct seven hundred and no/100 dollars (\$700.00) per month from Rent (the "Rent Abatement"). The rent abatement period shall commence on the Commencement Date and shall continue for so long as necessary for Tenant to fully recoup all costs and expenses associated with the purchase and installation of Owner's Equipment (the "Abatement Period"). Upon completion of Tenant's installation of Owner's Equipment, Tenant shall provide Owner with an accounting of all costs and expenses and a calculation of the Abatement Period. During the Abatement Period, the Rent Abatement shall remain constant and shall not escalate with Rent. For the sake of example, on the first anniversary of the Commencement Date, Rent shall escalate by two percent (2%) to one thousand eight hundred eighty seven and no/100 dollars (\$1,887.00) per month, but the Rent Abatement shall remain seven hundred dollars (\$700.00) per month, so that during the second year of the Initial Term, the actual amount to be paid by Tenant shall be \$1,887.00 minus \$700.00 or \$1,187.00. The same shall be true in the third year of the Initial Term, when the actual payment shall be the escalated Rent (\$1,924.74) minus the Rent Abatement (\$700.00) for a total payment of \$1,224.74, and so forth during the Abatement Period.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"). The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property upon reasonable prior written notice when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility. Tenant shall, at Tenant's expense, keep and maintain the Premises and the Communications Facility now or hereafter located on Owner's Property in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at Tenant's sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Tenant shall indemnify and hold Owner harmless from any and all claims, costs or charges to Owner (including attorney's fees, costs and expenses of defending such claims) arising out of the entry of Tenant, its agents and contractors onto the Owner's Property to conduct studies related to suitability for Tenant's intended use.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents reasonably required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval.

(e) Tenant shall provide space on the Tenant's tower for the installation of Owner's Equipment. In furtherance thereof, Owner and Tenant shall enter into a tower lease agreement, with Tenant as lessor and Owner as lessee (the "Tower Lease"). Owner shall not be required to pay any rent for use of the tower as described in said Tower Lease. Owner acknowledges that Tenant shall not own an equipment shelter or building at the Premises (though third party users of the Premises may install their own equipment buildings), and therefore, Tenant will not be able to provide any interior building space for Owner's ground equipment. Tenant shall be responsible for purchasing and installing the initial Owner's Equipment to be installed at the Premises under the Tower Lease. In consideration of Tenant's purchase and installation of said equipment, Tenant shall be entitled to the Rent Abatement described above.

6. **ASSIGNMENT AND SUBLEASING.** (a) Tenant shall have the right to assign or otherwise transfer this Agreement to any person or business entity which: (i) is FCC licensed to operate a wireless communications business, (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent, (iii) is merged or consolidated with Tenant, (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant, and/or (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Tenant may otherwise assign this Agreement upon written approval of Owner, which shall not be unreasonably delayed, withheld, conditioned or denied.

Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, Tenant may lease or license the ground and space on the support structure forming a part of the Communications Facility, on the Premises to a third party ("Co-locator") for installation of transmission, receiving or other types of equipment facilities, on such terms and conditions, provided same are not contrary to any provision of this Lease, as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, beginning with the second Third Party Lease or Co-locator, Owner shall receive as additional rent under this Agreement, ten percent (10%) of all gross rents, License fees and consideration of any kind (which shall not be deemed to include any reimbursement for non-recurring or construction costs) payable to Tenant pursuant to the Third Party Lease (the "Co-location Fee") to the Owner. Owner acknowledges that any payments made to Tenant by a Co-locator for reimbursement of costs or expenses is not subject to the additional payments to Owner. The Collocation Fee for each Co-locator shall commence upon the receipt of the first rent payments by each Co-locator and shall be paid to Owner simultaneously with Rent. Tenant shall provide written notice to Owner upon entering into any Third Party Lease along with a copy of any Third Party Lease to Owner, including any amendments to the Third Party Lease. Tenant shall further provide Owner with any plans and specifications detailing the changes the Co-locator intends to make to the Premises and Communications Facility for Owner's approval in accordance with this Agreement. Tenant shall also provide written notice to Owner of any change of status in connection with any Co-locator or any modification that may be made to its respective Third Party Lease. Owner acknowledges that the Co-location Fee for any Third Party Lease or Co-locator shall cease upon the termination or cancellation of the Third Party Lease.

