

WATER POLLUTION CONTROL AUTHORITY
Town of Trumbull
CONNECTICUT

TOWN HALL
(203) 452-5048



5866 MAIN STREET
TRUMBULL, CT 06611

JUNE 22, 2016
MINUTES

CALL TO ORDER: Chairman Wright called the regular meeting of the Trumbull Water Pollution Control Authority to order at 7:02 p.m.

MEMBERS PRESENT:

Jeffrey Wright, Chairman
Fred Palmieri, Vice Chairman
Paul Whetstone, Alternate
Richard Boggs, Alternate

ALSO PRESENT:

Frank M. Smeriglio, PE, Town Engineer
Dennis Kokenos, Esq. Town Attorney
Christine Kurtz of Wright Pierce

MEMBERS ABSENT:

John Gray
Timothy Hampford
Laura Pulie

The Chair read the public hearing notice into the record.

PUBLIC HEARING
June 22, 2016
2016 ASSESSMENT
TRUMBULL, CONNECTICUT

Pursuant to section 7-255 of the Connecticut General Statutes, the Trumbull Water Pollution Control Authority will hold a Public Hearing, on Wednesday, June 22, 2016 at 7:00 p.m. in the Long Hill Room, Town Hall, 5866 Main Street, Trumbull, Connecticut in accordance with the provisions of an Ordinance of the Town entitled, "Sewer Ordinance of the Town of Trumbull" adopted by the Town Council of the Town of Trumbull effective July 1, 1969 and Section 7-249 and Section 7-249A of the Connecticut General Statutes, Revision of 1958 as amended. Notice is hereby given that a Sewer Assessment is proposed to be levied by the Town of Trumbull on the following property:

<u>NAME</u>	<u>LOCATION</u>	<u>NUMBER</u>	<u>MAP</u>	<u>PARCEL</u>
Josette Keklik and Anthony Tsingerliotis (or current owner)	Mohawk Drive	6	G/04	18

Dated this 11th day of June, 2016
Trumbull Water Pollution Control Authority, Jeffrey Wright, Chairman

(Mr. Whetstone arrived at the meeting at 7:03 p.m.)

Mr. Smeriglio explained for the commission 6 Mohawk Drive was part of a subdivision, and as a result is part of the Contract 3 sewer project. There was a connection approval in 2015. The builder and owner were made aware there would be an assessment for this property. This is the formal sewer assessment process. The amount of the assessment is \$21,203.00. Approval of the assessment is required by the commission.

The Chair opened the public hearing at 7:04 p.m. and asked if anyone was present to speak. There was no one present to speak.
The Chair closed the public hearing at 7:05 p.m.

Moved by Palmieri, seconded by Boggs to accept the assessment for 6 Mohawk Drive as presented, (\$21,203). VOTE: Motion carried unanimously.

1. Minutes to previous meeting(s):

- Moved by Palmieri, seconded by Boggs to accept the May 25, 2016 regular meeting minutes as presented. VOTE: Motion carried unanimously.
- Moved by Palmieri, seconded by Whetstone to accept the June 7, 2016 special meeting minutes as presented. VOTE: Motion carried unanimously.

2. New Business:

- 48 Skyview Drive

Mr. and Mrs. Steven LeGault were present. Mr. LeGault referred to a memorandum he had sent the commission, (*See Attached*). Mr. LeGault explained he and his wife purchased their home in May of 2015. Through the closing process they assumed an outstanding lien of approximately \$17,000 for failure to tie in to the sewers from the prior owner and paid that amount. After they moved into the house they received WPCA bills. He was not aware of these as they had not been disclosed. They were under the assumption they were tied into the sewer system. They brought in a specialist and it was determined they were not connected. The previous owner had already been granted an extension. Mr. LeGault stated they planned on paying whatever was due during the closing process, but as far as tying into the sewer he asked the commission to consider allowing them a window of opportunity to acquire the fiscal means to do so. They had received 2 quotes and were not favorable. They are requesting a continuance of the extension.

Mr. Smeriglio explained the LeGaults live in the Sewer Contract 4 area, those properties were assessed in 2012. The residents at that time had the choice of spreading the payments over 20 years or paying in full. It is assumed the previous owner made the choice to spread the payments over 20 years. Mr. Smeriglio asked if that might be the \$17,000 Mr. LeGault referenced earlier at this meeting. Mrs. LeGault confirmed for the Chair the \$17,000 had not been paid to date and further explained they were not aware at the time of the purchase that the house was not connected to the sewers, they assumed it was.

Mr. Smeriglio explained there are two parts at the sale of the property, the mortgage company will either allow the assessment to be billed for the remaining years left on the assessment or it may require it to be paid in full at the time of the purchase. This would be a selling point between the 2 property owners. The WPCA does not have the authority to reduce the assessment. Mr. LeGault confirmed for the Chair the

closing attorney had all of this information at the time of the closing. Mrs. LeGault further explained at the time of the closing they had believed the assessment was included in their mortgage. Mr. Smeriglio stated the current pay-off amount on the assessment is \$23,276.67. There is a due amount of \$1,800 through 6/30/2016. The second part is, when the sewers were made available, the previous owner filed an extension of time allowing them not to connect. That approval allows them not to connect but they still pay the maintenance fee which is currently \$33.00 per quarter. The extension is not transferrable to a new owner. When the property is sold a letter is sent to the new owners stating they need to make arrangements to connect to the sewers, and if they do not connect they will be charged the flat rate which is currently \$176 per quarter, (a penalty for not connecting). At this time this property has accrued a balance of \$835.34 of sewer usage fees/maintenance fees. The WPCA cannot reduce the assessment. Per the sewer ordinance, an extension of time can only be filed by the original owner at the time sewers were made available and is not transferrable to a new owner. The property is in violation of having not connected to the sewers which is why the flat rate is charged. If the original owner had chosen to pay the assessment over 20 years the interest rate is 2.75%, once a balance is incurred 1.5% interest is accrued on what is due. This assessment has \$1,802 due now. Attorney Kokenos stated that part of the balance may be what is current and due, and a portion of what is due now is delinquent which would be at 18% interest. Mr. Smeriglio confirmed for Attorney Kokenos that payments on assessments are paid quarterly even when an extension has been granted.

Mr. Palmieri clarified for the commissioners the LeGault's request is to continue the extension and either modify and/or freeze what is owed. Mrs. LeGault explained she had handled the negotiations of the purchase of the property, she believed the assessment was rolled into and was part of the mortgage. The attorney for the purchase was an attorney with the mortgage company. The Chair stated the resident would need to bring the balance up to date.

The commission questioned whether they have the right to grant an extension. Attorney Kokenos explained the reason the extension is not transferrable is because the Health Department takes the position if sewers are available they should connect, the other portion is the WPCA has to maintain the sewers even when people are not connected to them, which is why there is maintenance fee. Per the ordinance if the original owner does not connect and is granted an extension it would be filed on the land records. When an attorney does a title search the extension would be found on the land records. Any subsequent purchaser would be notified of the extension and that they would need to connect after the purchase and that this has to be addressed before the closing. Mr. LeGault confirmed the septic system is in good working order at this time.

The commission sympathized with the residents but the commission cannot set a precedent. Attorney Kokenos further explained the assessment always had to be paid, currently they are paying a sewer user flat rate of \$176, v. the \$33.00 extension of time rate because they have not connected to the sewers. The WPCA does not have the authority to waive the fees. The Tax Collector is asked daily to waive fees. This is never done, the only authority to waive the fee is the Town Council and this is never done.

Attorney Kokenos reminded the commission they do not have to make a decision at this meeting. Mr. LeGault stated they are only looking for a little bit of help and forgiveness to allow them more time, there are things coming down the pike in 6 months to 2 years that will help them financially. The Chair summarized if the resident continues to pay the \$176 flat rate they could extend connecting to the sewers for certain amount of time. Mr. Palmieri referred to the LeGault's memo asking for forgiveness of back payments from move in date and an extension of 24 months at a reduced rate.

Mr. Whetstone explained since they are paying the \$176 flat rate that is essentially what they would be paying if not more if they were connected so There is not a hard ship, it is really a break even amount, they are not losing any money and do not have to connect immediately unless their septic system fails.

Attorney Kokenos reminded the commission they do not have to make a decision at this meeting. The Chair suggested postponing a decision to next month. Commissioner Boggs added that would allow the commission to gather the correct data, what is owed and what is due. Mr. Smeriglio stated their sewer usage due now is \$835.34 and what is due on the assessment is \$1,802.20. Mr. Smeriglio does not have the exact amount of what is delinquent within those totals. Attorney Kokenos suggested looking at the payment history. He does not know if maybe an adjustment was missed at their closing. The Chair suggested the LeGault's pay what is due and bring the account up to par. The Commission cannot change those amounts and also suggested working with Mr. Smeriglio to clarify exactly what is owed and what will be incurred in the future.

By unanimous consent the commission agreed to postpone this item to the July regular meeting.

- Owens, Schine & Nicola monthly invoices

Moved by Palmieri, seconded by Whetstone to accept and approve Inv. # 14428 dated June 17, 2016 as presented in the amount of \$10,760.

Attorney Kokenos explained the Mark IV matter has been resolved. Attorney Kokenos submitted the executed agreement to the clerk for the record as well as the Bridgeport executed agreement. Said agreements will be part of these meeting minutes. The Mark IV agreement was a global settlement which represented work on both settlements.

VOTE: Motion carried unanimously.

Moved by Palmieri, seconded by Wright to accept and pay Invoice # 14429 dated June 17, 2016 as presented in the amount of \$1,680.

VOTE: Motion carried unanimously.

- Ury & Moskow monthly invoices – None

Attorney Kokenos will reach out to Attorney Moskow for a final invoice for the July 2016 meeting. Attorney Moskow had additional work to do with regard to the release.

3. Old Business:

- Mark IV – Contract 3 and Contract 4
- Bridgeport sewer treatment contract

Attorney Kokenos stated the agreements will be part of these minutes. Mark IV has had meetings with Public Works Director John Marsilio and Town Engineer, Frank Smeriglio. Mr. Smeriglio explained there were two meetings, one on Monday where they went over the initial start-up of work to be done on Daniels Farm Road. This work will begin on the Monday after this meeting. There was second meeting today where they went to look at the site location and the road relative to where the spots are. Attorney Kokenos stated the machines are in place.

Mr. Smeriglio noted letters were sent out to the abutting property owners notifying them work will begin on Monday, as well as a notice on the website and a town-wide phone blast was done today notifying all residents there will be delays on Daniels Farm Road, one lane will be open with alternating traffic and to use alternate routes when possible.

The Director of Finance will be cutting the check by the end of this month. The original signed contracts have been given to the Director of Finance and another set will be at Attorney Kokenos's office. Contract 4 is complete and Contract 3 will be progressing once the work is done. What is being held in escrow will be released to them. The next stage is to aggressively explore options for the Town's treatment of the sanitary sewer waste. The commission has seen the projections of Bridgeport's rates and is what drove the commission to resolve the issue. They have given as much of a discount as can be and this will free the commission to be able to reduce and/or eliminate the amount of waste that goes to Bridgeport, or if Bridgeport changes their position to come up with a regional model. Attorney Kokenos stressed to the commission there is 7 years until the discount, per the agreement goes to zero. We are onto another chapter and will aggressively try to find another treatment option.

Attorney Kokenos spoke with John Marsilio, Director of Public Works, and will meet a few times to develop a comprehensive outline of options, what will be needed from Wright Pierce to pursue those options and a timeline. They will keep the commission abreast of this.

Mr. Smeriglio stated Bridgeport has or is about to set their rate. Their proposed rate is to remain the same, next month we will have a public hearing for our new rate which will be the rate minus 8%. Mr. Palmieri suggested to hold the rate at the same amount and keep the funds in escrow until it is known where the commission is going on this matter. A reduced rate can be given at a later date. Mr. Smeriglio indicated to the Chair the next billing is in August and the decision will need to be made in July. Attorney Kokenos stated this is later than normal, usually Bridgeport sets their rate in April or May.

The Chair wants all the commissioners to attend the July meeting noting there are a lot of issues to cover such as what Mr. Palmieri had just indicated and the discussion on the remaining funds and how much the commission will retain as retained earnings. He would like to see an action plan for the Mark IV process and oversight, including how much over-time is being paid to the police. There is a bevy of different questions.

The Chair would like to work with Frank Smeriglio, Attorney Kokenos and the clerk to put together a comprehensive agenda for July so we ensure we cover all the issues.

The Chair extended his gratitude to all those present at this meeting who worked to clear the decks of the lawsuits moving the process forward. For the last three years they have explored every option and extended his personal gratitude to Attorney Kokenos who had provided the commission with information, when asked his advice and at other times let the commission move in its own direction. The commission will now enter a new chapter which really is the charter of the commission, setting expectations and standards regarding the retained earnings. The commission may need to set proper procedures moving forward to allow future commissioners to operate within a far better framework than what they found. Mr. Palmieri echoed Chairman Wright's words. There were plenty of times this commission could have kicked the can down the street but did not. This commission did more work than realized. Tim Hampford and Laura Pulie have served this commission for 7-10 years and should be commended. Mr. Palmieri commended Attorney Kokenos and his firm for working through this and having to work through the countless stalls, the Bridgeport attorneys. The commission has a lot more work to do. The Chair noted Commissioner Pulie has had a fairly severe eye injury but is hopeful and is looking forward to her possibly being able to attend the next meeting. The July meeting will be an extensive meeting. The Chair will work with Ms. Kurtz, Mr. Smeriglio and the Town attorney so everyone will be prepared for the meeting.

Mr. Smeriglio confirmed for Attorney Kokenos that Bridgeport to date has not sent the new rate notice and had just been made aware their proposed rate will remain the same.

4. Any other business that may come before the Authority

Attorney Kokenos stated the commission has been aware there had been an issue with regard to a rebate for sewer usage with Saint Joseph's Manor. They have filed a lawsuit against the Trumbull WPCA and the Town of Trumbull claiming a breach of contract. Attorney Kokenos has significant questions about the complaint but noted there is a process to flush those out. He wanted to make the commission aware this issue has been around for some time and he has been trying to work with the people at Saint Joseph's Manor explaining to them if the commission were to simply go into their coffers and give Saint Joseph's in excess of \$200,000, which they claim is an overpayment, the Trumbull sewer users pay for that. This is also true if a credit is issued. The WPCA has to set a rate that equals the cost of the services provided. Attorney Kokenos also explained to them the money that had been paid by them had already gone to the City of Bridgeport. This was explained to them before they got an attorney and after they retained an attorney. The commission previously gave Attorney Kokenos permission to enter into the tolling agreement with them. Subsequently Attorney Kokenos reviewed the agreement and gave the attorney his comments and never heard back from him. The Town was just served with the lawsuit. It is an unfortunate event since Attorney Kokenos was trying to resolve this pre-litigation.

As of right now there is no pending litigation with the exception of the Saint Joseph's Manor item of business.

Attorney Kokenos explained anytime his firm does work outside of the general retainer, permission from this commission is required and the Director of Finance must sign off on it as well. There was some talk about working on a policy for the retained earnings, so he will work with the commission on that.

Attorney Kokenos's first step with regard working on the waste water was to meet with John Marsilio and give the commission the options. The commission will need to tell him in what direction the commission wants him to go and how and to what extent. The Chair stated he would like the commission to have input before conversations are initiated in different directions. Attorney Kokenos explained the first step was for them internally to say what they think the options are and what they may need for those options to work and establish a timeline so the commission has some to look at. The Chair stated the term he is looking for is collaborative.

On the litigation issue the Chair stated he believes the with Saint Joseph's Manor the commission's hands are tied, these issues have come up before, the commission is merely a transfer agent because Bridgeport has the waste water plant and they bill us. This issue is between Bridgeport, Saint Joseph's Manor and Aquazion, but we seem to have been singled out. The best course of action for the commission is to authorize Owens, Schine and Nicola to fight this. Should this type of lawsuit be remotely successful it will bear other lawsuits. Attorney Kokenos stated further discussion on this matter should be in executive session because it is pending litigation. The Chair stated the public has the right to transparency, noting this is the first meeting he chaired that had no executive session. Public policy works best when it is open and transparent and understands when we are in litigious situation the details are negotiations and understands that. Attorney Kokenos explained he was able to give a synopsis on all that happened pre-litigation and wanted the commission and everyone to understand how we got to this point, this was not something that was initiated by the Town or the Trumbull WPCA and is not something the WPCA did not try to resolve pre-litigation. The Chair stated there was no lead up to the lawsuit it just appeared.

There being no further business to discuss and upon motion made by Palmieri, seconded by Whetstone the WPCA adjourned by unanimous consent at 8:02 p.m.

Respectfully Submitted,

Margaret D. Mastroni, Clerk

Date: May 12th, 2016

To: Water Pollution Control Authority
Town Hall
5866 Main Street
Trumbull, CT 06611
(203) 452-5048

From: Stephen and Patricia LeGault
48 Skyview Drive
Trumbull CT 06611
Email: slegaultamara@gmail.com
Cell: (860) 335-6858

RE: Request for Forgiveness and Extension

Dear Chairman Vice-Chair and Members,

Our family recently moved to Trumbull in May of 2015 and assumed a very large outstanding Lien (approximately \$17,000) from the previous owner which we paid. Our home is located at 48 Skyview Drive, Trumbull CT 06611 is currently on a functioning septic system. It is being pumped on a regular basis and is in good working condition.

We have been receiving quarterly bills for sewer usage from the WPCA.

We do not have the financial capacity to tie in the system at this time although we are anticipating that we will be able to afford the tie in within the next two years.

We are asking for forgiveness on back payments from move in date and an extension for twenty-four months (24 Mos.) at a reduced rate for which we will pay on an ongoing basis until such tie-in is put in place. We plan to be at the next WPCA meeting on Wednesday the 25th of 2016.

We thank you for your consideration and accommodation for this matter which will be shortly rectified.

Best and God Bless,

Stephen and Patricia LeGault, RN.

**SETTLEMENT AGREEMENT – MARK IV CONSTRUCTION COMPANY,
INC. v. TOWN OF TRUMBULL, DOCKET NUMBER
UWY-CV-13-6023577-S**

THIS AGREEMENT made this ____ day of _____, 2016 by and between the Trumbull Water Pollution Control Authority, a statutory public entity organized pursuant to the law of the State of Connecticut (“WPCA”), Town of Trumbull (“Town”) (WPCA and Town collectively referred to herein as “Trumbull”), and Mark IV Construction Company, Inc., a Connecticut Corporation organized pursuant to the laws of the State of Connecticut (“Mark IV”) (WPCA, Trumbull and Mark IV collectively hereinafter referred to as the “Parties”).

WHEREAS, the Trumbull Water Pollution Control Authority, Trumbull and Mark IV Construction Co., Inc. entered in an Agreement dated February 19, 2009 (Hereinafter “Contract”) for the construction of sanitary sewers within the jurisdictional limits of the Town of Trumbull.

WHEREAS, Mark IV instituted certain litigation entitled Mark IV Construction Company, Inc. v. Town of Trumbull, Docket No. UWY-CV13-6023577-S (“Litigation”) alleging certain causes of action which include Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing and Quantum Meruit and alleging damages in the amount of Five Million Six Hundred and Twenty One Thousand Three Hundred and Fifty Two DOLLARS and 56/100 CENTS, which such sum includes the total of alleged Change Orders and retainage owed to Mark IV.

WHEREAS, The Town of Trumbull has denied Mark IV’s allegations and has asserted certain counterclaims against Mark IV in the Litigation which include Breach of Contract,

Breach of Covenant of Good Faith and Fair Dealing, Negligent Misrepresentation, Intentional Misrepresentation, Fraud and Violation of the Connecticut Unfair Trade Practices Act.

WHEREAS, in order to avoid the expense and uncertainty associated with litigation and without admitting liability of any kind or the infirmity of any claim, Mark IV and Trumbull now desire to completely settle, finally resolve and compromise the Litigation, and any claims that they may have against each other on the terms and under the conditions set forth in this Agreement.

