Town Council
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000

LEGISLATION & ADMINISTRATION COMMITTEE
AGENDA
AUGUST 31, 2026

Jason Marsh, Chairman	Jerrod Ferrari, Vice Chairman
Steve Spillane	Kelly Mallozzi
Carl Massaro	Tony Dorsey
Mary Isaac, Alternate	Mike Buswell, Alternate

NOTICE is hereby given that the Legislation & Administration Committee of the Trumbull Town Council will hold a meeting at the Trumbull Town Hall for the following purposed resolutions on Monday, August 31, 2026, at 7:30 p.m.

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1. RESOLUTION TC31-61: To consider and act upon a resolution which would authorize First Selectman Vicki A. Tesoro to sign the Notice of Grant Award from the Office of Policy and Management and all subsequent contracts, amendments, reports and related documents in order to administer and implement the Grant for the Nichols Fire District and Long Hill Fire District.

2. RESOLUTION TC31-62: To consider and act upon a resolution which would authorize Vicki A. Tesoro, First Selectman, to execute on behalf of the Town a certain Tire Collection Program Covered Entity Agreement, which would represent the Town's participation in a statewide tire collection and recycling system.

3. RESOLUTION TC31-63: To consider and act upon a resolution which would repeal and replace sections 15-11 and 15-16 of the Trumbull Municipal Code. (Public Hearing Town Council September 9, 2026)

4. RESOLUTION TC31-64: To consider and act upon a resolution which would amend the Trumbull Municipal Code by inclusion of the following: Any person who operates any e-

bike or e-scooter within the Town of Trumbull in a reckless manner with disregard for the safety of other persons using any public areas, shall be subject to a fine of One Hundred ($100.00) Dollars for the first offense and Two Hundred ($200.00) Dollars for each subsequent offense, in addition to other remedies. (Public Hearing Town Council September 9, 2026)

5. RESOLUTION TC31-65: To consider and act upon a resolution which would amend the Trumbull Municipal Code by inclusion of the following: The Town hereby adopts a two-year moratorium on the establishment and development of any new data centers within the Town of Trumbull. (Public Hearing Town Council September 9, 2026)

6. RESOLUTION TC31-66: To consider and act upon a resolution which would reduce the $710,000 appropriation contained in the bonding authorization adopted by the Trumbull Town Council (TC31-26) at its meeting on February 23, 2026, by the cost of any value engineered items the Building Committee adds back into the construction program.

RESOLUTIONS

1. RESOLUTION TC31-61: BE IT RESOLVED, That First Selectman Vicki A. Tesoro is hereby authorized to sign the Notice of Grant Award from the Office of Policy and Management and all subsequent contracts, amendments, reports and related documents in order to administer and implement the Grant for the Nichols Fire District and Long Hill Fire District. (Full Resolution Attached)

2. RESOLUTION TC31-62: BE IT RESOLVED, That Vicki A. Tesoro, First Selectman, be and the same is hereby authorized to execute on behalf of the Town a certain Tire Collection Program Covered Entity Agreement, which would represent the Town's participation in a statewide tire collection and recycling system.

3. RESOLUTION TC31-63: BE IT RESOLVED AND ORDAINED That sections 15-11 and 15-16 of the Trumbull Municipal Code are hereby repealed and replaced. (Public Hearing September 9, 2026, Town Council) (Full Resolution/Ordinance Attached)

4. RESOLUTION TC31-64: BE IT RESOLVED AND ORDAINED That the Trumbull Municipal Code be and the same is hereby amended by inclusion of the following: Any person who operates any e-bike or e-scooter within the Town of Trumbull in a reckless manner with disregard for the safety of other persons using any public areas, shall be subject to a fine of One Hundred ($100.00) Dollars for the first offense and Two Hundred ($200.00) Dollars for each subsequent offense, in addition to other remedies. (Public Hearing September 9, 2026, Town Council)

5. RESOLUTION TC31-65: BE IT RESOLVED AND ORDAINED That the Trumbull Municipal Code be and the same is hereby amended by inclusion of the following: The Town hereby adopts a two-year moratorium on the establishment and development of any new data centers within the Town of Trumbull. (Public Hearing Town Council September 9, 2026) (Full Resolution/Ordinance Attached)