Owner shall have the right to assign or otherwise transfer this Agreement, upon written notice to Tenant except for the following: any assignment or transfer of this Agreement which is separate and distinct from a transfer of Owner's entire right, title and interest in the Property, shall require the prior written consent of Tenant, which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Owner shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Unless Owner has not been properly notified of the mailing address of the Leasehold Lender, Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders (and Owner shall have no obligation to provide such notification). The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods prescribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice to Tenant (and Leasehold Lender, if an address is provided) of such termination.

5. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 6(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

6. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

7. **TRANSFER WARRANTY.** Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee provided such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder.

8. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 7), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the

Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 7, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement..

9. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

10. **REMOVAL OF COMMUNICATIONS FACILITY.** Except Owner's Equipment, all portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that except Owner's Equipment, no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises (except Owner's Equipment) will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement (and Tenant shall hold harmless and indemnify Owner for any damage to property of Owner, including without limitation Owner's Equipment caused by Tenant's removal of Tenant's personal property and trade fixtures). Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

11. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Owner and Tenant hereby mutually release each other (and their successors and assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. **CONDITION OF PROPERTY.** Owner represents that execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease, or other agreement binding on Owner.

13. **TERMINATION.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Owner if Tenant fails to cure a default for payment of amounts due under this Agreement within such thirty (30) day period;

(b) upon thirty (30) days written notice by Tenant to Owner prior to the Commencement Date;

or

(c) by Tenant immediately, at any time, upon giving written notice to Owner and including, except in the cases of clauses (iii), (iv), or (v) below, an amount equal to six (6) months of the then current Rent to Owner, if:

(i) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (each an "Approval" and collectively, the "Approvals") required and/or any easements required from any third party, or

(ii) any Approval is canceled, terminated, expired or lapsed; or

(iii) Owner breaches a representation or warranty contained in this Agreement; or

(iv) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement; or

(v) Tenant determines that the Owner's Property contains substances of the type described in Section 15 of this Agreement; or

(vi) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

14. **INDEMNITY.** Owner and Tenant each agree to indemnify the other party against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants, and/or subtenants of the indemnifying party, or a breach of any obligations of the indemnifying party under this Agreement. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

15. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property, as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

16. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. Tenant shall be entitled to bring a separate action for value of Tenant's respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant and

apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Communications Facility.

17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use reasonable efforts to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Upon prior notice to Tenant, Owner shall have access to the Premises and Owner's Equipment to maintain, repair and upgrade Owner's Equipment. Such notice shall not be required in the event of an emergency, but notice shall be given to Tenant as soon thereafter as practicable.
19. **DEFAULT.** Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation to terminate this Agreement on written notice to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Agreement and fails to diligently pursue a cure thereof to its completion after thirty (30) days written notice specifying such failure of performance or default.
20. **ESTOPPEL CERTIFICATES.** Each party shall from time to time, within ten (10) days after receipt of written request from the other party, deliver a written statement certifying:
  - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
  - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
  - (c) that to the knowledge of the signer of the certificate, the other party has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as the signer of the certificate is able to provide;
  - (d) the term of this Agreement and the Rent then in effect and any additional charges;
  - (e) the date through which Tenant has paid the Rent;
  - (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
  - (g) such other matters as are reasonably requested.

21. **MARKING AND LIGHTING REQUIREMENTS.** Tenant acknowledges that it and not Owner shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration (“FAA”) and the FCC directly attributable to the Premises. Tenant shall indemnify and hold Owner harmless from any fines or other liabilities caused by Tenant’s failure to comply with such requirements, including without limitation in connection with any modification of the Premises may be Tenant during the initial term or any renewal term hereof.

22. **HUMAN EXPOSURE TO RF EMISSIONS.** Tenant represents and warrants that Tenant will comply with any and all rules, regulations and policies of the FCC and the Connecticut Siting Council governing human exposure to radio-frequency (“RF”) emissions and that, at no time during the operation of the Communications Facility, will the RF emissions exceed FCC standards. Tenant shall have the right to cure any default within thirty (30) days after notice thereof. Tenant shall not commence the construction, installation or erection of a communications tower on the Premises unless and until Tenant has satisfied the requirements of this Section 22.

23. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner’s Property, except as previously disclosed to Tenant. The person executing this Agreement on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. Only a writing signed by both parties may amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys’ fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement (“Memorandum”) upon Tenant’s reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memorandum at Tenant’s sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given three (3) days after deposit in the United States Mail or delivered to such courier service. Notices shall be sent to:

**For Tenant:** Tarpon Towers II, LLC  
1001 3<sup>rd</sup> Ave W., Ste. 420  
Bradenton, FL 34205  
Attn: Site Administration  
Re: Site ID: \_\_\_\_\_

**For Owner:** Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

**With a Copy to:**

(i) This Agreement shall be construed in accordance with the laws of the state of Connecticut, without regard to its conflicts of law principles.

(j) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonably attorneys' fees and court costs, including appeals, if any.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

**(The remainder of this page is intentionally left blank.)**

**IN WITNESS WHEREOF**, the parties hereto bind themselves to this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

**Town of Trumbull,**  
a Municipality

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Witnesses for Owner:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**TENANT:**

**Tarpon Towers II, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Print: Brett Buggeln  
Title: COO  
Date: \_\_\_\_\_

**Witnesses for Tenant:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**EXHIBIT "A" TO LAND LEASE AGREEMENT**

**OWNER'S PROPERTY**

WARRANTEE DEED

To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT D. DANIEL VILARDI, of the City of Bridgeport, County of Fairfield and State of Connecticut,

for the consideration of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS

No Conveyance Tax Collected.  
Helen E. Plumb  
Town Clerk of Trumbull

received to HIS full satisfaction of the TOWN OF TRUMBULL, a municipality in the County of Fairfield and State of Connecticut,

No Conveyance Tax Collected.  
Helen E. Plumb  
Town Clerk of Trumbull

do give, grant, bargain, sell and confirm unto the said TOWN OF TRUMBULL ALL those certain piece or parcels of land, situated in the Town of Trumbull, County of Fairfield and State of Connecticut, and bounded and described as follows:

FIRST PARCEL:

NORTHERLY: By land now or formerly of Lyman F. Rogers, in part, and in part by land now or formerly of Dorothy G. Rogers;  
NORTHEASTERLY: By land now or formerly of Stanley and Irene Mikita;  
NORTHERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
NORTHEASTERLY AGAIN: By land now or formerly of Stanley and Irene Mikita;  
EASTERLY: By land now or formerly of Stanley and Irene Mikita, in part, and in part by land now or formerly of the Town of Trumbull, (Beach Park, so-called);  
SOUTHEASTERLY AND SOUTHERLY: By land now or formerly of Jennie Bonitatibus;  
SOUTHEASTERLY AGAIN: By land now or formerly of Walter Claud-Mantle, et als by an irregular line;  
WESTERLY: By Lot No. 20, in part, and in part by Lot No. 21, as shown on Map of Garfield Manor, in all, 371.06 feet;  
NORTHERLY: By Jeffrey Place, as shown on said map;  
WESTERLY AGAIN: By Jeffrey Place, in part, and in part by Lot No. 19, as shown on said map, in all, 423.68 feet;  
SOUTHERLY AGAIN: By a portion of Lot No. 19 as shown on said map;  
WESTERLY AGAIN: By Lot No. 12, in part, and in part by Eldor Lane, and in part by Lot 11, all as shown on said map, in all, 360 feet.

Being all of the same premises described in Volume 75, Page 109 of the Trumbull Land Records, except those parcels heretofore conveyed, containing in all, 16.8 acres more or less.

The above described premises are also shown as Parcel 107 on the Trumbull Assessor's Map No. 3457A.