NOWHEREFORE, to fully and completely resolve the Litigation and any and all claims between the Parties, for good and valuable consideration, receipt and sufficiency of which is acknowledged herein, the Parties agree to the following:

- 1) Retainage: Trumbull shall make payment to Mark IV in the amount of One Million One Hundred Sixty Seven Thousand Nine Hundred Six DOLLARS and 95/100 CENTS (\$1,167,906.95), which sum represents the full retainage held by Trumbull and/or WPCA under the Contract
- 2) Compromised Change Orders: Trumbull shall make payment to Mark IV in the amount of One Million One Hundred Thirty Two Thousand Ninety Three DOLLARS and 05/100 CENTS (\$1,132,093.05), which sum represents compromised compensation for any and all work associated with alleged change orders set forth by Mark IV during the administration of the Contract and/or pendency of the Litigation.
- 3) Payment to Mark IV: Payment as set forth in paragraphs 1 and 2 herein shall be contingent upon (a) all necessary approvals by the Trumbull Water Pollution Control Authority, Board of Finance and Trumbull Town Council, which such approvals shall be obtained by Trumbull on or before July 5, 2016 and (b) execution of a Settlement

Agreement and Release mutually agreed upon by the parties to a certain companion action to the Litigation entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Inc., et. al. Docket No. UWY-CV11-6013394-S. In the event contingencies (a) and (b) in this Paragraph 3 have been satisfied, payment as outlined in Paragraph 1 and 2 herein shall be made by Trumbull to Mark IV on or before July 31, 2016.

- 4) General Release Mark IV to Trumbull: Mark IV, for and in consideration of the sum as set forth in Paragraph's One and Two herein, lawful Money of the United States of America, to Mark IV in hand and other good and valuable consideration paid by Trumbull, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Trumbull, its past and present members, agents, employees, board members, elected and/or appointed officials in both their individual and representative capacity and their successors and assigns and their personal and/or legal representatives (hereinafter "Trumbull Releasees"), of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against Trumbull Releasees, Mark IV ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents and more specifically, any and all claims for damages arising, directly or indirectly, out of a certain lawsuit pending with the Waterbury Superior Court in

Waterbury, Connecticut under Docket No: UWY-CV-13-6023577-S entitled Mark IV Construction Company, Inc. v. Town of Trumbull,

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

- 5) Limited Release Trumbull to Mark IV: Trumbull, for and in consideration as set forth herein, lawful consideration to Trumbull in hand and other good and valuable consideration paid by Mark IV, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Mark IV, its past and present members, agents, employees, their successors and assigns and their personal and/or legal representatives, insurers and sureties (hereinafter "Mark IV Releasees"), of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against Mark IV Releasees Trumbull ever had, now has or hereafter can, shall, or may have as pertaining to the Litigation.
- 6) Each of the Parties to this Agreement represent and warrant that it has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such action has been duly authorized by all necessary action by each party and its respective officers, trustees, directors, members, shareholders and any other persons whose authorization may be

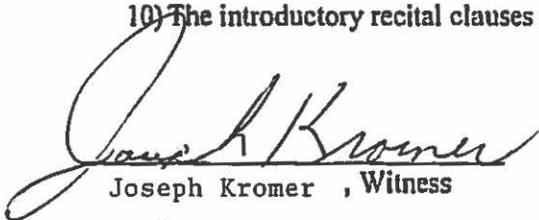
needed. Each Party has all the necessary legal capacity to enter into this Agreement and to perform its obligations hereunder.

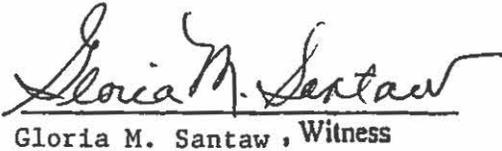
7) Nothing herein shall constitute an admission of liability by any of the Parties in that this Settlement Agreement is entered into solely for the convenience of the Parties and to resolve the Litigation

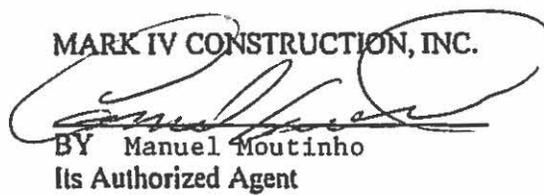
8) This Agreement may not be changed orally. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.

9) In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

10) The introductory recital clauses are part of this Agreement.


Joseph Kromer , Witness


Gloria M. Santaw , Witness

MARK IV CONSTRUCTION, INC.

BY Manuel Moutinho
Its Authorized Agent

, Witness

TOWN OF TRUMBULL WATER
POLLUTION CONTROL AUTHORITY

BY
Its Authorized Agent

, Witness

_____, Witness

TOWN OF TRUMBULL

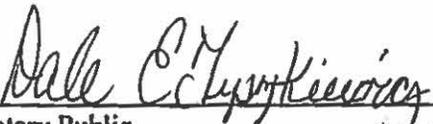
BY
Its Authorized Agent

_____, Witness

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss.: BRIDGEPORT

On this the 13th day of June, 2016, before me Dale Tyszkiewicz, the undersigned officer, personally appeared Manuel Moutinho, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed as President, duly authorized agent of Mark IV Construction Company, Inc..

In Witness Whereof, I hereunto set my hand.



Notary Public Dale E. Tyszkiewicz
My commission expires: _____
NOTARY PUBLIC
My Commission Expires 06/30/2020

STATE OF CONNECTICUT)
)
COUNTY OF) ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Trumbull Water Pollution Control Authority.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
) ss.:
COUNTY OF)

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Town of Trumbull.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

**SETTLEMENT AGREEMENT –TOWN OF TRUMBULL v. MARK IV
CONSTRUCTION COMPANY, INC. ET. AL, DOCKET NUMBER
UWY-CV11-6013394-S**

THIS AGREEMENT made this ____ day of _____, 2016 by and between the Trumbull Water Pollution Control Authority, a statutory public entity organized pursuant to the law of the State of Connecticut (“WPCA”), Town of Trumbull (“Town”) (WPCA and Town collectively referred to herein as “Trumbull”), Mark IV Construction Company, Inc., a Connecticut Corporation organized pursuant to the laws of the State of Connecticut (“Mark IV”), Manuel Moutinho, an individual residing at 3 main street, Stafford CT (“Moutinho”) and Thomas E. DellaBitta, an individual residing at 1020 MARION AVE (“DellaBitta”) MARION, CT (WPCA, Trumbull, Mark IV, Moutinho and Dellabitta collectively hereinafter referred to as the “Parties”).

WHEREAS, In or around April 2007, Trumbull and Mark IV Construction Co., Inc. entered in an agreement for the Construction of sanitary Sewers, Phase 4, Part B, Contract 3 (Hereinafter “Contract”) for the construction of sanitary sewers within the jurisdictional limits of the Town of Trumbull.

WHEREAS, WPCA instituted certain litigation entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Inc. Docket No. UWY-CV11-6013394-S (“Litigation”) alleging certain causes of action which include Negligence, Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Negligent and Intentional Misrepresentation, Fraud and Violation of Connecticut Unfair Trade Practices Act. WHEREAS, Mark IV, Moutinho, and DellaBitta have disputed the allegations of the complaint and have denied responsibility and liability therefor.

WHEREAS, in order to avoid the expense and uncertainty associated with litigation and without admitting liability of any kind or the infirmity of any claim, Mark IV and Trumbull now desire to completely settle, finally resolve and compromise the Litigation, and any claims that they may have against each other on the terms and under the conditions set forth in this Agreement.

NOWHEREFORE, to fully and completely resolve the Litigation and any and all claims between the Parties, for good and valuable consideration, receipt and sufficiency of which is acknowledged herein, the Parties agree to the following:

- 1) Work to be Performed by Mark IV: Mark IV shall perform all work as set forth in the General Specifications, Scope of Work, Special Notes and Technical Specifications as attached hereto as Exhibit A and per the Drawings prepared by Tighe and Bond Dated November 2015 attached hereto as Exhibit B, which shall also show the location of all repairs necessary (Hereinafter "Work"), for an amount not to exceed One Million Seventy Eight Thousand Five Hundred DOLLARS 00/100 CENTS (\$1,078,500.00) plus mobilization fee as set forth herein. Mark IV acknowledges that it shall not demand, request or receive any payment in excess of the not to exceed price for any material, labor, administrative cost, machine time or any other item necessary or incidental to the completion of the Work. Trumbull acknowledges and agrees that it will be required to incur the cost for police officers/flagmen as set forth in Exhibit A. Trumbull further acknowledges and agrees that it will accept surplus material from the Work at its facility at Indian Ledge Park, and supply all necessary process for the Work.

2) The Parties agree that Mark IV shall be paid as follows:

(a) Mobilization Fee: In addition to the not to exceed price as set forth in Paragraph I, Mark IV shall be entitled to a one-time mobilization fee in the amount of \$50,000.00.

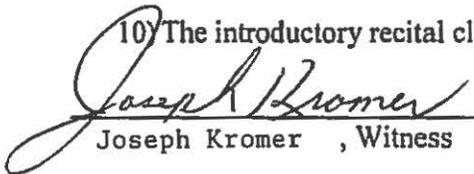
(b) Milestone Payments: (i) a lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that twenty-five percent (25%) of the Work has been completed and approval of invoice by Trumbull; (ii) a second lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that fifty percent (50%) of the Work has been completed and approval of invoice by Trumbull; (iii) a third lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that seventy-five percent (75%) of the Work has been completed and approval of invoice by Trumbull and (iv) a final lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that one hundred percent (100%) of the Work has been completed and approval of invoice by Trumbull. Said schedule of payment is also set forth in Exhibit A-1 attached hereto. Trumbull is not entitled to withhold any retainage against any of the Milestone Payments and Mark IV is not required to post a payment or performance bond.

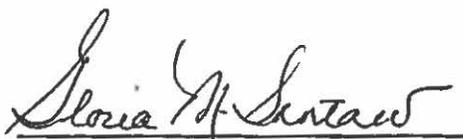
-
- 3) Release by Trumbull: Trumbull shall execute the General Release as attached hereto in Exhibit C on or before July 31, 2016. In lieu of Trumbull withholding five (5%) retainage for the Work and in lieu of Mark IV posting a payment or performance bond, said Release shall be held in Escrow by The Law Offices of Owens, Schine & Nicola, P.C (“OS&N”) and shall only be delivered to Mark IV or its Representative upon OS & N’s receipt of Trumbull’s written authorization to deliver said Release. Trumbull shall provide said written authorization to OS & N upon either (a) verification that all Work has been completed to the satisfaction of Trumbull’s consulting Engineers or (b) within fifteen (15) days of final payment to Mark IV, whichever shall occur first. It is acknowledged by the Parties that unless and until said Release is delivered to Mark IV or its Representatives, Trumbull reserves any and all rights and/or claims associated with the Litigation and/or claims associated with a breach of the terms and conditions of this Settlement Agreement and/or attachments thereto. Within seven (7) days of execution of this Settlement Agreement, Trumbull shall withdraw, with prejudice, the Litigation.
- 4) Release by Mark IV, Moutinho, and DellaBitta: Mark IV, Moutinho, and DellaBitta shall each execute and deliver a General Release (collectively as attached hereto in Exhibit D) within ten (10) days of execution of this Settlement Agreement. Said Release shall be held in escrow by Hinckley Allen, Trustees (“HA”) pending approval of the terms of this Agreement by the Trumbull Water Pollution Control Authority (“WPCA”), the Trumbull Board of Finance (“Finance”), and the Trumbull Town Council (“Council”).
- 5) Necessary Town Approvals: This Agreement is contingent upon the approval of the transaction by the appropriate Trumbull boards and agencies. Specifically, it is presently

anticipated that WPCA will meet on June 7, 2016, and the Board of Finance and Town will meet on June 9, 2016 to consider and approve the transaction.

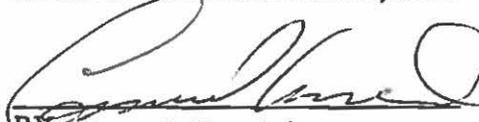
- 6) Each of the Parties to this Agreement represent and warrant that it has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such action has been duly authorized by all necessary action by each party and its respective officers, trustees, directors, members, shareholders and any other persons whose authorization may be needed. Each Party has all the necessary legal capacity to enter into this Agreement and to perform its obligations hereunder.
- 7) Nothing herein shall constitute an admission of liability by any of the Parties in that this Settlement Agreement is entered into solely for the convenience of the Parties and to resolve the Litigation
- 8) This Agreement may not be changed orally. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
- 9) In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

10) The introductory recital clauses are part of this Agreement.


Joseph Kromer, Witness


Gloria M. Santaw, Witness

MARK IV CONSTRUCTION, INC.


BY Manuel Moutinho
Its Authorized Agent

Joseph Kromer
Joseph Kromer , Witness

Gloria M. Santaw
Gloria M. Santaw , Witness

J. A. Contare
Jaen Contare, Witness

Patricia Wogden
Patricia Wogden , Witness

, Witness

, Witness

, Witness

, Witness

Manuel Moutinho
Manuel Moutinho

Thomas E. DellaBitta
Thomas E. DellaBitta

TOWN OF TRUMBULL WATER
POLLUTION CONTROL AUTHORITY

BY
Its Authorized Agent

TOWN OF TRUMBULL

BY
Its Authorized Agent

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss.: BRIDGEPORT

On this the 13th day of June, 2016, before me Dale Tyszkiewicz, the undersigned officer, personally appeared Manuel Moutinho, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed as President, duly authorized agent of Mark IV Construction Company, Inc..

In Witness Whereof, I hereunto set my hand.



Notary Public
My commission expires: Dale E. Tyszkiewicz
NOTARY PUBLIC
My Commission Expires 06/30/2020

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss.: BRIDGEPORT

On this the 13th day of June, 2016, before me Dale Tyszkiewicz, the undersigned personally appeared Manuel Moutinho, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity.

In Witness Whereof, I hereunto set my hand.



Notary Public
My commission expires: Dale E. Tyszkiewicz
NOTARY PUBLIC
My Commission Expires 06/30/2020

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss.: Southington

On this the 15th day of June, 2016, before me Patricia W Ogden, the undersigned personally appeared Thomas E. DellaBitta, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity.

In Witness Whereof, I hereunto set my hand.

Patricia W Ogden
Notary Public Patricia W Ogden
My commission expires: 3/31/2020

STATE OF CONNECTICUT)
)
COUNTY OF) ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Trumbull Water Pollution Control Authority.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF) ss.:

On this the _____ day of _____, 2016, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and

acknowledged to me that he executed the same for the purposes therein contained, and as his free act and deed in his individual capacity and in his capacity as _____, duly authorized agent of The Town of Trumbull.

In Witness Whereof, I hereunto set my hand.

Notary Public
My commission expires: _____

EXHIBIT

A



Sanitary Sewer Improvements

GENERAL SPECIFICATIONS/SCOPE OF WORK

TOWN OF TRUMBULL, CONNECTICUT

TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

1. OBLIGATION OF CONTRACTOR:

Contractor shall be presumed to have inspected the sites, and to have read and made itself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of Contractor to receive or examine any form, instrument or document shall in no way relieve the Contractor from any obligation.

Contractor must fully inform itself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the Contractor of its obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out its work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

Contractor must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that it has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

2. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Settlement Agreement, General Specifications, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

3. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, is under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

4. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

5. CONTRACTOR:

Whenever the term "Contractor" is issued herein it shall include Mark IV Construction Company, Inc., who is the party of the second part to the contract, acting directly or through his agent or employees.

6. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

7. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office, or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address.

8. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Town administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's inadequate planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. In the event of default, any payments due the Contractor may be withheld pending final determinations.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

9. COMMENCEMENT OF WORK

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

10. SUBSURFACE CONDITIONS

Contractor understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and Contractor agrees that it shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid

information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the contract sum.

11. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day Presidents' Day
Good Friday Memorial Day Independence Day Labor Day Columbus Day
Veteran's Day Thanksgiving Day
Day Following Thanksgiving Day Christmas Day
Day After Christmas Day (2014 Floating Holiday)

12. PERFORMANCE & GUARANTEE MAINTENANCE BOND:

Intentionally Deleted.

13. ADDITIONAL OR SUBSTITUTE BOND:

Intentionally Deleted.

14. POWER OF ATTORNEY:

Intentionally Deleted

15. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of

physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

16. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

17. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206 , 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

18. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

19. PAYMENTS

Payments shall be made to the Contract in accordance with Exhibit A-I attached hereto.

20. GENERAL SPECIFICATIONS (OR EQUAL CLASSES):

Whenever in the Contract Documents a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever there is doubt and/or question as to the plans, drawings, specifications, other contract documents, or the quality as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

21. INSPECTION AND TESTS

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

22. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

23. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

24. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

25. CERTIFICATE OF COMPLETION

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof

26. SUB-SURFACE STRUCTURES

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

27. SUB-SURFACE CONDITIONS

Contractor is hereby notified that it is obligatory for it to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions—NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and Contractor must rely exclusively upon its own investigation and that Contractor enters into this Agreement with the full knowledge of the kind, quality and quantity of work required.

Contractor understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by its own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the contract sum.

28. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

29. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

30. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

- That it is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.
- That it is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.
- That it has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.
- That it shall perform all Work set forth in the Contract Documents for the not to exceed price as set forth in Exhibit A-1 hereto.
- That it shall not request, demand and or seek additional payment for any work associated with the Contract Documents and shall not present any change orders to the Town. Should the Town direct deviation from the Work specifically identified in the Contract Documents, Contractor shall be entitled to a change order.

31. PATENT RIGHT

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

32. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

33. CORRECTION OF WORK

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor from any obligation under or upon this contract.

34. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL, AND SUPPLIES:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

35. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1ST To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2ND. To protect the Town from loss due to defective work not remedied. OR

3RD. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

36. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith

shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefor.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

37. TERMINATION:

A. TERMINATION FOR CAUSE, if through any case, the Contractor shall fail to fulfill in a timely manner, its obligations

under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following;

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

38. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are

consistent with the safety of that portion of the work .

d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations; so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work , temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

39. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work , the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work , without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

40. TOWN ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

41. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

42. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

43. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its

removal, drilling and blasting, wedging , sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

44. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC Association	American Institute of Steel Construction American Standard
ASA	American Society of Civil Engineers
ASTMA	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

45. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

46. MATERIALS

Samples - Inspection - Approval, unless otherwise expressly

provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work . All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shipped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements and pay for the test.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation for the work.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

47. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

48. MAINTENANCE OF TRAFFIC

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

Payment shall be made by the Town for watchman, flagman, signalman or any other maintenance of traffic including police.

49. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear,

where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the contract sum as set forth in Exhibit A-1.

50. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

51. PRESERVATION OF TREES

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced at his expense before the completion of the contract.

52. INSPECTION OF WORK AWAY FROM THE SITE

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

53. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish

or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such a case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer.

Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

54. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

55. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

56. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

57. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations

58. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall

rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

59. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

60. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

61. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas..

62. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

63. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

64. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

65. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

66. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the contract sum as set forth in Exhibit A-1 attached hereto.

67. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164 -1 to and including Chapter 164 -13

68. INSURANCE/HOLD HARMLESS

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expenses which the Town may suffer or for which the Town may be liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this agreement, whether or not due in whole or in part of any act, omission or negligence of the Town or any of his representatives or employees.

The Contractor shall provide the Town with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury	\$2,000,000	\$5,000,000
Property Damage	\$1,000,000	\$5,000,000
Personal Injury	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including Coverage of owned & Rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees, that Thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Town of Trumbull Purchasing Agent. Additionally, the Contractor shall provide adequate statutory Workman's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B").

, Witness

MARK IV CONSTRUCTION, INC.

BY
Its Authorized Agent

, Witness

EXHIBIT A-1

CONTRACT SUM – Not to Exceed Price One Million Seventy Eight Thousand Five Hundred DOLLARS 00/100 CENTS (\$1,078,500.00) Payable as follows:

1. A lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that twenty-five percent (25%) of the Work has been completed and approval of invoice by Trumbull;
2. A Second lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that fifty percent (50%) of the Work has been completed and approval of invoice by Trumbull;
3. A third lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that seventy-five percent (75%) of the Work has been completed and approval of invoice by Trumbull;
4. A final lump sum payment in the amount of Two Hundred Sixty Nine Thousand Six Hundred Twenty Five DOLLARS 00/100 CENTS (\$269,625.00) 30 days after verification by Trumbull that one hundred percent (100%) of the Work has been completed and approval of invoice by Trumbull.



Sanitary Sewer Improvements

SPECIAL NOTES

Scope of Work

The contractor shall provide all labor, material and equipment required to perform work of Replacing Chimneys and Sanitary Sewer Repairs at the location described in the bid documents, plans and specifications and as directed by the Town Engineer or his designee.

This work is further described as follows:

Cut Bituminous Concrete Pavement:

The contractor shall saw cut the bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

This work will not be measured for payment and will be included in the cost of "Chimney Replacements" or Sanitary Sewer Point Repair

Excavation for Chimney Replacements and Sanitary Sewer Point Repairs:

All trench excavated material including but not limited to soil, asphalt, pipe, and existing chimneys shall be removed from the trench, loaded into trucks and transported to Indian Ledge Park and deposited at the location designated by the Trumbull DPW. The contractor will provide trucks to haul the material from the project site to Indian Ledge Park. All pipe, asphalt and existing chimney shall be separated prior to loading trucks for disposal at Indian Ledge.

Bedding material shall be provided by the contractor and will be included in the price for chimneys and pipe.

Granular trench backfill material will be provided by the Town of Trumbull and will be loaded into the Contractor's trucks by the Contractor at Indian Ledge Park. The contractor will provide equipment to load trucks and trucks to haul the material to the project site.

Processed aggregate base material will be provided by the Town of Trumbull and will be loaded by Contractor at Indian Ledge Park. The contractor will provide trucks to haul the material to the project site.

The gates to Indian Ledge Park are open from 7:30 AM to 3:00 PM during normal Town business days. The contractor will need to make arrangements with Trumbull DPW for access to Indian Ledge Park outside of these normal hours.

Chimney Replacement Items (Items 300, 310, 320, 330, 340):

The Contractor will remove and replace chimneys at the locations as shown on the plans or as directed by the Town Engineer or assigned representative.

The Contractor will remove and replace the existing chimney sections and reconnect main-line and lateral pipes with approved repair collars and fittings.

Sanitary Sewer Point Repair Items (Items, 400, 410, 420, 430, 440):

The Contractor will remove and replace damaged sanitary sewer pipe at the locations as shown on the plans or as directed by the Town Engineer or assigned representative.

Dust Control:

The Contractor is responsible for dust control which may require sweeping and/or the application of calcium chloride. There will be no separate payment for dust control.

Temporary Pavement Repair:

The Contractor shall place temporary bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

SPECIAL CONDITIONS

TIME FOR COMPLETION, CONTRACT TIME AND LIQUIDATED DAMAGES

1. The work under this Contract shall commence within twenty-one (21) calendar days of the Notice to Proceed / Purchase Order. After the work has begun, it shall continue in an orderly fashion such that all contract work is completed within two-hundred and ten (210) calendar days from the date of commencement.
2. Two-hundred and ten (210) calendar days will be allowed for completion of the work on this project and the liquidated damages charge to apply will be Nine Hundred Dollars (\$900.00) per calendar day.

CONSTRUCTION LAYOUT

1. All proposed improvement locations will be marked in the field by the Town of Trumbull or its designated construction observer prior to construction.
2. The Contractor is responsible for notifying " Call Before You Dig" (811 or 1- 800-922-4455) at least two full working days in advance of the excavation work to locate buried utility pipes and cables.
3. The Contractor is responsible for layout of all of the proposed work. No additional payment will be made for layout.

COMMUNICATION

1. All communications, written and via telecommunications shall be made to:

Frank Smeriglio
Trumbull Town Engineer Trumbull Town Hall
5866 Main St.
Trumbull, CT 06611
Tel. : 203-452-5050
Email: fsmeriglio@trumbull-ct.gov

or to the assigned field representative.

TIME RESTRICTIONS

1. In Order to provide for traffic operations as outlined in the

Special Provision "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with at least one lane of alternating traffic lanes on:

Monday through Friday between 6:00 AM and 9:00 AM
Monday through Friday between 3 :00 PM and 7 :00 PM

OTHER LIMITATIONS

1. Work on Daniels Farm Road, McGuire Road, Hurd Road and Booth Hill Road will occur over the summer Months when the schools are out of session.
2. The Contractor is notified that the intent of this Contract is to provide sanitary sewer repairs throughout the Town of Trumbull at locations to be determined by the Town. All costs shall be applicable at locations throughout the Town of Trumbull and shall not be based on work at any specific location.
3. Excavation shall be accomplished in such a manner that underground utilities or structures are not damaged. The Contractor shall properly support and protect all existing utilities to prevent damage. There will be no separate measurement or payment for support of and protection of existing utilities and such costs are to be included in the contract sum as set forth in Exhibit A-1. Any damage uncured to utilities during excavation operations shall be the contractor's sole responsibility. All excavation shall be in conformance with the latest OSHA requirements.
4. Areas outside the project limit line disturbed by construction shall be returned to their original condition or better. The cost for this work shall be borne by the contractor at no additional cost to the Town.
5. All removal of excess material encountered during construction shall be included in the contract sum as set forth in Exhibit A-1.
6. The Contractor shall obtain a street opening permit from the Town of Trumbull for all repairs. Permit fees for the street opening permit will be waived. During emergency situations, the Contractor shall obtain a street opening permit within five working days of the start of work.
7. The Contractor must ensure that school bus traffic is unimpeded during the prosecution of this work. The Contractor shall include all measures required to allow access and safe passage for school buses in the contract item for "Maintenance and Protection of Traffic." The Contractor shall coordinate construction activities to permit safe school bus drop-off and pickup around construction

activities.

8. All temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of the work day/night. Access to all driveways and existing roadways must be maintained through the duration of the project.
9. Longitudinal dropdowns greater than 3 inches will not be allowed during those periods when the maximum number of lanes of through traffic are required. The Contractor shall temporarily provide a 4H: 1V traversable slope of suitable material in those areas where a longitudinal dropdown exists. The cost of furnishing, installing and removing this material shall be included in the contract sum as set forth in Exhibit A-1.

, Witness

MARK IV CONSTRUCTION, INC.

BY
Its Authorized Agent

, Witness

Town of Trumbull
Sanitary Sewer Improvements

TECHNICAL SPECIFICATIONS

Standard CT DOT Form 816 Items

Cut Bituminous Concrete Pavement:

The contractor shall saw cut the bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative .

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06.05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement
Delete Article 4.06.05 Basis of Payment

This work will not be measured for payment and will be included in the cost of "Chimney Replacements" or Sanitary Sewer Point Repair

Temporary Pavement Repair:

The Contractor shall place bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06.05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement
Delete Article 4.06.05 Basis of Payment

Contractor shall provide all materials, equipment, tools, labor, transportation, operations and all work incidental to the Temporary Pavement Repair in accordance with the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Upon verification by Contract to Town of the costs of asphalt material, the Town shall reimburse Contractor for only the costs of the asphalt material in excess of three inches.

**Item No. 200 Pavement Repair (less than 200 square yards)
Item No. 2010 Pavement Repair (more than 200 square yards)
Item No. 200 Pavement repair for Hurd Road**

The Contractor shall place bituminous concrete pavement at the locations as shown on the plans and details, or as directed in the field by the Town Engineer or assigned representative.

All work shall be in accordance with Article 4.06 of CT DOT FORM 816, dated July 2015 with the exception of Articles 4.06.04 and 4.06.05 which are amended and modified as follows:

Delete Article 4.06.04 Method of Measurement and Replace with the following:

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Payment for this Work shall be in accordance with the Not to Exceed Contract Sum as set forth in Exhibit A-1 of the General Specification. There will be no separate measurement of area for 2" milling, tack coat, and saw cutting.

Delete Article 4.06.05 Basis of Payment

Payment for this Work shall be in accordance with the Not to Exceed Contract Sum as set forth in Exhibit A-1 of the General Specification which price shall include materials, equipment, tools, labor, transportation, operations and all work incidental thereto.

Base Bid Pay Items

- Item No. 300 – SANITARY CHIMNEY REPLACEMENT (0' – 9.9'
Deep)
- Item No. 310 – SANITARY CHIMNEY REPLACEMENT (10' – 14.9'
Deep)
- Item No. 320 – SANITARY CHIMNEY REPLACEMENT (15' – 19.9'
Deep)
- Item No. 330 – SANITARY CHIMNEY REPLACEMENT (20' – 24.9'
Deep)
- Item No. 340 – SANITARY CHIMNEY REPLACEMENT (25' – 30'
Deep)

ALTERNATE Bid Pay Items

- Item No. 400 – SANITARY SEWER POINT REPAIR (0' – 9.9' Deep)
- Item No. 410 – SANITARY SEWER POINT REPAIR (10' – 14.9'
Deep)
- Item No. 420 – SANITARY SEWER POINT REPAIR (15' – 19.9'
Deep)
- Item No. 430 – SANITARY SEWER POINT REPAIR (20' – 24.9'
Deep)
- Item No. 440 – SANITARY SEWER POINT REPAIR (25' – 30' Deep)

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes
 - 1. PVC Gravity
Pipe and Fittings
 - 2. Precast Concrete
Chimneys

1.2 REFERENCES

- A. ASTM D2412 - Standard Test Method for External Loading Properties of Plastic Pipe by Parallel-Plate Loading.
- B. ASTM D2444 - Standard Test Method for Impact Resistance of Thermo-plastic Pipe and Fittings by Means of a Tup (Falling Weight).
- C. ASTM D3034 - Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
- D. ASTM D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

- E. ASTM F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- F. ASTM F679 - Specification for Polyvinyl Chloride (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

1.3 SUBMITTALS

- A. Submit specifications and shop drawings for materials and equipment furnished under this Section.
- B. Prior to first shipment of pipe, submit certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.4 QUALITY ASSURANCE

- A. Each type of PVC pipe and fittings shall be from a single manufacturer.

- B. Inspection of the pipe will also be made by the Owner after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

A. Gravity Pipe

1. Polyvinyl chloride (PVC) pipe shall be of the size indicated on the Drawings or as specified and shall conform to the latest revision of ASTM D3034, Type SOR 35 for diameters less than or equal to 15 inch diameter and ASTM F679 for pipe greater than 15 inch diameter. Standard laying lengths shall not exceed 14.0 feet.
2. Joints shall be elastomeric gasket joints and shall provide a watertight seal. Assembly of joints shall be in accordance with ASTM D3212.
3. The minimum "pipe stiffness" (load divided by change in inside diameter in direction of load application) at 5% deflection shall be at least 46 psi for pipe tested in accordance with ASTM D2412.
4. No shattering or splitting shall be evident when 150 ft.-lbs. and 210 ft.-lbs. is impacted on 4 inch and 6 inch diameter pipe, respectively, in accordance with ASTM Method of Test D2444.
5. Pipe lengths and fittings to be used on the project shall be clearly marked on the outside in bold type with the name of the manufacturer, pipe size, pipe material, pipe class, and ASTM designation.
6. Lateral Service Chimneys
 - a. Pipe and fittings shall be 6 inch diameter and be of the same material as the main line PVC pipe.
 - b. Construct service chimneys with precast concrete sections. Cast-in-place chimneys will not be acceptable.

PART 3 EXECUTION

3.1 HANDLING PIPE AND FITTINGS

- A. Take care in loading, transporting, and unloading to prevent injury to the pipe. Do not drop pipe or fittings. Examine pipe and fittings before installing, and no piece shall be installed that is found to be defective.
- B. If any defective pipe is discovered after it has been installed, remove and replace it with a sound pipe in a satisfactory manner. Thoroughly clean pipe and fittings before installing, keep clean until they are used in the work, and conform to the lines, grades and dimensions required when installed.
- C. Pipe ends requiring cutting shall be cut square without damage to the remaining pipe. Bevel cut pipe ends 1/8 inch at approximately 30 degrees

to provide proper assembly of the joint. Beveling can be done with a coarse file or portable grinder.

- D. Support stored pipe from below at not more than 3 foot intervals to prevent deformation . Do not stack pipe higher than 6 feet . Store pipe and fittings in a manner which will keep them at ambient outdoor temperatures . Provide temporary shading as required to meet this requirement. Simply covering of the pipe and fittings which allows temperature buildup when exposed to direct sunlight will not be permitted.

3.2 Installation

- A. No single piece of pipe shall be laid unless it is generally straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inch per foot of length. If a piece of pipe fails to meet this required check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.
- B. Install piping and fitting true to alignment and grade. If necessary, each length of pipe shall be cleaned out before installation.
- C. All PVC gravity pipe shall be installed on a bed of 3/4-inch crushed stone borrow and have a minimum depth of 6 inches. The 3/4-inch crushed stone borrow shall also completely encase the pipe and cover the pipe to a grade 6 inches over the top of the pipe for the entire width of the trench. Bellholes shall be made in the 3/4-inch crushed stone borrow bedding such that the pipe shall be uniformly supported throughout the entire length of the barrel section.
- D. Deflections in Pipe Alignment
 1. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long-radius curves are permitted, the amount of deflection allowed shall not exceed that required for satisfactory making of the joint, and shall be approved by the Engineer.
 2. Prior to deflecting the pipeline, the spigot of the pipeline should be marked flush with the bell end to assure that the spigot is not withdrawn excessively as the result of the deflection . After the pipe is deflected, an adequate depth of jointing material must remain on the side where the spigot is away from home and an adequate width of caulking space must remain on the opposite side of the pipe at the face of the bell.
 3. The maximum deflection recommended by the manufacturer when using any pipe system must be observed when deflecting a pipeline.
 4. In general all radius curves called for on the Drawings or permitted at the time of construction are to be made using full lengths of pipe. The use of short lengths of pipe and extra joints in order to make a smaller radius turn will not be allowed without the written approval of Engineer.
- E. Unsuitable Laying Conditions
 1. No pipe shall be laid in water, in an unsuitable trench or during unsuitable weather conditions.

F. Chimney Construction Methods

1. The Contractor shall carefully place the pipe, fittings and precast concrete sections forming the house service chimney in accordance with the standard detail for "Precast Concrete Chimney." The pipe fittings shall be braced and supported as necessary to ensure they stay in the proper position while the precast concrete sections are placed. Chimneys shall be constructed in such a manner that loads are not transferred to the mainline pipe or tee.

PART 4 METHOD OF MEASUREMENT

Sanitary chimney replacements will be measured as units. The depth category for the item "Sanitary Chimney Replacement" will be determined by measuring from the existing ground surface elevation down to the invert of the existing sanitary sewer main at the chimney location. There will be no separate measurement for removal of existing chimneys. There will be no separate measurement for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main, or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Sanitary point repairs will be measured as units. The depth category for the item "Sanitary Point Repair" will be determined by measuring from the existing ground surface elevation down to the invert of the existing sanitary sewer main at the point repair location. There will be no separate measurement for removal of existing pipe at repair locations. There will be no separate measurement for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

PART 5 BASIS OF PAYMENT

Sanitary sewer chimney replacements will be paid for at the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications Each for "Sanitary Chimney Replacement" of the depth noted, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto. There will be no separate payment for removal of existing chimneys at replacement locations. There will be no separate payment for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main or bypass pumping. All such costs are to be included in the Not to Exceed Price as set forth herein. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other

**Town of Trumbull
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Traffic" shall be included in the Not to Exceed Price as set forth herein. Contractor is to supply crushed stone bedding; Town shall provide gravel fill and process which shall be transported by Contractor from Indian Ledge Park.

Sanitary Point Repairs will be paid for at the Contract unit price each for "Sanitary Point Repair" of the depth noted, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto. There will be no separate payment for removal of existing pipe at repair locations . There will be no separate payment for excavation, backfill, temporary pavement, pipe stubs (including repair collars) required to reconnect to existing sanitary main orbypass pumping. All such costs are to be included in the Not to Exceed Price as set forth herein. Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein. Contractor is to supply crushed stone bedding; Town shall provide gravel fill and process which shall be transported by Contractor from Indian Ledge Park.

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Base Bid Pay Items

PAY	DESCRIPTION	PAY
300	SANITARY CHIMNEY REPLACEMENT (0' - 9.9' DEEP)	Ex. A-1
=310	SANITARY CHIMNEY REPLACEMENT (10' - 14.9'	Ex. A-1
320	SANITARY CHIMNEY REPLACEMENT (15' - 19.9'	Ex. A-1
330	SANITARY CHIMNEY REPLACEMENT (20'-24.9'	Ex. A-1
340	SANITARY CHIMNEY REPLACEMENT (25' - 30' DEEP)	Ex. A-1

Alternate Bid Pay Items

PAY	DESCRIPTION	PAY
400	SANITARY SEWER POINT REPAIR (0' - 10' DEEP)	Ex. A-1
410	SANITARY SEWER POINT REPAIR (10' - 14.9' DEEP)	Ex. A-1
420	SANITARY SEWER POINT REPAIR (15' - 19.9' DEEP)	Ex. A-1
430	SANITARY SEWER POINT REPAIR (20' - 24.9' DEEP)	Ex. A-1
440	SANITARY SEWER POINT REPAIR (25' - 30' DEEP)	Ex. A-1

ITEM 0971001A MAINTENANCE AND PROTECTION OF TRAFFIC

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed Price as Set forth in Exhibit A-1 of the General Specifications. Maintenance and Protection of Traffic and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the foregoing, the Town shall make payment for any Flagman and/or Police necessary for proper Maintenance and Protection of Traffic. . All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Article 9.71.01--Description is supplemented by the following:

The Contractor shall maintain and protect traffic in the project area. The Contractor shall submit a plan showing proposed Maintenance and Protection of Traffic measures for approval by the Town of Trumbull and the Engineer prior to the start of construction activities.

ALL ROADWAYS

The Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 - Construction Method is supplemented as follows:

Signing

The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports and foundations, shall be paid for under the item "Maintenance and Protection of Traffic." Temporary overhead sign supports and

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foundations shall be paid for under the appropriate item(s).

SIGNING PATTERNS

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS: Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder . For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

In the case of lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. If a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern .

PLACEMENT OF SIGNS: Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area . Signs shall be installed on

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the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

Allowable Adjustment of Signs and Devices
Shown on the Traffic Control Plans

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I — MINIMUM LENGTHS

POSTED SPEED LIMIT MILES PER	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the Trumbull DPW.

SECTION 2. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 2.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 2.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 2.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area
- 2.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, State Police may use traffic slowing techniques, including the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the two TMAs and sign crew should continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

- 2.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

- 2.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic . This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 2.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered .
- 2.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway . Any signs or devices on the opposite side of the roadway shall be installed and removed separately .

SECTION 3. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

- 3.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed . If conditions warrant , additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 3.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow .
- 3.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 3.d) The Flashing Arrow board display shall be in the "arrow" mode for lane closure tapers and in the "caution" mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder . The Flashing Arrow shall be in the "caution" mode when it is positioned in the closed lane.
- 3.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.
- 3.f) If the required number of Flashing Arrows is not available, the traffic control pattern shall not be installed.

SECTION 4. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 4.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 4.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration.
- 4.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 4.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SECTION 5. GENERAL

- 5.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available, the traffic control pattern shall not be installed.
- 5.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 5.c) Failure of the Contractor to have the required minimum number of signs and equipment, which results in the not being installed, shall not be a reason for a time extension.
- 5.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 6. WORK ZONE SAFETY MEETING AGENDA

- 1) Review Project scope of work and time.
- 2) Review requirements of the Trumbull Police Department traffic control.
- 3) Review Work Zone Safety Procedures.
- 4) Review Contractor's schedule and method of operations.
- 5) Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.

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- 6) Open discussion of work zone questions and issues.