SECOND PARCEL:

Known and designated as Lot No. 19, as shown on Map of Garfield Manor, dated April 6, 1951, made by Richard J. Drew, Surveyor, and filed for record as Map No. 437 in the Trumbull Town Clerk's Office, said premises being more particularly bounded and described as follows:

NORTHERLY: By Lot No. 12 in part, and in part by land now or formerly of Garfield Manor, Incorporated, as shown on said map, in all, 178.85 feet;  
EASTERLY: By land now or formerly of Garfield Manor, Incorporated, 373.68 feet;

*Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".*

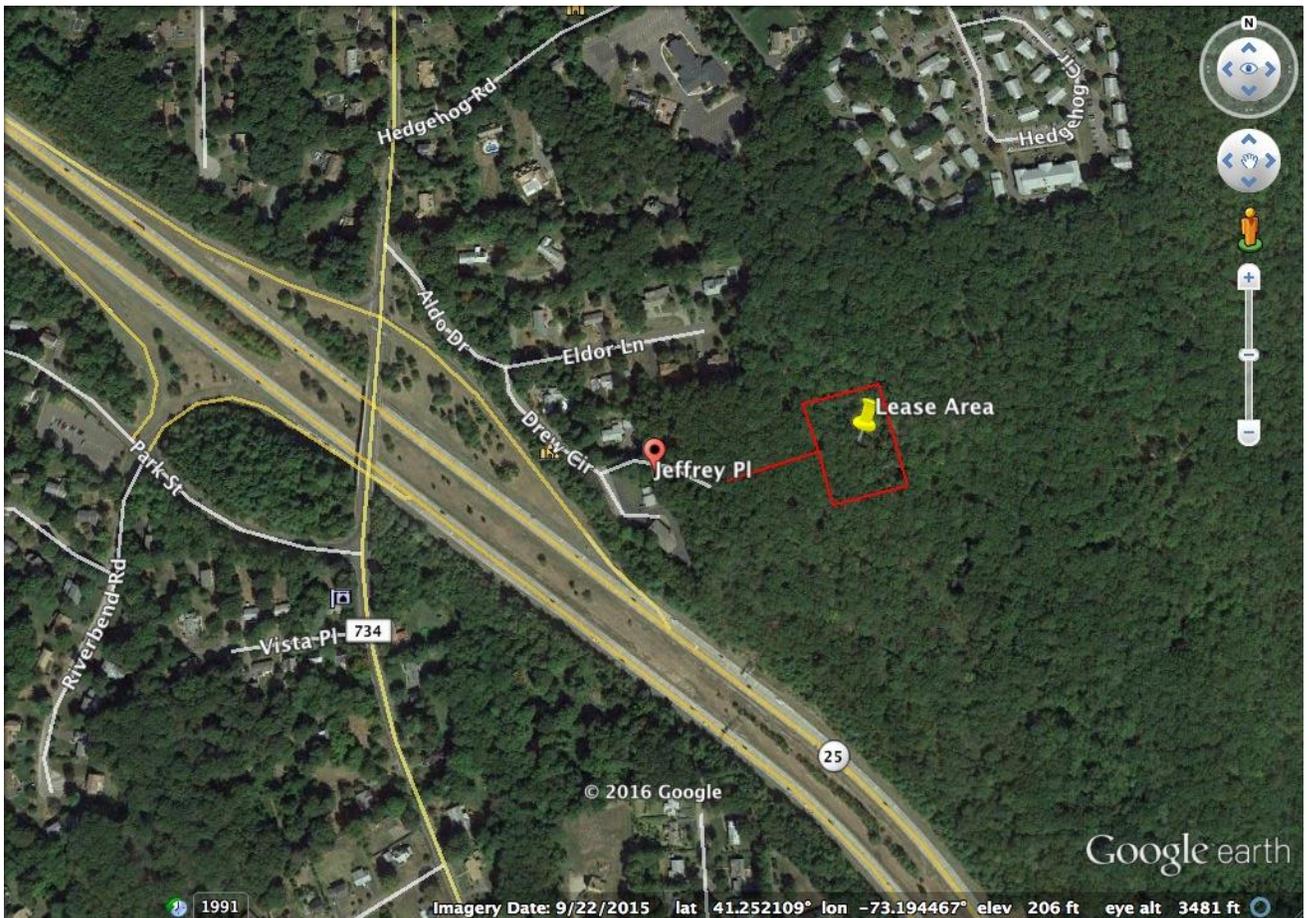
Site #: CT1212  
Site Name: Trumbull

**EXHIBIT "B" TO LAND LEASE AGREEMENT**

**PREMISES**

- a) Real property comprised of approximately Ten Thousand (10,000) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



Site #: CT1212  
Site Name: Trumbull

**APPROVED Owner:** \_\_\_\_\_ **(Initial)**  
**APPROVED Tenant:** \_\_\_\_\_ **(Initial)**

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*