- 8) Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

SERIES 16 SIGNS

Code	Number	W	H
16-E	80-1605	84"	60"
16-H	80-1608	60"	42"
16-M	80-1613	30"	24"

Code	Number	W	H
16-S	80-1619	48"	30"

THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED- ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMP PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMP, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

31-1905 48" x 42"

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN

80-9612

REV'D 1-02

CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
REQUIRED SIGNS

APPROVED J.Carey DATE 1-02
PRINCIPAL ENGINEER

NOTES FOR TRAFFIC CONTROL PLANS

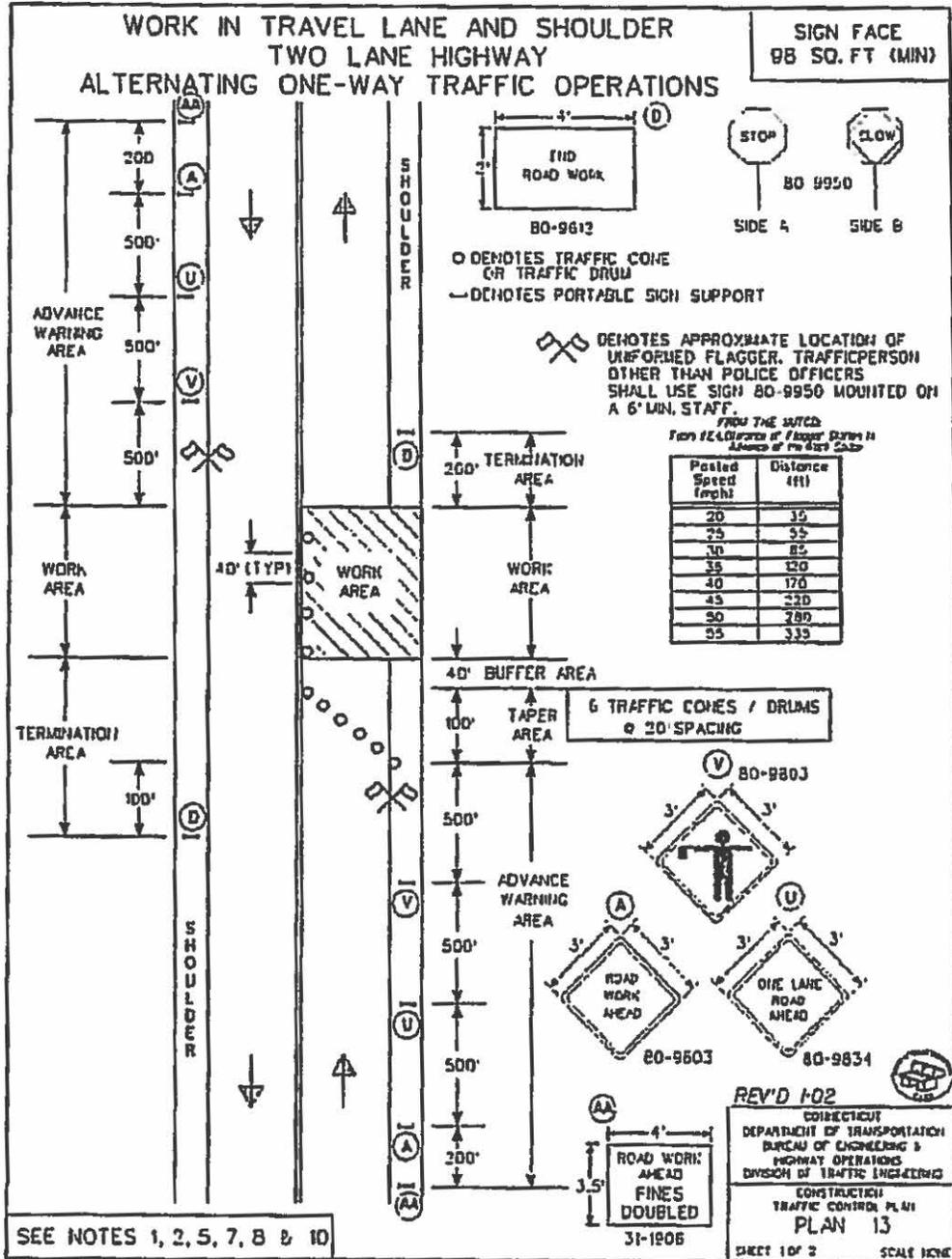
1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 12 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR LANE CLOSURES ONE (1) MILE OR LONGER, A "REDUCE SPEED TO 45 MPH" SIGN SHALL BE PLACED AT THE ONE MILE POINT AND AT EACH MILE THEREAFTER.
10. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
11. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.

REV'D 1-02



CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
NOTES



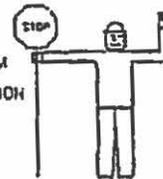
WORK IN TRAVEL LANE AND SHOULDER
TWO LANE HIGHWAY
ALTERNATING ONE-WAY TRAFFIC OPERATIONS

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.04 FLAGGER PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 60-9250) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND HOLD THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7, 8 & 10

REV'D 1-02

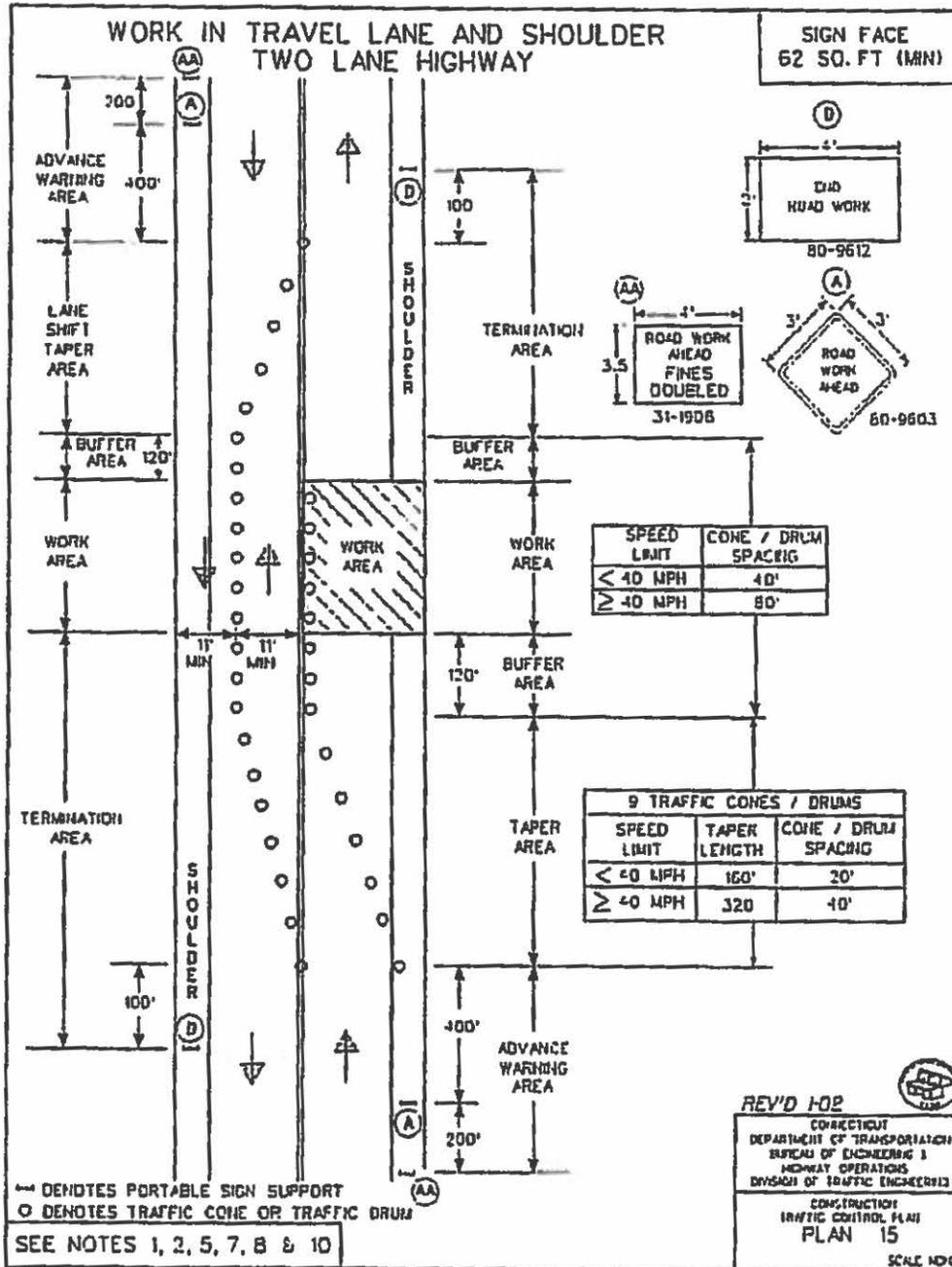
CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING &
HIGHWAY OPERATIONS
DIVISION OF TRAFFIC ENGINEERING

CONSTRUCTION
TRAFFIC CONTROL PLAN
PLAN 13

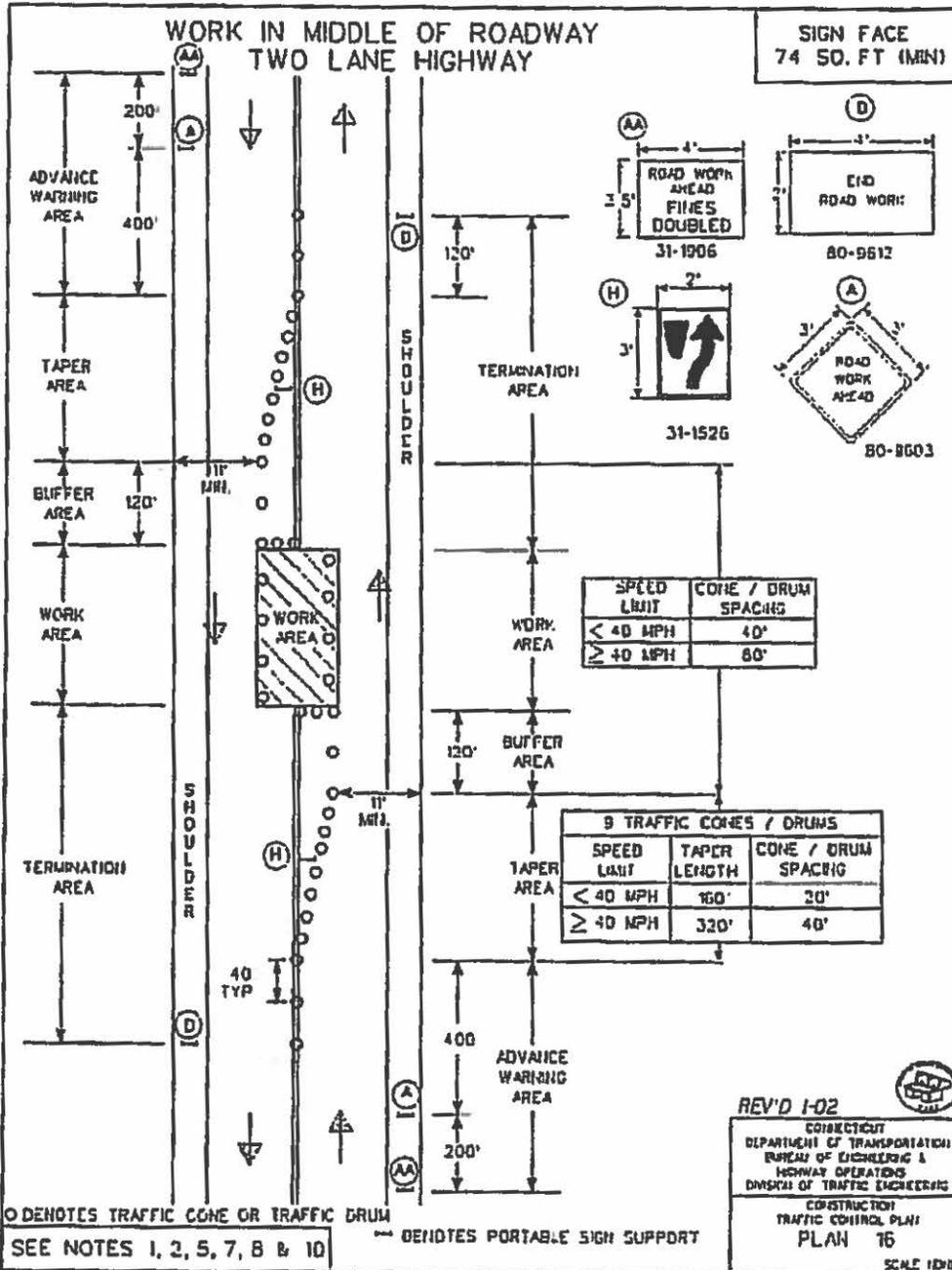
SHEET 2 OF 2 SCALE NONE

APPROVED J. Corey DATE 1-02
PRINCIPAL ENGINEER

Town of Trumbull
Sanitary Sewer Improvements

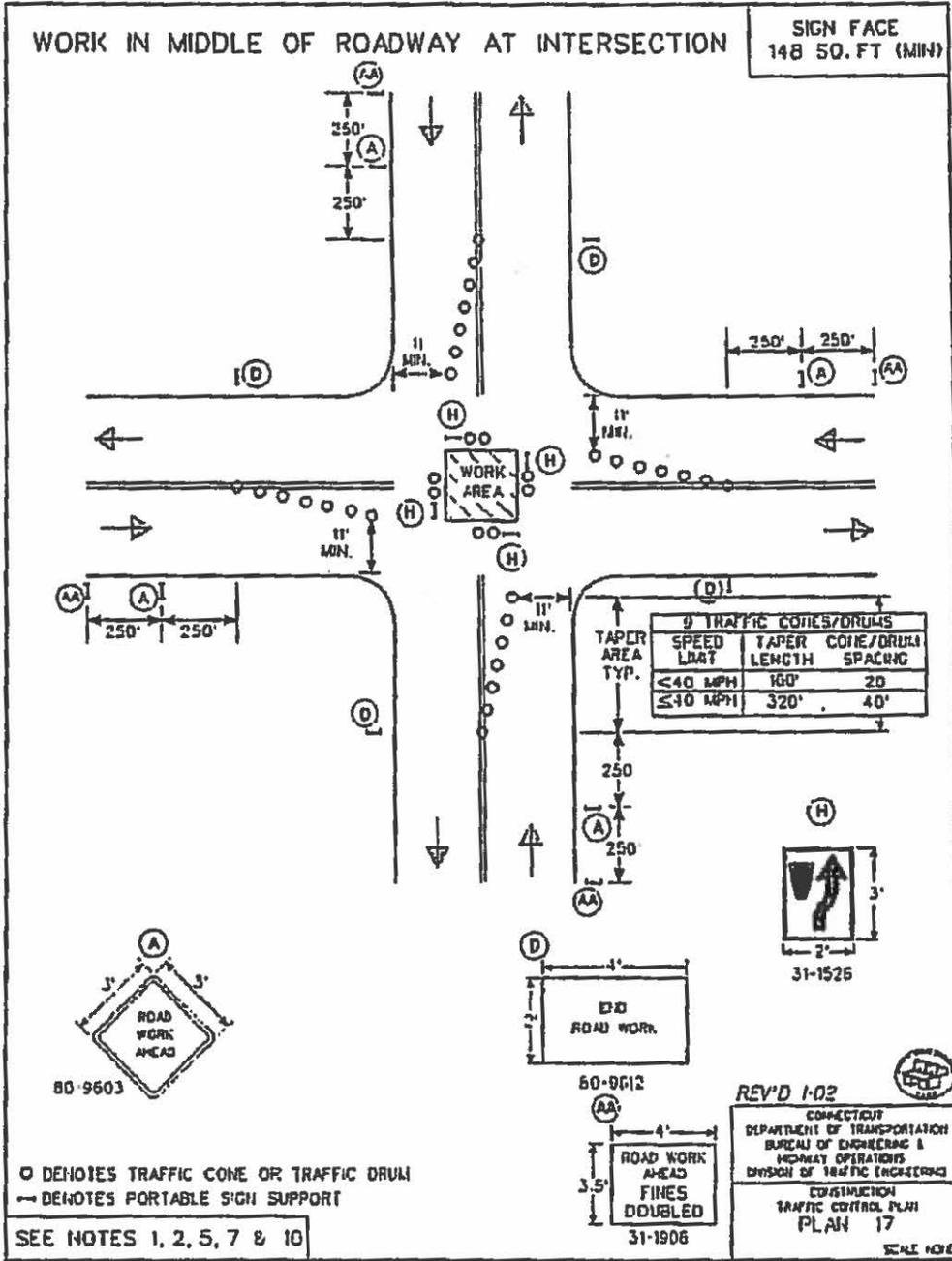


Town of Trumbull
Sanitary Sewer Improvements

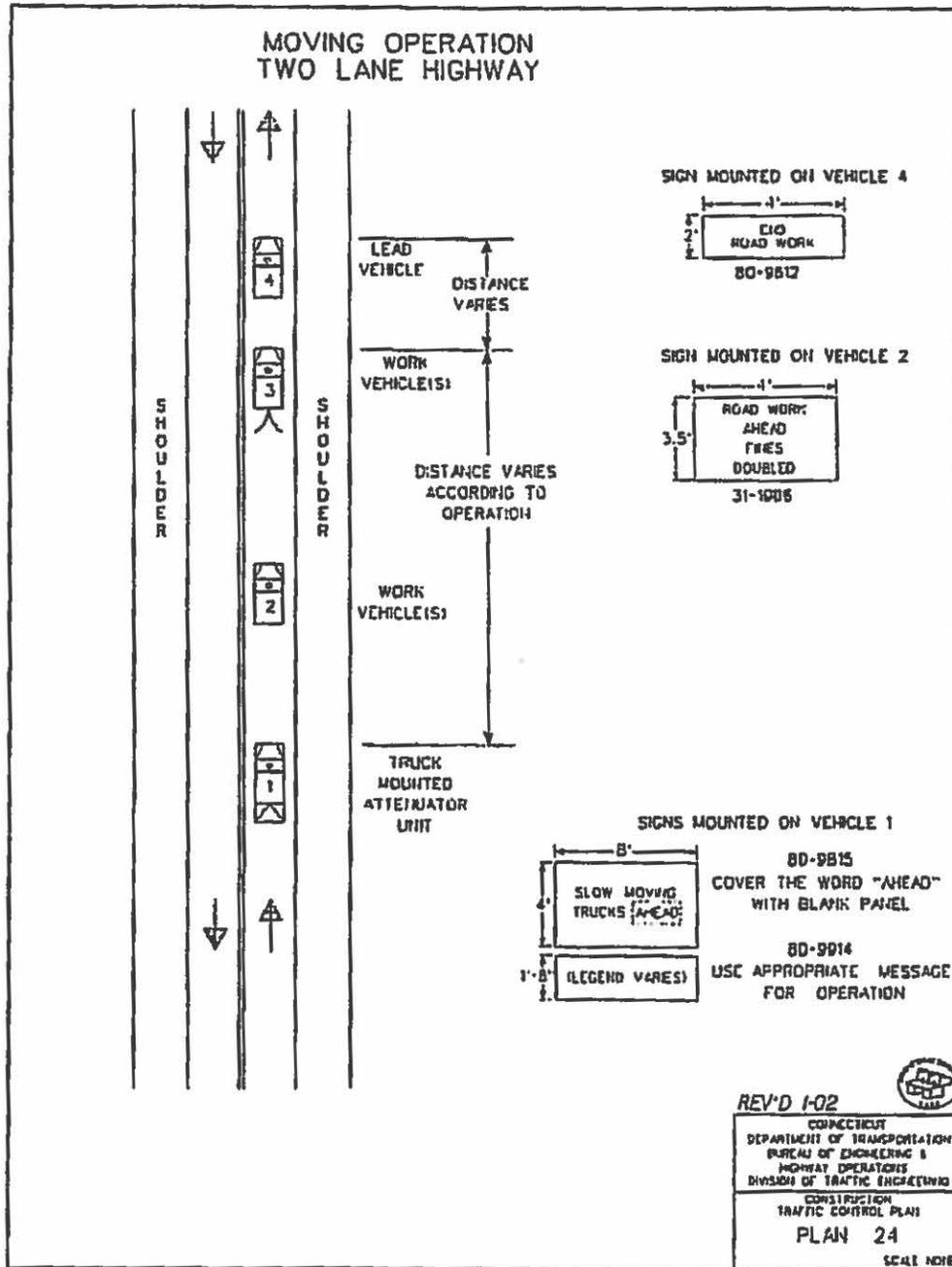


APPROVED J. Carey DATE 1-02
PRINCIPAL DESIGNER

Town of Trumbull
Sanitary Sewer Improvements



APPROVED J. Corey DATE 1-02
PRINCIPAL ENGINEER



APPROVED John D. McCall DATE 1-30-02
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment is supplemented by the following:

Furnishing, installing, and removing the material for the temporary traversable slope in those areas where a longitudinal dropdown exists shall be included in "Maintenance and Protection of Traffic".

Temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing and removing temporary sign supports and foundations if necessary during construction of the project shall be included in "Maintenance and Protection of Traffic".

There will be no direct payment for "Maintenance and Protection of Traffic". The price for "Maintenance and Protection of Traffic" and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the foregoing, the Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

ITEM #1220011A - CONSTRUCTION SIGNS - TYPE III REFLECTIVE SHEETING

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications. **CONSTRUCTION SIGNS - TYPE III REFLECTIVE SHEETING** and all materials, equipment, tools and labor incidental thereto shall be included in the Not to Exceed Price as set forth herein.

Article 12.20.01 - Description: The Contractor shall furnish construction signs with Type III reflective sheeting and their required portable supports or metal sign posts that conform to the requirements of NCHRP Report 350 (TL-3) and to the signing requirements stated in Article 9.71 "Maintenance and Protection of Traffic," as shown on the plans and/or as directed by the Engineer.

Article 12.20.02 - Materials: Prior to using the construction signs and their portable supports, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Portable sign supports shall be designed and fabricated so that the signs do not blow over or become displaced by the wind from passing vehicles. Portable sign supports shall be approved by the Engineer before they are used.

Mounting height of signs on portable sign supports shall be a minimum of 1 foot and a maximum of 2 feet, measured from the pavement to the bottom of the sign.

All sign faces shall be rigid and reflectorized. Reflective sheeting shall conform to the requirements of Article M.18.09.01 (Type III). Sheet aluminum sign blanks shall conform to the requirements of Article M.18.13. Metal sign posts shall conform to the requirements of Article M.18.14. Application of reflective sheeting, legends, symbols, and borders shall conform to the requirements specified by the reflective sheeting manufacturer. Attachments shall be provided so that the signs can be firmly attached to the portable sign supports or metal posts without causing damage to the signs.

The following types of construction signs shall not be used: mesh, non-rigid, roll-up.

The following portable sign support systems or equivalent systems that meet the above requirements may be used:

- Korman Model #SS548 flexible sign stand with composite aluminum sign substrate (APOLIC)
- Traffix "Little Buster" dual spring folding sign stand with corrugated polyethylene (0.4 in. thick) sign substrate (InteCel)

**Town of Trumbull
Sanitary Sewer Improvements**

Article 12.20.03 – Construction Methods: Ineffective signs, as determined by the Engineer and in accordance with the ATSSA guidelines contained in "Quality Standards for Work Zone Traffic Control Devices", shall be replaced by the Contractor at no cost to the Town.

Signs and their portable supports or metal posts that are no longer required shall be removed from the project and shall remain the property of the Contractor.

Article 12.20.04 – Method of Measurement: There will be no direct measurement or payment for Construction Signs - Type III Reflective Sheeting. The cost of this item, including sign supports, shall be included in the unit price for the individual sanitary sewer repair items of the type and depth noted.

Article 12.20.05 – Basis of Payment: There will be no direct payment for Construction Signs – Type III Reflective Sheeting required and used on the project. The cost of this item, including sign supports, maintenance of the signs and all hardware, shall be included in the Not to Exceed Price as set forth in Exhibit A-1 of the General Specifications.

Inlet Protection

There will be no method of measurement or basis of payment for this item. The cost of this item is to be included in the Not to Exceed price as set forth in Exhibit A-1 of the General Specifications. Maintenance and Protection of Traffic and all materials, equipment, tools and labor incidental thereto shall be included in the general cost of all other pay items. Notwithstanding the foregoing, the Town shall make payment for any flagman and/or police officers necessary for proper Maintenance and Protection of Traffic. All other materials, equipment, tools and labor incidental to the "Maintenance and Protection of Traffic" shall be included in the Not to Exceed Price as set forth herein.

Description:

This work shall consist of installation of inlet protection at catch basin at the locations and in conformance with the details as shown on the plans or as directed by the Engineer.

Materials:

All materials shall be provided by the Contractor and shall meet the current standards of the affected service.

1. Siltsack ® shall be manufactured by ACF Environmental, 2831 Cardwell Road, Richmond, VA 23237 or approved equal.

Construction Methods:

The contractor shall install the Siltsack in accordance with the manufacturer's recommendations. The contractor shall maintain and clean the Siltsack when filled or directed. The contractor shall dispose of the material accumulated in the Siltsack in accordance with all applicable regulations.

Method of Measurement and Basis of Payment: The work and materials shall not be measured for payment.

EXHIBIT

B

EXHIBIT

C

RELEASE - GENERAL

To all to whom these Presents shall come or may Concern,

Greeting: Know Ye, Town of Trumbull, a Municipal Corporation organized under the Laws of the State of Connecticut, hereinafter designated as the Releasor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful Money of the United States of America, to the Releasor in hand paid by Mark IV Construction Company, Inc, Manuel Moutinho and Thomas DellaBitta, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge Manuel Moutinho, Thomas DellaBitta and Mark IV Construction Company, Inc., its past and present members, agents, employees, their successors and assigns and their personal and/or legal representatives, insurers and sureties the (hereinafter designated as the "Releasees") of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

More particularly to release the Releasees of any and all claims with regards to a certain lawsuit pending with the Waterbury Superior Court in Waterbury, Connecticut under Docket No: UWY-CV-11-6013394 entitled Town of Trumbull Water Pollution Control Authority v. Mark IV Construction Company, Et. Al.

Notwithstanding the foregoing, nothing herein shall be construed as a release or waiver of any claim for indemnification, cause of action, special defense, claims or demands, in law or in equity, which against Mark IV Construction Company, the Releasor or Town of Trumbull ever had, now has or hereafter can or may have, for, upon or by reason of any matter, cause or thing whatsoever regarding a certain lawsuit pending with the Judicial District of Fairfield at Bridgeport entitled Brian Sullivan vs. Town of Trumbull et. al., Docket Number 14-6047264.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words Aheirs, executors, administrators, personal or legal representatives, successors and assigns@ had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has signed and sealed this instrument or caused these presents to be signed this ____ day of _____, 2016.

STATE OF CONNECTICUT)

) ss: Trumbull
COUNTY OF FAIRFIELD)

_____, 2016

Personally appeared, _____ and known to me to be the person with authority to execute this document on behalf of the Trumbull Water Pollution Control Authority described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

EXHIBIT

D

RELEASE - GENERAL

To all to whom these Presents shall come or may Concern,

Greeting: Know Ye, Mark IV Construction Company, Inc. Manuel Moutinho and Thomas DellaBitta, hereinafter designated as the Releasor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful Money of the United States of America, to the Releasor in hand paid by Town of Trumbull, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge The Town of Trumbull, its past and present members, agents, employees, board members, elected and/or appointed officials in both their individual and representative capacity and their successors and assigns and their personal and/or legal representatives (hereinafter designated as the "Releasees") of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasees, the Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words Aheirs, executors, administrators, personal or legal representatives, successors and assigns@ had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has signed and sealed this instrument or caused these presents to be signed this ____ day of _____, 2016.

**Signed, Sealed and Delivered in the present of
or Attested by**

Mark IV Construction Company

**BY:
Its:
Duly Authorized Agent**

STATE OF CONNECTICUT)

COUNTY OF _____)

ss: _____, 2016

Personally appeared, Thomas DellaBitta who executed the foregoing release, and acknowledged that he executed the same as his free act and deed.

Signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

CONFIDENTIAL AND PROPRIETARY

WASTEWATER AGREEMENT

by and among

WATER POLLUTION CONTROL AUTHORITY FOR THE CITY OF BRIDGEPORT,

THE CITY OF BRIDGEPORT,

WATER POLLUTION CONTROL AUTHORITY OF TRUMBULL,

and

THE TOWN OF TRUMBULL

Dated as of July 1, 2016

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WASTEWATER AGREEMENT

This Wastewater Agreement (the "Agreement") is made and entered into as of July 1, 2016, by and among WATER POLLUTION CONTROL AUTHORITY FOR THE CITY OF BRIDGEPORT ("WPCA"), the CITY OF BRIDGEPORT ("Bridgeport"), solely with respect to Section 3.2(e), Section 7 and Section 8.14 hereof, the WATER POLLUTION CONTROL AUTHORITY OF TRUMBULL ("Trumbull WPCA") and the TOWN OF TRUMBULL (the "Town") (the Trumbull WPCA and the Town, collectively, "Trumbull").

RECITALS

WHEREAS, the WPCA is a municipally owned entity created pursuant to Conn. Gen. Stat. Section 7-245, et. seq., Title 13.04.020 of the City of Bridgeport Code of Ordinances for the purposes of operating a Wastewater System;

WHEREAS, the Trumbull WPCA is a water pollution control authority designated by the Town of Trumbull pursuant to Conn. Gen. Stat. Section 7-245, et. seq.;

WHEREAS, the Town is a municipal corporation created by the General Assembly of the State of Connecticut and located within Fairfield County within said state;

WHEREAS, the Town and the WPCA were previously parties to a certain agreement between the WPCA and the Town, dated March 25, 1998 whereby Trumbull conveyed its Wastewater to the Wastewater System of the WPCA and WPCA accepted and treated Trumbull's Wastewater (the "1998 Agreement");

WHEREAS, the 1998 Agreement terminated July 1, 2012;

WHEREAS, since July 1, 2012, Trumbull continues to be customers of the WPCA in that Trumbull sends their Wastewater to the WPCA;

WHEREAS, beginning July 1, 2012 and continuing to June 30, 2016, the WPCA has invoiced Trumbull at the same Sewer Use Rate as all other customers of the WPCA;

WHEREAS, the Town has objected to the Sewer Use Rate charged to it by the WPCA (the "Dispute");

WHEREAS, there is now pending between the Town, the WPCA and Bridgeport, the following court cases pending in the Connecticut Superior Court:

- Town of Trumbull v. City of Bridgeport and WPCA, Docket No. FBT-CV-14-6041918;
- Town of Trumbull v. City of Bridgeport and WPCA, Docket No. FBT-CV-14-6044082;
- WPCA v. Town of Trumbull, Docket No. FBT-CV-14-6044337;

- Town of Trumbull v. City of Bridgeport and WPCA, Docket No. HHB-CV-15-6027970; and
- Town of Trumbull v. City of Bridgeport and WPCA, Docket No. FBT-CV-15-6051020; and
- First Selectman, Town of Trumbull, et. al. v. Freedom of Information Commission, Docket No. HHB-CV-15-6027970.

The cases referenced above are hereinafter referred to collectively as the “Litigation.”

WHEREAS, the Parties agree to settle the Dispute and Litigation upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, undertakings, representations, warranties and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms have the respective meanings set forth below:

“1998 Agreement” shall have the meaning given to it in the Recitals hereof.

“Bridgeport” shall have the meaning given to it in the Recitals hereof.

“Bridgeport Event of Default” shall have the meaning given to it in Section 6.4 hereof.

“CCF” shall have the meaning given to it in Section 2.5 hereof.

“Claim(s)” shall have the meaning given to it in Section 7.2(a) hereof.

“Delivery Points” means the physical connection points and associated meters at which Wastewater from Trumbull is received by the WPCA hereunder, located (i) on the corner of Leeland Street and Sunnydale Road on the City and Town border, and (ii) at the intersection of Pond Street and Summit Street in Bridgeport, Connecticut, the meter for such connection point is located at 119 White Plains Road, Trumbull, Connecticut, as shown on Exhibit A attached hereto.

“Dispute” shall have the meaning given to it in the Recitals hereof.

“Exit” shall mean the specific date upon which Trumbull permanently and completely stops discharging and/or conveying any and all Wastewater into the WPCA Wastewater System, based upon meter readings at the Delivery Points, and commences on a going forward basis

discharging and/or conveying Trumbull Wastewater into a Wastewater System other than the WPCA Wastewater System.

"Fiscal Year Surcharge Cap" shall have the meaning given to it in Schedule 2.3 hereof.

"Force Majeure Event" shall have the meaning given to it in Section 5.1 hereof.

"Governmental Approval" means any law, rule or regulation of any Governmental Authority and any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority (including, without limitation, zoning variances, special exceptions and non-conforming uses).

"Governmental Authority" means any federal, state, regional, departmental, municipal or local government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity having jurisdiction.

"Laws" shall mean federal, state, municipal, local or other laws, rules, regulations, requirements, guidelines, orders, injunctions, building and other codes, ordinances, permits, licenses, authorizations, judgments, decrees of federal, state, local or other authorities, and all orders, writs, decrees and consents of any governmental or political subdivision or agency thereof, or any court or similar Person established by any such governmental or political subdivision or agency thereof including without limitation the Internal Revenue Code of 1986, as amended, and any successor statute of similar import, and the rules and regulations promulgated thereunder, in each case in effect from time to time.

"Litigation" shall have the meaning given to it in the Recitals hereof.

"Losses" shall have the meaning given to it in Section 4.1 hereof.

"Maintenance" means all emergency, predictive, preventative, corrective and ongoing maintenance, repair or replacement of the Wastewater System of a non-capital nature performed in accordance with the Prudent Maintenance and Operating Practices and the terms and provisions of this Agreement, as necessary to repair and maintain the Wastewater System in good working order and repair and in a neat and orderly condition.

"MGD" means millions of gallons per day.

"Monthly Average Flow" shall mean the total flow of Wastewater for the subject month as measured at the Delivery Points, divided by the number of days in such month.

"Municipality" shall have the meaning set forth in Section 7-245 of the Connecticut General Statutes, as amended from time to time.

"Parties" shall mean the parties to this Agreement.

“Person” shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof or any other entity.

“Prudent Maintenance and Operating Practices” means the practices, methods and acts engaged in or approved by the wastewater treatment industry for comparable projects that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable Laws, permit requirements and standards regarding reliability, safety, environmental protection, reasonable economy and expedition. Prudent Maintenance and Operating Practices include, but are not limited to, taking all reasonable steps to provide that: (a) adequate materials, resources and supplies necessary to meet the operation, Maintenance, repair and replacement obligations are available; (b) a sufficient number of operators are available and are adequately trained to operate the respective facilities properly and efficiently and to respond to emergency conditions; (c) preventive, routine and corrective Maintenance and repairs are performed properly; (d) appropriate monitoring and testing is done to ensure that equipment is functioning as designed and to provide assurance that equipment will function properly under both normal and emergency conditions; and (e) equipment is not operated in a careless or imprudent manner or in a manner unsafe to workers, the general public or the environment.

“Renewal Period” shall have the meaning given to it in Section 2.2(a) hereof.

“Settlement Payment” shall have the meaning given to it in Section 2.6 hereof.

“Sewage” shall have the meaning set forth in Section 7-245 of the Connecticut General Statutes, as amended from time to time.

“Sewers” shall mean all facilities of Trumbull for collection, conveyance or transportation, storage, and pumping of sanitary sewage and industrial wastewater that Trumbull discharges into the WPCA’s Wastewater System but specifically excluding all watercourses and Storm Sewers.

“Sewer Use Ordinance” means the WPCA’s ordinance, order, regulation or policy which establishes the requirements for Persons discharging wastewater to the Wastewater System of the WPCA, as the same may be amended from time to time.

“Sewer Use Rate” shall have the meaning given to it in Section 2.5 hereof.

“Storm Sewer” shall mean any pipe, conduit or other structure, outlet or drain, designed to carry storm and surface waters, drainage, groundwater or unpolluted water from any source, but specifically excluding Sewage.

“Term” shall have the meaning given to it in Section 2.2 hereof.

“Town” shall have the meaning given to it in the Recitals hereof.

“Trumbull” shall have the meaning given to it in the Recitals hereof.

“Trumbull Discount” shall have the meaning given to it in Section 2.5 hereof.

“Trumbull Event of Default” shall have the meaning given to it in Section 6.6 hereof.

“Trumbull Indemnatee” shall have the meaning given to it in Section 4.1 hereof.

“Trumbull Parties” shall have the meaning given to it in Section 7.2(a) hereof.

“Trumbull Sewer Use Charge” shall have the meaning give to it in Section 2.5 hereof.

“Trumbull WPCA” shall mean the Water Pollution Control Authority of Trumbull.

“Wastewater” shall mean Sewage together with any other substance, liquid or solid that enters into the Wastewater System.

“Wastewater System” shall mean any device, equipment, appurtenance, plant facility and method of collecting, transporting, receiving, reducing, treating, reclaiming, separating, disposing of or discharging Sewage or the residue from the treatment of Sewage, including any component of any of the foregoing.

“Well Water Users” shall have the meaning given to it in Section 2.5 hereof.

“West Side Treatment Plant” shall mean the WPCA’s West Side Water Pollution Abatement Facility and all improvements thereto, owned by the WPCA located at 205 Bostwick Avenue, Bridgeport, Connecticut.

“WPCA Event of Default” shall have the meaning given to it in Section 6.1 hereof.

“WPCA Indemnatee” shall have the meaning given to it in Section 4.2 hereof.

“WPCA Parties” shall have the meaning given to it in Section 7.2(a) hereof.

SECTION 2. RECEIPT OF WASTEWATER; TERM

2.1 Receipt of Wastewater.

Subject to the terms and conditions of this Agreement, during the Term, and Renewal Period, if any, WPCA agrees to accept, convey and treat Wastewater originating within Trumbull and delivered to the WPCA at the Delivery Points.

2.2 Term and Termination.

(a) The term of this Agreement shall be for the period commencing as of July 1, 2016 and continuing for a period of ten (10) years until June 30, 2026 (the “Term”), unless earlier terminated pursuant to the provisions of Sections 2.2(b) or 6.8(b) hereof ; provided; however, if Trumbull does not fully and completely Exit the WPCA Wastewater System on or prior to the

expiration of the Term, then the Parties agree that the term of this Agreement shall be automatically extended and continue for an additional three (3) years commencing July 1, 2026 until June 30, 2029 (the "Renewal Period"), unless earlier terminated pursuant to the provisions of Sections 2.2(b) or 6.8(b) hereof.

(b) If no Trumbull Event of Default has occurred and is continuing and Trumbull is ready and able to fully and completely Exit the WPCA Wastewater System on and after the seventh year of the Term but prior to the expiration of the Term, or on or after the tenth year of the Term but prior to the expiration of the Renewal Period, as applicable, and provides the WPCA with reasonable supporting evidence of such ability and intent to fully and completely Exit the WPCA Wastewater System on and after the seventh year of the Term but prior to the expiration of the Term, or on or after the tenth year of the Term but prior to the expiration of the Renewal Period, as applicable, the Town, on behalf of itself and the Trumbull WPCA, may terminate this Agreement effective on or after the seventh year of the Term, or on or after the tenth year of the Term, as applicable, and upon two (2) years prior written notice, with such prior written notice provided on or after the fifth year of the Term, or on or after the tenth year of the Term, as applicable. If Trumbull is unable to fully and completely Exit the WPCA Wastewater System within two years from the date of such notice of early termination, neither the Town nor Trumbull WPCA shall be entitled to the Trumbull Discount.

(c) Notwithstanding the provisions of Section 8.11 hereof, in the event Section 2.5 hereof and/or this entire Agreement is found to be unenforceable and declared to be null and void by a court of competent jurisdiction, this Agreement shall be terminated and the Parties shall in good faith re-negotiate a substitute agreement which shall, to the greatest extent legally permissible, effect the intent of the Parties in this Agreement. To the extent allowed by applicable Law, during the period following any termination pursuant to this Section 2.2(c), the Trumbull Sewer Use Charge shall be equal to 100% of the then in place Sewer Use Rate. The provisions of this Section 2.2(c) shall survive any termination of the Agreement.

2.3 Maximum Flow.

It is understood and agreed that the WPCA's Wastewater System is limited to flows and pollutant loadings in accordance with applicable Laws and applicable Governmental Approvals. Trumbull agrees to the following limitations of its usage of the WPCA's Wastewater System:

Wastewater Volume (Million Gallons)

Facility	Maximum Daily Flow
West Side Treatment Plant	4.2

The WPCA agrees to accept up to a maximum Monthly Average Flow from Trumbull of 4.2 millions of gallons ("MGD") per day at the West Side Treatment Plant. Trumbull shall measure the cumulative flow of Wastewater for each month during the Term and Renewal Period, if any, from meters located at the Delivery Points and provide the WPCA with written reports of such readings on or before the 15th of each month during the Term and Renewal Period, if any.

In the event that the Monthly Average Flow from Trumbull exceeds 4.2 MGD, the billings and payments due pursuant to Section 2.7 hereof shall include the Monthly Average Flow in excess of the above limitations. Trumbull shall pay to the WPCA the surcharges as set forth and determined pursuant to Schedule 2.3 attached hereto. The Parties hereby agree that Trumbull and/or the Trumbull WPCA (1) shall be under no obligation to send any minimum flow amount of Wastewater to the WPCA; and (2) shall have the right in its sole and absolute discretion, to remove and/or redirect any portion of Trumbull's Wastewater from the WPCA's Wastewater System at any time during the Term or any Renewal Period; notwithstanding the foregoing, Trumbull shall, prior to redirecting any or all of its Wastewater from the WPCA's Wastewater System at any time during the Term or any Renewal Period, provide the WPCA with one hundred twenty (120) days prior written notice. Notwithstanding the foregoing, Trumbull shall only have the right to Exit the WPCA's Wastewater System pursuant to the termination provision as set forth in Section 2.2.

2.4 Metering.

(a) Trumbull, at Trumbull's expense, shall install, maintain and operate metering instruments for the measurement of Wastewater flows at the Delivery Points to measure and determine the quantity of Wastewater, which shall be measured in gallons, received by the WPCA hereunder. The WPCA shall have reasonable access to any such instrumentation at reasonable hours, and upon reasonable notice to Trumbull, and to be exercised in a reasonable manner including so as to cause minimal interference, the reading, calibrating, maintenance and adjusting thereof, and the changing of charts, shall be performed by Trumbull; provided, however, if Trumbull does not perform such functions in compliance with Law and this Agreement, the WPCA is authorized, at the sole reasonable cost and expense of Trumbull, to perform any and all of such functions. Trumbull shall provide the WPCA with all such flow data on a monthly basis, no later than the 15th day of each month. The WPCA may, but is not required to, install its own meters for obtaining information on the quantity and quality of Wastewater being received hereunder, provided that such equipment shall be operated and maintained in a manner that does not interfere with the installation, maintenance and operation of Trumbull's meters and associated metering equipment. Trumbull shall have access to such WPCA meters at reasonable hours, but the reading, calibration, maintenance and adjusting thereof and the changing of charts shall be performed only by the WPCA.

(b) If, at any time, either the WPCA or Trumbull observes a variation between its metering instruments and the metering instruments of the other party, such party shall promptly notify the other thereof and both Parties will then cooperate to verify the accuracy of such instruments. All calibration of instruments under this Section 2.4 shall be at the expense of the party owning and maintaining the instruments.

(c) In the event that any of Trumbull's meters, or the WPCA's meters, if applicable, is out of service or registers inaccurately as set forth in paragraph (g) below, measurement shall be determined:

(i) By using the registration of the appropriate meter of the other party, if installed and registering accurately, adjusted for losses between the metering points of the Parties; or

(ii) In the absence of an appropriately installed and accurately registering meter belonging to the other party, by making a mathematical calculation if upon a calibration test of the applicable meter a percentage of error is ascertainable; or

(iii) In the absence of (a) an installed and/or properly registering meter belonging to the other party; and (b) an ascertainable percentage of error, by estimating by reference to quantities measured during periods of similar conditions when the appropriate meter was registering accurately.

(d) The accuracy of each party's meters shall be tested and verified by such party on a semi-annual basis. In the event that either party notifies the other that it desires to test any of its own or the other party's meter(s), the Parties shall cooperate to secure a prompt verification of the accuracy of any such meter. Except as otherwise provided in paragraph (e) below, the party requesting the test shall pay for the test.

(e) If either party disputes the accuracy or condition of a meter belonging to the other party, it shall so advise the other party in writing. The owner of such meter shall, within fifteen (15) days after receiving such notice, advise the disputing party in writing as to its position concerning such meter and if the Parties are unable to resolve their disagreement through reasonable negotiations, then either party may engage an unaffiliated third party to test such meter. Should such meter be found to be accurate or in error by not more than plus or minus one percent, the disputing party shall bear the cost of inspection; otherwise the cost shall be borne by the meter's owner. Any repair or replacement shall be made at the owner's expense as soon as practicable, based on the third party's report.

(f) If, upon testing, any meter is found to be accurate or to be in error by not more than plus or minus one percent, previous recordings of such meter shall be considered accurate in computing deliveries hereunder, but such meter shall be promptly adjusted, if necessary, to record correctly. No adjustment in payment shall be made in this case.

(g) If, upon testing, any meter is found to be inaccurate by an amount exceeding plus or minus one percent, then such meter shall be promptly adjusted to record properly and any previous recordings by such meter shall be adjusted in accordance with Section 2.4(c) hereof or as follows. If no reliable information exists as to the period over which the meter was inaccurate it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the current testing date and the last previous date on which such meter was tested and found to be accurate. In any case, the payments made since the previous test of such meter shall be adjusted to reflect the corrected measurements determined pursuant to Section 2.4(c) hereof and this Section above. Any adjustment payments shall be made within one month of receipt of a corrected billing statement and, provided, further, adjustments shall not date back for more than 12 months.

(h) The Parties agree to test and calibrate meters in July and January of each year of the Term, and Renewal Period, if any, or more frequently at the option of the respective parties. The Parties shall have the right to be present whenever a Party reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts its meters hereunder. The Parties shall provide each other with timely notice in advance of taking of any of such actions.

(i) The records from the WPCA and Trumbull's meters shall remain the property of the WPCA and Trumbull, respectively, and shall be maintained and preserved for a period of at least three years from the date of preparation thereof or such longer period of time as required by Law. Upon request, each Party will submit to the other copies of its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof. The requesting party and its representatives shall be entitled to make and retain copies of such records, provided that the requesting party shall preserve the confidentiality of such records and shall not disclose the contents of same to any other party except as required by law. The requesting party shall communicate such confidentiality to all its employees and representatives with access to the records of the disclosing party.

2.5 Annual Charges.

The annual charge to Trumbull shall be the product of (1) the water usage for all applicable Trumbull users of the Bridgeport Wastewater System, including but not limited to the estimated water usage for all Well Water Users, measured in centum cubic feet ("CCF"), multiplied by (2) the sewer use rate adopted by the WPCA and then in effect (the "Sewer Use Rate") plus any applicable surcharges in accordance with Section 2 hereof (the "Trumbull Sewer Use Charge"), and then further multiplied by the discount rate, if any, provided in the table below (the "Trumbull Discount"):

<u>Year</u>	<u>Discount Against Published Sewer Use Rate</u>
Year 1	8%
Year 2	7%
Year 3	6%
Year 4	5%
Year 5	4%
Year 6	3%
Year 7	2%
Year 8	1%
Year 9 through Year 13	0%

The Parties agree to apply the Trumbull Discount solely as a condition to settlement of the Dispute and the Litigation to avoid the cost and expense associated with protracted litigation and court proceedings. Trumbull acknowledges and agrees that this Agreement does not entitle either the Town or Trumbull WPCA to any discount during the Term and Renewal Period, if any,

other than the Trumbull Discount during the Term. Neither the Town nor Trumbull WPCA shall be entitled to the Trumbull Discount if either the Town or Trumbull WPCA is in breach of any of the terms, provisions, covenants or obligations under this Agreement. The WPCA shall determine the Sewer Use Rate in accordance with applicable Law.

The Parties agree that the monthly statement for Wastewater treatment services for the months of July through May for each fiscal year of the Term and Renewal Period, if any, shall not be based on actual water usage but instead shall be based on an annual estimated CCF water usage billing amount for the fiscal year in question with one twelfth (1/12th) of such estimate used for each of the months of July through May with a true up in the month of June upon the availability of twelve (12) months of actual water readings. The Parties agree to use their commercially reasonable efforts to agree on a reasonable and fair estimate of the CCF water usage billing amount for the fiscal year in question and that Trumbull shall provide the WPCA with actual water readings for each quarter during the Term and Renewal Period, if any, within a commercially reasonable time period after Trumbull's receipt of such actual water readings. Notwithstanding the foregoing, the Parties agree that the CCF water usage billing amount and actual water readings for each fiscal year during the Term and Renewal Period, if any, shall include those Trumbull residential users of the Bridgeport Wastewater System that are not connected to the public water system and, instead, are utilizing private well systems, such residential users to be included at a minimum of 24 CCF per quarter for each fiscal year during the Term and Renewal Period, if any, (the "Well Water Users"). The Parties acknowledge and agree that, historically, such charge for private well systems has not been included in the annual CCF water usage billing amount for use by Trumbull of the Bridgeport Wastewater System, and that any and all Well Water Users shall be charged in accordance with Section 2.5 of this Agreement regardless of whether such Well Water Users were included in the CCF water usage billing amount prior to June 30, 2015.

2.6 Settlement of Arrearages.

The Parties agree that the amount of all unpaid Trumbull Sewer Use Charges for the period of July 1, 2012 through February 29, 2016, less a 3.6% discount, is \$1,373,196.65, as set forth on Schedule 2.6 hereof (the "Settlement Payment"). The Settlement Payment includes the installment paid by Trumbull on or about June 30, 2015 in the amount of \$842,000.00. The second installment of \$1,373,196.65 shall be paid on or before July 1, 2016.

2.7 Billing and Payment.

(a) On or before the last day of the month during the Term, or Renewal Period, if any, the WPCA shall provide Trumbull with a statement for all Wastewater treatment services provided during such month and calculated in accordance with Section 2.5 hereof.

(b) Trumbull shall pay the amount of such statements on or before 30 days from the statement invoice date. Any amount which is not so paid shall be subject to (i) interest and remedies as may be from time to time established by the WPCA and pursuant to applicable Laws, and (ii) the provisions of Section 4.6 hereof.

(c) If Trumbull in good faith disputes a statement received from the WPCA, Trumbull shall pay the undisputed amount of such statement, and the disputed portion shall either be adjusted as provided for in Section 2.4(g) or 2.4(f). Any billing adjustment later determined to be necessary shall be made in the next regularly prepared billing statement issued following such adjustment.

(d) Each of the Town and Trumbull WPCA hereby waive any and all rights which any of the Town or Trumbull WPCA may have pursuant to Law to appeal and/or object to the applicable Trumbull Sewer Use Charge and/or the Sewer Use Rate charged/assessed during the Term and any Renewal Period, if any, including but not limited to any claims related to the Trumbull Discount or any claims that the Town or Trumbull WPCA should be charged an alternative rate to the Trumbull Sewer Use Charge and/or the Sewer Use Rate.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties and Covenants of the Town.

The Town represents, warrants and covenants to each of the WPCA and Bridgeport as follows:

(a) **Organization.** The Town is a body corporate and politic constituting a municipal corporation which is validly existing under the Constitution and the laws of the State of Connecticut. The Trumbull WPCA is a municipal corporation validly existing under the Constitution and the laws of the State of Connecticut. The Town and Trumbull WPCA have all requisite power and authority to own those properties and conduct those businesses, respectively, presently owned or conducted by them, respectively.

(b) **Authorization; No Restrictions; Consents or Approvals.** The Town and Trumbull WPCA have full power and authority to enter into and perform this Agreement and all action necessary to authorize the execution and delivery of this Agreement and the performance by the Town and Trumbull WPCA of their respective obligations hereunder has been duly taken. This Agreement has been duly executed by each of the Town and Trumbull WPCA and constitutes the legal, valid, binding and enforceable obligation of each of the Town and Trumbull WPCA, enforceable against each of the Town and Trumbull WPCA in accordance with its terms subject to bankruptcy laws affecting creditor rights generally. The execution and delivery of this Agreement, the delivery of Wastewater and the consummation by each of the Town and Trumbull WPCA of the transactions contemplated herein, do not (i) conflict with or violate any of the terms of the charter or by-laws of the Town or Trumbull WPCA, as applicable, or, to the Town or Trumbull WPCA's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which the Town or Trumbull WPCA is bound or to which any property of the Town or Trumbull WPCA is subject, or constitute a default thereunder or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any license, permit or other governmental authorization to which the Town or Trumbull WPCA is a party or by which the Town or Trumbull WPCA may be bound, or result in the violation by the Town or Trumbull WPCA of any applicable Laws to

which the Town or Trumbull WPCA or any assets of the Town or Trumbull WPCA may be subject, which would materially adversely affect the transactions contemplated herein. Except for approval by the Town and Trumbull WPCA, no authorization, consent or approval of, notice to, or filing with, any public body or Governmental Authority or any other Person is necessary in connection with the execution and delivery by the Town or Trumbull WPCA of this Agreement.

(c) **Compliance With Law.** Each of the Town and Trumbull WPCA are presently in compliance in all material respects with all applicable Laws, and to the best of the Town and Trumbull WPCA's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring. Trumbull shall operate and maintain Trumbull's Wastewater System and perform its obligations, covenants and agreements hereunder in compliance in all material respects with all applicable Laws and consistent with Prudent Maintenance and Operating Practices. Trumbull shall comply in all respects with the Sewer Use Ordinance as well as all applicable Laws with respect to Trumbull's use of the WPCA's Wastewater System and delivery by Trumbull of Wastewater to the WPCA's Wastewater System. Notwithstanding the foregoing and for the purposes of this Agreement, Bridgeport and/or WPCA shall have no authority and/or jurisdiction to enforce its Sewer Use Ordinance directly against users of the Trumbull Wastewater System located within the geographical boundaries of the Town of Trumbull.

(d) **Pending Litigation.** There are no actions, suits, claims, enforcement actions, or proceedings pending or threatened against the Town or Trumbull WPCA or any Person by reason of such Person being an official or officer of the Town or Trumbull WPCA, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of the Town or Trumbull WPCA; nor is there outstanding any writ, order, decree, or injunction applicable to the Town or Trumbull WPCA that (i) calls into question the Town or Trumbull WPCA's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

(e) **Control of Infiltration and Inflow.** It is understood by the parties hereto that Trumbull's Wastewater System connected to the WPCA's Wastewater System shall not receive water or ground waters directly or indirectly from defective pipes, pipe joints, connections or manhole walls, surface drains, ditches or streams, storm or combined sewers, roof, areaway or foundation drains; or from any other means, in excess of the minimum practicable amount of infiltration/inflow as authorized by applicable Laws. Trumbull shall continue to take all reasonable efforts to evaluate and identify infiltration and inflow sources and to implement corrective action for identified solutions that are deemed cost-effective, and which are eligible for and for which the Trumbull receives funding for under the State of Connecticut Clean Water Fund Program, for removal (versus continuing to treat); and provided further, Trumbull shall take all reasonable efforts consistent with Prudent Maintenance and Operating Practices to evaluate, infiltration and inflow sources in the Trumbull Wastewater System that have an infiltration rate in excess of 1,500 gallons per day/diameter inch mile and to undertake mitigation measures consistent with Prudent Maintenance and Operating Practices.

(f) Use of the WPCA Wastewater System. The Parties agree that (i) for the purposes of this Agreement, the Town and Trumbull WPCA are customers of the WPCA in accordance with the Sewer Use Ordinance; and (ii) the users of the Wastewater System of the Trumbull WPCA are customers of the Trumbull WPCA. The Parties agree that Trumbull's use of the WPCA's Wastewater System pursuant to the terms of this Agreement is for the sole benefit of Trumbull. Neither the Town nor Trumbull WPCA shall convey to the WPCA's Wastewater System any Wastewater from a Municipality which is not a party to this Agreement without the prior written consent of the WPCA.

(g) Exit of the WPCA Wastewater System. The Town and Trumbull WPCA agree that they shall make all reasonable efforts to fully and completely Exit the WPCA Wastewater System prior to the end of the Term, and Renewal Period, if any, including but not limited to exploring other options and/or relationships to transport and treat Trumbull's Wastewater.

3.2 Representations, Warranties and Covenants of the WPCA.

The WPCA represents, warrants and covenants to Trumbull as follows:

(a) Organization. The WPCA is a municipal corporation which is validly existing under the Constitution and the laws of the State of Connecticut.

(b) Authorization; No Restrictions; Consents or Approvals. The WPCA has full power and authority to enter into and perform this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement and the performance by the WPCA of its obligations hereunder. This Agreement has been duly executed by the WPCA and constitutes the legal, valid, binding, and enforceable obligation of the WPCA, enforceable against the WPCA in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally. No authorization, consent, or approval of, notice to or filing with any Governmental Authority or any other Person is necessary or required in connection with the execution and delivery by the WPCA of this Agreement. The execution and delivery of this Agreement, the treatment of Wastewater and the consummation by each of Bridgeport and the WPCA of the transactions contemplated herein, do not (i) conflict with or violate any of the terms of the charter or by-laws of Bridgeport or the WPCA, as applicable or, to the WPCA or Bridgeport's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which Bridgeport or the WPCA is bound or to which any property of Bridgeport or the WPCA is subject, or constitute a default thereunder or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any license, permit or other governmental authorization to which Bridgeport or the WPCA is a party or by which Bridgeport or the WPCA may be bound, or result in the violation by Bridgeport or the WPCA of any assets of Bridgeport or the WPCA may be subject, which would materially adversely affect the transactions contemplated herein.

(c) Compliance With Law. The WPCA is presently in compliance in all material respects with all applicable Laws, and to the best of the WPCA's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has

occurred or is occurring. The WPCA shall operate the Wastewater System of the WPCA and perform its obligations, covenants and agreements hereunder in compliance in all material respects with all applicable Laws and consistent with Prudent Maintenance and Operating Practices.

(d) Pending Litigation. There are no actions, suits, claims, enforcement actions, or proceedings pending or threatened against the WPCA or any Person by reason of such Person being an official or officer of the WPCA, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of the WPCA; nor is there outstanding any writ, order, decree, or injunction applicable to the WPCA that (i) calls into question the WPCA's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

(e) Trumbull's Exit of the Wastewater System. The WPCA and Bridgeport acknowledge that they shall not take any action to hinder and/or delay the Town's and Trumbull WPCA's connection to a new system, and the WPCA and Bridgeport will reasonably assist the Town and Trumbull WPCA in obtaining any federal, state and/or local permits and or/licenses needed to effectuate connection to another sewer system; provided, however, if such assistance by the WPCA and/or Bridgeport require the expenditure of funds by the WPCA and/or Bridgeport, the WPCA and/or Bridgeport shall only be required to render such assistance to the Town or Trumbull WPCA upon the agreement by the Town or Trumbull WPCA to reimburse the WPCA and/or Bridgeport for such expenditures. Such reimbursement by the Town or Trumbull WPCA, as applicable, shall be made within 30 days of the WPCA's and/or Bridgeport's submission to the Town or Trumbull WPCA, as applicable, of reasonable supporting documentation for such expenditures. Such reasonable assistance by the WPCA and/or Bridgeport shall include, but not necessarily be limited to, (i) in no way inhibiting and/or restraining Trumbull from Exiting the WPCA Wastewater System on or after the seventh year of the Term, (ii) in no way inhibiting and/or restraining Trumbull from removing and/or redirecting any portion of Trumbull's Wastewater from the WPCA's Wastewater System at any time during the Term or any Renewal Period, provided however, that the WPCA's and/or Bridgeport's enforcement of the terms and provisions of this Agreement shall not be considered a restraint under these subsections (i) or (ii), or (iii) providing reasonable documentation and/or reasonable testimony as may be reasonably required from any Governmental Authority for Trumbull Exiting the WPCA Wastewater System.

(f) Control of Infiltration and Inflow. The WPCA shall continue to take all reasonable efforts to evaluate and identify infiltration and inflow sources that are deemed cost-effective, and which are eligible for and for which the WPCA receives funding for under the State of Connecticut Clean Water Fund Program, for removal (versus continuing to treat) and implement rehabilitation of the system to remove inflow and infiltration from the WPCA Wastewater System, all in accordance with the WPCA's existing long-term control plan submitted to the Connecticut Department of Energy and Environmental Protection.

SECTION 4. INDEMNIFICATION

4.1 Indemnification by the WPCA.

The WPCA shall, to the extent allowed by applicable Laws, defend, indemnify and hold harmless Trumbull and its officers, officials, directors, agents and employees (individually, a "Trumbull Indemnitee" and collectively the "Trumbull Indemnitees") from and against any and all claims, losses, deficiencies, liabilities, obligations, damages, penalties, punitive damages, judgments, costs, awards, expenses (including, without limitation, legal, accounting and consulting fees) and other liabilities of every kind (collectively, "Losses") incurred by a Trumbull Indemnitee to the extent caused by any inaccuracy or misrepresentation in or breach of any of the representations, warranties, covenants or agreements made by the WPCA in this Agreement or in any document, certificate or affidavit delivered by the WPCA pursuant to the provisions of this Agreement.

4.2 Indemnification by Trumbull.

Each of the Town and Trumbull WPCA shall, to the extent allowed by applicable Laws, jointly and severally, defend, indemnify and hold harmless the WPCA and Bridgeport and their respective officers, commissioners, officials, agents and employees (individually, the "WPCA Indemnitee" and collectively, the "WPCA Indemnitees") from and against any and all Losses, suffered by a WPCA Indemnitee, to the extent caused by any inaccuracy or misrepresentation in or breach of any of the representations, warranties, covenants or agreements made by Trumbull in this Agreement or in any document, certificate or affidavit delivered by the Town or Trumbull WPCA pursuant to the provisions of this Agreement.

4.3 Indemnification Payments.

All indemnity payments to be made under this Agreement, whether by the Town, Trumbull WPCA or the WPCA, shall be made in immediately available funds.

4.4 Procedure in Event of Indemnity.

(a) Notice to the indemnifying party shall be given promptly after receipt by any WPCA Indemnitee or Trumbull Indemnitee of actual knowledge of the commencement of any action or the assertion of any claim that will likely result in a claim for indemnity pursuant to this Agreement. Such notice shall be in writing and shall set forth in reasonable detail the nature of such action or claim to the extent known, and include copies of any written correspondence from the Person asserting such claim or initiating such action. The indemnifying party shall be entitled, at its own expense, to assume or participate in the defense of such action or claim. In the event that the indemnifying party assumes the defense of such action or claim, the defense shall be conducted by counsel chosen by such indemnifying party and approved by the party seeking indemnification, which approval shall not be unreasonably withheld.

(b) With respect to actions as to which the indemnifying party does not exercise its right to assume the defense, the party seeking indemnification shall assume and control the defense of and contest such action with counsel chosen by it and approved by the indemnifying

party, which approval shall not be unreasonably withheld. The indemnifying party shall be entitled to participate in the defense of such action, the cost of such participation to be at its own expense. The indemnifying party shall be obligated to pay the reasonable attorneys' fees and expenses of the party seeking indemnification to the extent that such fees and expenses related to claims as to which indemnification is payable under Section 4.1 or 4.2, as such expenses are incurred. The party seeking indemnification shall have full rights to dispose of such action and enter into any monetary compromise or settlement.

(c) Both the indemnifying party and the party seeking indemnification shall cooperate fully with one another in connection with the defense, compromise, or settlement of any such claim or action, including, without limitation, by making available to the other all pertinent information and witnesses within its control.

4.5 Remedies Cumulative.

The remedies provided for herein shall be cumulative and shall not preclude assertion by any party of any other rights or the seeking of any other remedies against any other party in accordance with applicable Laws.

4.6 Set-Off.

In the event WPCA becomes entitled to indemnification pursuant to this Section 4, the WPCA shall have the immediate right, exercisable with or without notice to the Town or Trumbull WPCA, to offset the amount of any such indemnitee claim against amounts then owing or to become owing by the WPCA to the Town or Trumbull WPCA under this Agreement, or otherwise. The rights of the WPCA under this Section 4.6 shall be in addition to, and not in limitation of, any other rights which it may have.

4.9 Survival.

This Section 4 shall survive any termination of this Agreement.

SECTION 5. FORCE MAJEURE

5.1 Force Majeure Event.

If either party is prevented from performing any of its obligations hereunder, due to any act of God, hurricane, tornado, epidemic, landslide, lightning, earthquake, fire, explosion, flood or similar occurrence; an act of public enemy, war, blockade, insurrection, riot, general unrest, or restraint of government and people, civil disturbance or similar occurrence, the failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the area of the Wastewater System of each of the Town, Trumbull WPCA, Bridgeport and the WPCA to provide and maintain and assure the maintenance of all utilities and services, which failure is beyond the control of the Parties; supply failure resulting from design, structural or hidden defects, equipment failure, disruption or other system interruption not due to the fault of or beyond the control of such Party; the enactment, adoption, promulgation, interpretation or reinterpretation or modification, after the date first set above, of any Laws which

establishes or alters the requirements of operation, testing or any other features of wastewater treatment, (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performing party shall exercise all reasonable efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

SECTION 6. EVENTS OF DEFAULT

6.1 Events of Default by the WPCA.

The occurrence of any of the events set forth below, in each case unless and to the extent caused by a Force Majeure Event, shall, at the option of Trumbull, constitute an event of default of this Agreement by the WPCA (a "WPCA Event of Default"):

(a) Entry into bankruptcy, reorganization or similar proceeding by the WPCA or its successors for the readjustment, arrangement, composition or adjustment of any debts under the United States Bankruptcy Code, as amended, or any part thereof, or under any other Laws, for the release of debtors, now or hereafter existing.

(b) General assignment by the WPCA or its successors for the benefit of any of its creditors.

(c) A representation, covenant or warranty made in writing by and/or on behalf of the WPCA or Bridgeport in this Agreement and/or in any certificate and/or other document delivered pursuant hereto and/or otherwise in connection with any of the transactions contemplated hereby, shall prove to be false, misleading and/or incorrect in any material respect when made or deemed made.

(d) Failure of the WPCA to otherwise comply in any material respects with any of the obligations, covenants, agreements or provisions of this Agreement.

6.2 The WPCA Cure Rights.

Upon the occurrence of a WPCA Event of Default described in Sections 6.1(c) or 6.1(d) above, such WPCA Event of Default shall not automatically occur and, instead, the Town shall provide written notice of such WPCA Event of Default to WPCA, identifying the specific nature of the WPCA Event of Default. The WPCA shall have a period of 120 days following receipt of such notice to cure a WPCA Event of Default under Sections 6.1(c) or 6.1(d), or use its commercially reasonable efforts to commence cure of a WPCA Event of Default which is not capable of being cured within such 120 day period.

6.3 Remedies for Events of Default by the WPCA.

(a) Notice of Event of Default. Upon the occurrence of a WPCA Event of Default and upon conclusion of the cure periods set forth in Section 6.2, if any, the Town shall deliver notice to such effect to the WPCA describing the WPCA Event of Default and describing, if the

Town so desires, the remedies the Town shall seek in connection with such WPCA Event of Default.

(b) Remedies. Upon the occurrence of a WPCA Event of Default, subject to any applicable cure periods, Trumbull shall have all those rights and remedies allowed by applicable Laws or equity and pursuant to this Agreement; provided, however, neither the Town nor Trumbull WPCA shall have the right to terminate this Agreement.

6.4 Events of Default by Bridgeport.

The occurrence of any of the events set forth below, in each case unless and to the extent caused by a Force Majeure Event, shall, at the option of Trumbull, constitute an event of default of this Agreement by Bridgeport (a "Bridgeport Event of Default"):

(a) Failure of Bridgeport to comply in any material respect with any of the obligations, covenants, agreement or provisions of Section 3.2(e), Section 7, or Section 8.14 of this Agreement.

6.5 Bridgeport Cure Rights.

(a) Upon the occurrence of a Bridgeport Event of Default described in Sections 6.4, such Bridgeport Event of Default shall not automatically occur and, instead, the Town shall provide written notice of such Bridgeport Event of Default to each of Bridgeport and the WPCA, identifying the specific nature of the Bridgeport Event of Default. Bridgeport shall have a period of 120 days following receipt of such notice to cure a Bridgeport Event of Default under Section 6.4, or use its commercially reasonable efforts to commence cure of a Bridgeport Event of Default which is not capable of being cured within such 120 day period.

(b) Remedies for Bridgeport Event of Default. Upon the occurrence of a Bridgeport Event of Default, subject to any applicable cure periods, Trumbull shall have all those rights and remedies allowed by applicable Laws or equity and pursuant to this Agreement; provided, however, neither the Town nor Trumbull WPCA shall have the right to terminate this Agreement.

6.6 Events of Default by Trumbull.

The occurrence of any of the events set forth below, in each case unless and to the extent caused by a Force Majeure Event, shall constitute an event of default of this Agreement by Trumbull (a "Trumbull Event of Default"):

(a) Entry into bankruptcy, reorganization or similar proceeding by the Town or Trumbull WPCA or its successors for the readjustment, arrangement, composition or adjustment of any debts under the United States Bankruptcy Code, as amended, or any part thereof, or under any other Laws, for the release of debtors, now or hereafter existing.

(b) General assignment by the Town or Trumbull WPCA or its successors for the benefit of any of its creditors.

(c) Failure to pay any amounts owed hereunder within thirty (30) days after such amount is due.

(d) If any representation, covenant or warranty made in writing by and/or on behalf of the Town or Trumbull WPCA in this Agreement and/or in any certificate and/or other document delivered pursuant hereto and/or otherwise in connection with any of the transactions contemplated hereby, shall prove to be false, misleading and/or incorrect in any material respect when made or deemed made.

(e) Failure to otherwise comply in any material respect with any of the other obligations, covenants, agreements or provisions of this Agreement.

6.7 Trumbull Cure Rights.

Upon the occurrence of a Trumbull Event of Default, the WPCA must provide written notice of the Trumbull Event of Default to Trumbull, identifying the specific nature of the Trumbull Event of Default. Trumbull shall have a period of (i) ten days following receipt of such notice to cure a Trumbull Event of Default under Section 6.6(c) or (ii) 30 days following receipt of such notice to cure a Trumbull Event of Default under Section 6.6(d) or 6.6(e), or use its commercially reasonable efforts to commence cure of a Trumbull Event of Default which is not capable of being cured within such 30 day period.

6.8 Remedies for Events of Default by Trumbull.

(a) Notice of Event of Default. Upon conclusion of the cure periods set forth in Section 6.7, if the Trumbull Event of Default has not been cured by Trumbull, the WPCA shall declare such event a Trumbull Event of Default by delivery of written notice to such effect to Trumbull, describing the Trumbull Event of Default, Trumbull's failure to cure, declaring such event a Trumbull Event of Default and describing, if the WPCA so desires, the remedies the WPCA shall seek in connection with such Trumbull Event of Default.

(b) Remedies. Upon the occurrence of a Trumbull Event of Default, subject to any applicable cure periods, the WPCA shall have all those rights and remedies allowed by applicable Laws or equity and pursuant to this Agreement, including but not limited to, the right to terminate this Agreement.

SECTION 7. RELEASE

7.1 Release.

Each of the Parties covenant and agree to immediately withdraw the Litigation following full execution and delivery of this Agreement.

The Parties further agree that the Superior Court for the Judicial District of Bridgeport shall have continuing jurisdiction to resolve any and all Claims relating to this Agreement including without limitation the enforceability of the terms and provisions of this Agreement.

7.2 Mutual Release.

(a) The WPCA and Bridgeport, individually and collectively, for good and valuable consideration from Trumbull, the receipt and sufficiency of which are hereby acknowledged, on behalf of the WPCA and Bridgeport and its respective predecessors, successors and affiliated entities, and their respective employees, officers, officials, directors, attorneys, representatives, partners, agents and assigns (collectively, the "WPCA Parties"), hereby completely releases, and forever discharges Trumbull, and its predecessors, successors, and affiliated entities, and its employees, officers, officials, directors, attorneys, representatives, partners, agents and assigns (collectively, the "Trumbull Parties"), from any and all actions, causes of action, dues, sums of money, damages, judgments, charges, complaints, claims, liabilities, obligations, promises, suits, rights, demands, costs, losses, debts, accounts, reckonings, controversies, contracts, variances, trespasses, liens, costs and expenses (including attorneys' fees and costs actually incurred) whatsoever, in law or equity, known or unknown, including the Dispute and Litigation, (collectively the "Claims"), against the Trumbull Parties, which the WPCA Parties may have had on or before the date of execution of this Agreement with respect to the Dispute or the Litigation.

(b) Each of the Town and Trumbull WPCA, individually and collectively, for good and valuable consideration from the WPCA and Bridgeport, the receipt and sufficiency of which are hereby acknowledged, on behalf of the Trumbull Parties, hereby completely releases, and forever discharges the WPCA Parties from any and all Claims against the WPCA Parties, which the Trumbull Parties may have had on or before the date of execution of this Agreement with respect to the Dispute or the Litigation.

(c) Notwithstanding the foregoing Sections 7.2(a) and 7.2(b), the Parties are not releasing each other with respect to any claims occurring after the date of execution of this Agreement, including, but not limited to, future violations of the Sewer Ordinance, this Agreement or any other agreements that may be entered into by the Parties, and the Parties reserve all of their rights and defenses with respect to any such claims. Moreover, nothing in this Section 7.2 shall be construed as a release and/or waiver of Trumbull's right in the future to allege any claims against sewer use rates adopted, subsequent to the expiration of the term of this Agreement, by the WPCA, whether such expiration of the term of this Agreement be the result of a lapse of the term of this Agreement, or by operation of any other provision of this Agreement.

SECTION 8. GENERAL PROVISIONS

8.1 Publicity.

For the period commencing on the date first set forth above and ending on January 1, 2018, no officers, officials, employees, agents or representatives of each of the Town, Trumbull WPCA, Bridgeport or WPCA who shall vote to approve this Agreement shall, without the prior written consent of the WPCA and Bridgeport, on the one hand, and the Town and Trumbull WPCA, on the other hand, which consent shall not be unreasonably withheld, make any derogatory public announcement concerning the transactions contemplated hereby.

8.2 Relationship between the Parties.

Neither party to this Agreement and none of the agents, employees, representatives, or independent contractors of such party shall (i) be considered an agent, employee or representative of the other party for any purpose whatsoever, (ii) have any authority to make any agreement or commitment for the other party or to incur any liability or obligation in the other party's name or on its behalf, or (iii) represent to any other Person that any of them has any right so to bind the other party hereto. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the Parties.

8.3 Notices.

Any notice, report, demand, waiver, consent or other communication given by a party under this Agreement (each a "notice") shall be in writing, may be given by a party or its legal counsel, and shall be deemed to be duly given (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to whom directed at that party's address as it appears below or another address of which that party has given notice, or (iv) when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to the WPCA shall be sufficient if given to:

Water Pollution Control Authority for the City of Bridgeport
695 Seaview Avenue
Bridgeport, CT 06607
Attention: General Manager
Facsimile: (203) 576-7005

with a copy to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103-3597
Attn: Glenn A. Santoro, Esq.
Facsimile: (860) 275-8299

Notice to Trumbull shall be sufficient if given to:

The Town of Trumbull
5866 Main St.
Trumbull, CT
Attn: First Selectman
Facsimile: (203) 452-5038

with a copy to: Owens, Schine & Nicola, PC
799 Silver Lane
Trumbull, CT 06611
Attn: Dennis J. Kokenos
Facsimile: (203) 375-5003

8.4 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

8.5 Amendment and Modification.

No supplement, modification or amendment of this Agreement shall be binding unless it refers specifically to this Agreement and is executed in writing by both Parties.

8.6 Waiver.

Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

8.7 Successors and Assigns.

(a) This Agreement may not be assigned by the Town or Trumbull WPCA without the prior written consent of the WPCA.

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the respective heirs, legal representatives, successors and permitted assigns of each of the Parties.

8.8 Complete Agreement.

This Agreement and the Exhibits and Schedules referred to herein contain the entire agreement between the Parties hereto with respect to the transactions contemplated herein and supersede all previous negotiations, commitments, and writings.

8.9 Miscellaneous.

The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

8.10 Severability.

Subject to the provisions of Section 2.2(c) hereof, if any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (a) promptly negotiate a substitute for such clause, provision, Section or Article which shall, to the greatest extent legally permissible, therein effect the intent of the parties in such invalid clause, provision, Section or Article, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with (a) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

8.11 Parties in Interest.

Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any rights or remedies on any Persons other than the Parties to it. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over against any party to this Agreement.

8.12 Recourse Under This Agreement.

All covenants, stipulations, promises, agreements and obligations of the Parties contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the respective Parties, and not of any commissioner, director, officer, official, employee or agent (including counsel) of the respective Parties in such person's individual capacity, and no recourse shall be had for any reason whatsoever hereunder against any commissioner, director, officer, official, employee or agent (including counsel) of the respective Parties or any natural person executing this Agreement on behalf of the respective Parties.

8.13 Jurisdiction and Venue; Waiver of Trial by Jury.

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the state or federal courts located in either Hartford County or Fairfield County, Connecticut, and each of the parties irrevocably consents to the exclusive and sole jurisdiction of such courts (and of the appropriate

appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

THE TOWN, THE TRUMBULL WPCA, BRIDGEPORT AND THE WPCA EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WITHOUT DURESS AND ONLY AFTER CONSIDERATION WITH ITS ATTORNEYS OF THE RAMIFICATIONS, WAIVE ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY IN CONNECTION HEREWITH.

8.14 Actions of the Parties in their respective Governmental Capacity.

Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the WPCA, Bridgeport, Trumbull WPCA, or the Town in their respective governmental or regulatory capacity.

8.15 Governing Law.

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

[Signatures on Following Page]

IN WITNESS of the foregoing the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

WATER POLLUTION CONTROL
AUTHORITY FOR THE CITY OF
BRIDGEPORT

By: 
Name: William Robinson
Title: Acting General Manager

THE CITY OF BRIDGEPORT, solely with
respect to Sections 3.2(e), 7 and 8.14

By: _____
Name: Joseph P. Ganim
Title: Mayor

THE TOWN OF TRUMBULL

By: _____
Name: Timothy M. Herbst
Title: First Selectman

WATER POLLUTION CONTROL
AUTHORITY OF TRUMBULL

By: _____
Name: Jeffrey Wright
Title: Chairman

IN WITNESS of the foregoing the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

WATER POLLUTION CONTROL
AUTHORITY FOR THE CITY OF
BRIDGEPORT

By: _____
Name: William Robinson
Title: Acting General Manager

THE CITY OF BRIDGEPORT, solely with
respect to Sections 3.2(e), 7 and 8.14

By: _____
Name: Joseph P. Ganim
Title: Mayor

THE TOWN OF TRUMBULL

By: _____
Name: Timothy M. Herbst
Title: First Selectman

WATER POLLUTION CONTROL
AUTHORITY OF TRUMBULL

By: _____
Name: Jeffrey Wright
Title: Chairman

IN WITNESS of the foregoing the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

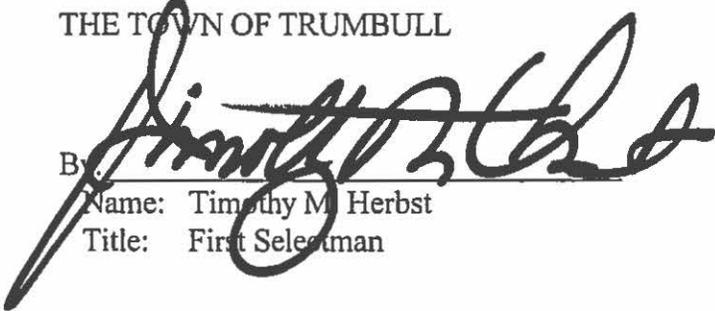
WATER POLLUTION CONTROL
AUTHORITY FOR THE CITY OF
BRIDGEPORT

By: _____
Name: William Robinson
Title: Acting General Manager

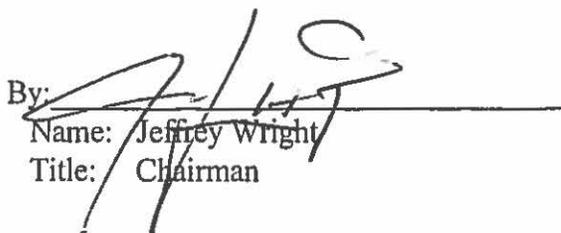
THE CITY OF BRIDGEPORT, solely with
respect to Sections 3.2(e), 7 and 8.14

By: _____
Name: Joseph P. Ganim
Title: Mayor

THE TOWN OF TRUMBULL

By: 
Name: Timothy M. Herbst
Title: First Selectman

WATER POLLUTION CONTROL
AUTHORITY OF TRUMBULL

By: 
Name: Jeffrey Wright
Title: Chairman

SCHEDULE 2.3

SURCHARGES

The surcharge for all Wastewater exceeding the maximum Monthly Average Flow of 4.2 MGD will be computed and paid by Trumbull to the WPCA as follows: the product of (i) (A) the Monthly Average Flow per day, less (B) 4,200,000, multiplied by (C) the number of days in the month, (ii) divided by 748, (iii) multiplied by the Sewer Use Rate for such month, (iv) multiplied by 115%, as illustrated in the example below. Notwithstanding the foregoing, the aggregate surcharge paid by Trumbull to the WPCA in any given fiscal year, or pro-rata portion thereof, during the Term or any Renewal Period together with any fines required to be paid pursuant to the Sewer Use Ordinance, if any, shall not exceed One Hundred Twenty-Five Thousand (\$125,000.00) dollars per fiscal year (the "Fiscal Year Surcharge Cap").

The following example has been included for informational purposes only and may not be relied upon by the Parties as a binding statement of any charges, including but not limited to, Sewer Use Rates, annual charges, Trumbull Sewer Use Charge, or surcharges, that have been or may be chargeable by the WPCA pursuant to this Agreement.

Surcharge calculation example if payment is below Fiscal Year Surcharge Cap:

(i) Calculate Excess Flow Over Maximum Allowed:	
(A) Flow for the Month (as measured at the Delivery Points)	132,000,000 Gallons
Monthly Average Flow Per Day (Flow for the Month/30 Days)	4,400,000 Gallons
(B) Maximum Monthly Average Flow Per Day Per Agreement	4,200,000 Gallons
Excess Per Day (Monthly Average Flow – Max. Monthly Average Flow)	200,000 Gallons
(C) Excess Over Maximum (Excess per day * 30 days)	6,000,000 Gallons
(ii) Convert to CCF	
Total CCF Excess for Month (Excess Over Maximum/748)	8,021.4 CCF
(iii) Multiply by the Sewer Use Rate	
Charges at applicable Sewer Use Rate (Total CCF Excess * \$5.946)	\$47,695.24
(iv) Apply 115% Surcharge	
(Charges at Sewer Use Rate * 115%)	<u>\$54,849.53</u>

Surcharge calculation example if payment is in excess of Fiscal Year Surcharge Cap:

(i) Calculate Excess Flow Over Maximum Allowed:	
(A) Flow for the Month (as measured at the Delivery Points)	168,000,000 Gallons
Monthly Average Flow Per Day (Flow for the Month/30 Days)	5,600,000 Gallons
(B) Maximum Monthly Average Flow Per Day Per Agreement	4,200,000 Gallons
Excess Per Day (Monthly Average Flow – Max. Monthly Average Flow)	1,400,000 Gallons
(C) Excess Over Maximum (Excess per day * 30 days)	42,000,000 Gallons
(ii) Convert to CCF	
Total CCF Excess for Month (Excess Over Maximum/748)	56,149.73 CCF
(iii) Multiply by the Sewer Use Rate	
Charges at applicable Sewer Use Rate (Total CCF Excess * \$5.946)	\$333,866.29
(iv) Payment to WPCA at 115% Surcharge	\$383,946.23
(Charges at Sewer Use Rate * 115%)	
(v) Actual Payment to WPCA	\$125,000.00

SCHEDULE 2.6

ARREARAGES

WATER POLLUTION CONTROL AUTHORITY
 FOR THE CITY OF BRIDGEPORT
 Trumbull Billing Activity
 Fiscal Year 7/1/12-6/30/13 through
 Fiscal Year 7/1/14-6/30/15
 Fiscal Year 7/1/15-2/29/2016

BILLING ADJUSTED TO GIVE 3.6% DISCOUNT FROM 7/1/12 to 2/29/2016

Schedule 2.6 to
 Wastewater Agreement

Billing Period	Gross Billing	Less 3.60% Discount	Net Billing	Amount Paid	Transaction Date	Amount Due	Payment Applied Principal	Unpaid Principal	Payment Applied to Principal Arrears	Cumulative Principal	Interest	Pmt applied to Interest	Cumulative Interest Due	Principl & Interest Balance Due	Total Payment applied
July 2012	394,435.42	-14,199.68	380,235.74	367,811.03											367,811.03
Aug	394,435.42	-14,199.68	380,235.74	367,811.03											367,811.03
Sept	394,435.42	-14,199.68	380,235.74	367,811.03											367,811.03
					10/31/2012	380,235.74	367,811.03	12,424.71		12,424.71	186.37		186.37		
					10/31/2012	380,235.74	367,811.03	12,424.71		24,849.42	186.37		372.74		
					10/31/2012	380,235.74	367,811.03	12,424.71		37,274.13	186.37		559.11	37,833.24	
										37,274.13			559.11		
Oct	394,435.42	-14,199.68	380,235.74	367,811.03	11/30/2012	380,235.74	329,977.79	50,257.95		87,532.08	753.87		1,312.98		
					11/30/2012				12,424.71	75,107.37		186.37	1,126.61		
					11/30/2012				12,424.71	62,682.66		186.37	940.24		
					11/30/2012				12,424.71	50,257.95		186.37	753.87	51,011.82	367,811.03
Nov	394,435.42	-14,199.68	380,235.74	367,811.03	12/1/2012					50,257.95			753.87		
					12/31/2012	380,235.74	316,799.21	63,436.53		113,694.49	-		753.87		
					12/31/2012				50,257.95	63,436.54	951.55	753.87	0.00	63,436.54	367,811.03
Dec	394,435.42	-14,199.68	380,235.74	367,811.03						63,436.54			951.55		
					1/31/2013	380,235.74	303,422.95	76,812.79		140,249.33			951.55		
					1/31/2013				63,436.53	76,812.80		951.55	(0.00)	76,812.80	367,811.03
Jan 2013	394,435.42	-14,199.68	380,235.74	367,811.03						76,812.80	1,152.19		1,152.19		
					2/28/2013	380,235.74	289,846.05	90,389.69		167,202.49	-		1,152.19		
					2/28/2013				76,812.79	90,389.70		1,152.19	0.00	90,389.70	367,811.03
Feb	394,435.42	-14,199.68	380,235.74	367,811.03						90,389.70	1,355.85		1,355.85		
					3/31/2013	380,235.74	276,065.49	104,170.25		194,559.95			1,355.85		
					3/31/2013				90,389.69	104,170.26		1,355.85	(0.00)	104,170.26	367,811.03
Mar	394,435.42	-14,199.68	380,235.74	367,811.03						104,170.26	1,562.55		1,562.55		
					4/30/2013	380,235.74	262,078.23	118,157.51		222,327.77			1,562.55		
					4/30/2013				104,170.25	118,157.52		1,562.55	0.00	118,157.52	367,811.03
April 2013	394,435.42	-14,199.68	380,235.74	341,186.63						118,157.52	1,772.36		1,772.36		
					5/31/2013	380,235.74	221,256.76	158,978.98		277,136.50			1,772.36		
					5/31/2013				118,157.51	158,978.99		1,772.36	0.00	158,979.00	341,186.63
May 2013	315,935.24	-11,373.67	304,561.57	273,283.98						158,978.99	2,384.68		2,384.69		
					6/30/2013	304,561.57	111,920.31	192,641.26		351,620.25			2,384.69		
					6/30/2013				158,978.98	192,641.27		2,384.69	(0.00)	192,641.27	273,283.98
June 2013	315,935.24	-11,373.67	304,561.57	273,283.98						192,641.27	2,889.62		2,889.62		
					7/31/2013	304,561.57	77,753.11	226,808.46		419,449.74			2,889.62		
					7/31/2013				192,641.25	226,808.49		2,889.62	(0.00)	226,808.48	273,283.98
July 2013	520,275.00	-18,729.90	501,545.10	450,037.87						226,808.49	3,402.13		3,402.12		
					8/31/2013	501,545.10	219,827.29	281,717.81		508,526.30			3,402.12		
					8/31/2013				226,808.46	281,717.84		3,402.12	0.00	281,717.84	450,037.87
Aug 2013	520,275.00	-18,729.90	501,545.10	450,037.87						281,717.84	4,225.77		4,225.77		
					9/30/2013	501,545.10	164,094.29	337,450.81		619,168.65			4,225.77		
					9/30/2013				281,717.82	337,450.83		4,225.76	0.01	337,450.84	450,037.87
Sept 2013	520,275.00	-18,729.90	501,545.10	450,037.87						337,450.83	5,061.76		5,061.77		
					10/31/2013	501,545.10	107,525.28	394,019.82		731,470.65			5,061.77		
					10/31/2013				337,450.82	394,019.83		5,061.77	0.00	394,019.83	450,037.87
Oct 2013	520,275.00	-18,729.90	501,545.10	450,037.87						394,019.83	5,910.30		5,910.30		
					11/1/2013					394,019.83			5,910.30		
					11/30/2013	501,545.10	50,107.76	451,437.34		845,457.17			5,910.30		
					11/30/2013				394,019.81	451,437.36		5,910.30	0.00	451,437.36	450,037.87

WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT

BILLING ADJUSTED TO GIVE 3.6% DISCOUNT FROM 7/1/12 to 2/29/2016

Trumbull Billing Activity
Fiscal Year 7/1/12-6/30/13 through
Fiscal Year 7/1/14-6/30/15
Fiscal Year 7/1/15-2/29/2016

Billing Period	Gross Billing	Less 3.60% Discount	Net Billing	Amount Paid	Transaction Date	Amount Due	Payment Applied Principal	Unpaid Principal	Payment Applied to Principal Arrears	Cumulative Principal	Interest	Pmt applied to interest	Cumulative Interest Due	Princiapl & Interest Balance Due	Total Payment applied
Nov 2013	520,275.00	-18,729.90	501,545.10	450,037.87						451,437.36	6,771.56		6,771.56		
					12/31/2013	501,545.10	-	501,545.10		952,982.46			6,771.56		
					12/31/2013				443,266.32	952,982.46			6,771.56		
Dec 2013	520,275.00	-18,729.90	501,545.10	450,037.87						509,716.14	7,645.74	6,771.56	0.00	509,716.14	450,037.88
					1/1/2014	501,545.10	(0.00)	501,545.10		509,716.14			7,645.74		
					1/1/2014					1,011,261.24			7,645.74		
					1/1/2014					8,171.02		7,645.74	0.00		
Jan 2014	520,275.00	-18,729.90	501,545.10	450,037.87						434,221.11			0.00	568,869.11	450,037.87
					2/29/2014	501,545.10	(0.00)	501,545.10		568,869.11	8,533.04		8,533.04		
					2/29/2014					1,070,414.21			8,533.04		
					2/29/2014					67,323.99		8,533.04	0.00		
Feb 2014	520,275.00	-18,729.90	501,545.10	450,037.87						374,180.84			0.00	628,909.38	450,037.87
					3/31/2014	501,545.10	0.00	501,545.10		628,909.38	9,433.64		9,433.64		
					3/31/2014					1,130,454.48			9,433.64		
					3/31/2014					127,364.26		9,433.64	0.00		
March 2014	520,275.00	-18,729.90	501,545.10	450,037.87						313,239.97			0.00	689,850.25	450,037.87
					4/30/2014	501,545.10	-	501,545.10		689,850.25	10,347.75		10,347.75		
					4/30/2014					1,191,395.35			10,347.75		
April 2014	520,275.00	-18,729.90	501,545.10	450,037.87						188,305.13		10,347.75	0.01		
					5/31/2014	501,545.10	0.00	501,545.10		251,384.99	11,275.58		11,275.58	762,980.81	450,037.87
					5/31/2014					751,705.23			11,275.58		
May 2014	520,275.00	-18,729.90	501,545.10	450,037.87						125,160.11			11,275.58		
					6/30/2014	501,545.10	(0.00)	501,545.10		188,602.18	12,217.32	11,275.58	12,217.32	826,705.36	450,037.87
					6/30/2014					814,488.04			12,217.32		
June 2014	384,208.22	-13,831.50	370,376.72	332,340.11						124,877.63	13,173.19		13,173.19	891,385.78	450,037.87
					7/31/2014	370,376.72	-	370,376.72		1,248,589.31			13,173.19		
					7/31/2014					929,422.39		13,173.19	0.00	929,422.39	332,340.11
July 2014	520,275.00	-18,729.90	501,545.10	450,037.87						929,422.39	13,941.34		13,941.34		
					8/31/2014	501,545.10	0.00	501,545.10		1,430,967.49	14,923.06		28,864.40		
					8/31/2014					57,500.55		13,941.34	14,923.06		
					8/31/2014					378,595.98			14,923.06	1,009,794.02	450,037.87
August 2014	520,275.00	-18,729.90	501,545.10	450,037.87						994,870.96			14,923.06		
					9/30/2014	501,545.10	-	501,545.10		1,496,416.06			14,923.06		
					9/30/2014					122,949.12		14,923.06	0.00		
					9/30/2014					312,165.69			0.00	1,061,301.25	450,037.87
Sept 2014	520,275.00	-18,729.90	501,545.10	450,037.87						1,061,301.25	15,919.52		15,919.52		
					10/31/2014	501,545.10	(0.00)	501,545.10		1,562,846.35			15,919.52		
					10/31/2014					58,211.03		15,919.52	0.00		
					10/31/2014					375,907.32			0.00	1,128,728.00	450,037.87
Oct 2014	520,275.00	-18,729.90	501,545.10	450,037.87						1,128,728.00	16,930.92		16,930.92		
					11/30/2014	501,545.10	-	501,545.10		1,630,273.10			16,930.92		
					11/30/2014					125,637.78		16,930.92	0.00		
					11/30/2014					307,469.17			0.00	1,197,166.15	450,037.87
Nov 2014	520,275.00	-18,729.90	501,545.10	450,037.87						1,197,166.15	17,957.49		17,957.49		
					12/31/2014	501,545.10	-	501,545.10		1,698,711.25	18,999.46		36,956.96		
					12/31/2014					194,075.93		17,957.49	18,999.47		
					12/31/2014					238,004.45			18,999.47	1,285,630.34	450,037.87

WATER POLLUTION CONTROL AUTHORITY
 FOR THE CITY OF BRIDGEPORT
 Trumbull Billing Activity
 Fiscal Year 7/1/12-6/30/13 through
 Fiscal Year 7/1/14-6/30/15
 Fiscal Year 7/1/15-2/29/2016

BILLING ADJUSTED TO GIVE 3.6% DISCOUNT FROM 7/1/12 to 2/29/2016

Billing Period	Gross Billing	Less 3.60% Discount	Net Billing	Amount Paid	Transaction Date	Amount Due	Payment Applied Principal	Unpaid Principal	Payment Applied to Principal Arrears	Cumulative Principal	Interest	Pmt applied to interest	Cumulative Interest Due	Princiapl & Interest Balance Due	Total Payment applied
Dec-14	520,275.00	-18,729.90	501,545.10	450,037.87						1,266,630.87			18,999.47		
					1/31/2015	501,545.10	-	501,545.10		1,768,175.97			18,999.47		
					1/31/2015				263,540.73	1,504,635.24		18,999.47	(0.00)		
					1/31/2015				167,497.67	1,337,137.57			(0.00)	1,337,137.57	450,037.87
Jan 15	520,275.00	-18,729.90	501,545.10	450,037.87						1,337,137.57	20,057.06		20,057.06		
					2/28/2015	501,545.10	-	501,545.10		1,838,682.67			20,057.06		
					2/28/2015				334,047.43	1,504,635.24		20,057.06	0.00		
					2/28/2015				95,933.38	1,408,701.86			0.00	1,408,701.86	450,037.87
Feb 15	520,275.00	-18,729.90	501,545.10	450,037.87						1,408,701.86	21,130.53		21,130.53		
					3/31/2015	501,545.10	-	501,545.10		1,910,246.96			21,130.53		
					3/31/2015				405,611.72	1,504,635.24		21,130.53	(0.00)		
					3/31/2015				23,295.62	1,481,339.62			(0.00)	1,481,339.62	450,037.87
March 2015	520,275.00	-18,729.90	501,545.10	450,037.87						1,481,339.62	22,220.09		22,220.09		
					4/30/2015	501,545.10	(0.00)	501,545.10		1,982,884.72			22,220.09		
					4/30/2015				427,817.78	1,555,066.94		22,220.09	0.00		
					4/30/2015				-	1,555,066.94			0.00	1,555,066.94	450,037.87
April 2015	520,275.00	-18,729.90	501,545.10	450,037.87						1,555,066.94	23,326.00		23,326.01		
					5/31/2015	501,545.10	-	501,545.10		2,056,612.04			23,326.01		
					5/31/2015				50,431.70	2,006,180.34		23,326.01	(0.00)		
					5/31/2015				376,280.16	1,629,900.18			(0.00)	1,629,900.18	426,711.86
May 2015	520,275.00	-18,729.90	501,545.10	450,037.87						1,629,900.18	24,448.50		24,448.50		
					6/30/2015	501,545.10	-	501,545.10		2,131,445.28			24,448.50		
					6/30/2015				125,264.94	2,006,180.34		24,448.50	0.00		
					6/30/2015				300,324.43	1,705,855.91			0.00		
JUNE 2015				842,000.00						1,705,855.91	25,587.84		25,587.84	1,705,855.91	450,037.87
					6/30/2015	0.00	-	-		1,705,855.91			25,587.84		
					6/30/2015				201,220.57	1,504,635.34		25,587.84	(0.00)		
					6/30/2015				501,545.10	1,003,090.24			(0.00)		
					6/30/2015				113,646.49	889,443.75			(0.00)	889,443.75	842,000.00
JUNE 2015	150,742.99	-5,426.75	145,316.24	150,742.99						889,443.75	13,341.66		13,341.66		
					7/31/2015	145,316.24	-	145,316.24		1,034,759.99			13,341.66		
					7/31/2015				137,401.33	897,358.66		13,341.66	(0.00)	897,358.66	150,742.99
					7/31/2015					897,358.66	13,460.38		13,460.37		
JULY 2015	520,275.00	-18,729.90	501,545.10	520,275.00						897,358.66			13,460.37		
					8/31/2015	501,545.10	(0.00)	501,545.10		1,398,903.76			13,460.37		
					8/31/2015				250,497.28	1,148,406.48		13,460.37	0.00		
					8/31/2015				256,317.35	892,089.13			0.00	892,089.14	520,275.00
AUGUST 2015	520,275.00	-18,729.90	501,545.10	520,275.00						892,089.13	13,381.34		13,381.34		
					9/30/2015	501,545.10	-	501,545.10		1,393,634.23			13,381.34		
					9/30/2015				245,227.75	1,148,406.48		13,381.34	0.00		
					9/30/2015				145,316.24	1,003,090.24			0.00		
					9/30/2015				116,349.67	886,740.57			0.00	886,740.57	520,275.00
SEPT 2015	520,275.00	-18,729.90	501,545.10	520,275.00						886,740.57	13,301.11		13,301.11		
					10/31/2015	501,545.10	-	501,545.10		1,388,285.67			13,301.11		
					10/31/2015				385,195.43	1,003,090.24		13,301.11	0.00		
					10/31/2015				121,778.46	881,311.78			0.00		
					10/31/2015					881,311.78	13,219.68		13,219.68	894,531.46	520,275.00
OCT 2015	520,275.00	-18,729.90	501,545.10	520,275.00						881,311.78			13,219.68		
					11/30/2015	501,545.10	0.00	501,545.10		1,382,856.88			13,219.68		
					11/30/2015				379,766.64	1,003,090.24		13,219.68	(0.00)		

WATER POLLUTION CONTROL AUTHORITY
 FOR THE CITY OF BRIDGEPORT
 Trumbull Billing Activity
 Fiscal Year 7/1/12-6/30/13 through
 Fiscal Year 7/1/14-6/30/15
 Fiscal Year 7/1/15-2/29/2016

BILLING ADJUSTED TO GIVE 3.6% DISCOUNT FROM 7/1/12 to 2/29/2016

Billing Period	Gross Billing	Less 3.60% Discount	Net Billing	Amount Paid	Transaction Date	Amount Due	Payment Applied Principal	Unpaid Principal	Payment Applied to Principal Arrears	Cumulative Principal	Interest	Pmt applied to Interest	Cumulative Interest Due	Princiapl & Interest Balance Due	Total Payment applied
					11/30/2015				127,288.68	875,801.56			(0.00)		
Nov 2015	520,275.00	-18,729.90	501,545.10	520,275.00	11/30/2015					875,801.56	13,137.02		13,137.02	888,938.58	520,275.00
					12/31/2015	501,545.10	0.00	501,545.10		875,801.56			13,137.02		
					12/31/2015				374,256.42	1,377,346.66			13,137.02		
					12/31/2015				132,881.56	1,003,090.24		13,137.02	0.00		
Dec 2015	520,275.00	-18,729.90	501,545.10	520,275.00	12/31/2015					870,208.68	13,053.13		0.00	883,261.81	520,275.00
					1/31/2016	501,545.10	0.00	501,545.10		870,208.68			13,053.13		
					1/31/2016				368,663.54	1,371,753.78		13,053.13	0.00		
					1/31/2016				138,558.33	1,003,090.24			0.00		
Jan 2016	520,275.00	-18,729.90	501,545.10	520,275.00	1/31/2016					864,531.91	12,967.98		0.00	877,499.89	520,275.00
					2/29/2016	501,545.10	0.00	501,545.10		864,531.91			12,967.98		
					2/29/2016					1,366,077.01			12,967.98		
					2/29/2016				362,986.77	1,003,090.24		12,967.98	(0.00)		
					2/29/2016				144,320.25	858,769.99			(0.00)		
Feb 2016	520,275.00	-18,729.90	501,545.10	-	2/29/2016					858,769.99	12,881.55		12,881.55	871,651.54	520,275.00
					2/29/2016					858,769.99			12,881.55		
					3/31/2016	501,545.10		501,545.10		858,769.99			12,881.55	1,373,196.64	
										1,360,315.09			12,881.55		
	<u>20,719,425.86</u>	<u>-745,899.33</u>	<u>19,973,526.53</u>	<u>19,065,895.10</u>		<u>19,973,526.52</u>	<u>3,834,107.61</u>		<u>14,779,103.82</u>		<u>465,565.23</u>	<u>452,683.68</u>			<u>15,337,761.01</u>

Total Net billing	19,973,526.53	
Payments applied to Principal	-3,834,107.61	
Payments applied to Principal	<u>-14,779,103.82</u>	-18,613,211.43
Principal Balance Due	1,360,315.10	
Total Interest charged	465,565.23	
Payments applied to Interest	<u>-452,683.68</u>	-452,683.68
Interest Balance Due	12,881.55	
TOTAL DUE	<u>1,373,196.65</u>	