6. RESOLUTION TC31-66: BE IT RESOLVED that the $710,000 appropriation contained in the bonding authorization adopted by the Trumbull Town Council (TC31-26) at its meeting on February 23, 2026, is hereby reduced by the cost of any value engineered items the Building Committee adds back into the construction program. (Full Resolution Attached)

FULL RESOLUTIONS

RESOLUTION TC31-61:

WHEREAS, the three fire districts in the Town of Trumbull, CT respond to three major limited access state highways that run through the Town of Trumbull. There are approximately ten (10) miles of Route 25, eight (8) miles of Route 15, and three (3) miles of Route 8; and

WHEREAS, the number of responding fire apparatus units is based on the location and nature of the incident. The Long Hill and Nichols Fire Departments have the closest access to the highways based on highway entrances and the state route intersections. The distance between access ramps requires there to be one vehicle stationed on the west side of town and the other on the east side of town for optimal response time; and

WHEREAS, the Trumbull Fire Departments regularly place a piece of apparatus in a "blocking" position on divided highways to allow fire, EMS, police and tow operators to render aid at motor vehicle accidents or to extinguish car fires; and

WHEREAS, the Fiscal Year 2027 Legislative appropriation contains a $300,000 grant to the Town of Trumbull for the purpose of the Nichols Fire District and Long Hill Fire District, which will use the funds to purchase and equip two (2) highway blocking attenuator trucks; and

WHEREAS, it is anticipated that the full cost of the two (2) highway blocking attenuator trucks as equipped will exceed the grant amount of $300,000;

NOW, THEREFORE, BE IT RESOLVED, That Vicki A. Tesoro, First Selectman, or her designee, be and the same is hereby authorized to sign the Notice of Grant Award from the Office of Policy and Management and all subsequent contracts, amendments, reports and related documents in order to administer and implement the Grant for the Nichols Fire District and Long Hill Fire District, with the condition that the Nichols Fire District and the Long Hill Fire District will pay any additional costs to purchase and outfit the two (2) highway blocking attenuator trucks above the amount of the grant as well as any additional costs associated with the grant.

RESOLUTION TC31-63:

BE IT RESOLVED AND ORDAINED THAT SECTIONS 15-11 AND 15-16 OF THE TRUMBULL MUNICIPAL CODE ARE HEREBY REPEALED AND THE FOLLOWING ADOPTED IN THEIR PLACE:

Sec. 15-11. - Parking and traffic.

(a) Parking within a Town park requires a permit issued by the Department.

(b) No person shall operate a motorized vehicle, including an e-bike or e-scooter, on any trail, pedestrian walkway, or other area not intended for vehicular use within park property, including trails, without expressed permission from the Department. (c) The use of minibikes, snowmobiles, all-terrain vehicles, or any unregistered or unlicensed vehicles is expressly prohibited within all park property.

(d) No person shall fail to obey the directions of any Park Ranger, Police Officer, or other Town employees authorized and instructed to direct or otherwise monitor traffic within park property.

(e) No person shall operate any vehicle in park property in excess of the posted speed limit or, where not posted, in excess of fifteen (15) miles per hour.

(f) No person shall wash, clean, paint, maintain or make repairs to any motor vehicle in any park property.

(g) No person shall park a motor vehicle other than in a paved designated parking area without expressed permission from the Department. Curbside or roadside parking within park property is prohibited.

(h) Park Rangers, Police Officers, and any authorized agents shall have charge and control over all vehicular (including bikes, e-bikes and e-scooters) and pedestrian traffic on the roads, trails or drives within park property.

(i) No vehicle shall drive off the paved portion of any road area designated for vehicular access without expressed written permission from the Department.

- **Sec. 15-16. - Penalties.**

(a) The Town, Department, Park Rangers, and Police Officers may enforce all rules, regulations, and ordinances in accordance with G.S § 7-148(b)(10)(A):

Make all lawful regulations and ordinances in furtherance of any general powers as enumerated in this section, and prescribe penalties for the violation of the same not to exceed two hundred fifty dollars, unless otherwise specifically provided by the general statutes. Such regulations and ordinances may be enforced by citations issued by designated municipal officers or employees, provided the regulations and ordinances have been designated specifically by the municipality for enforcement by citation in the same manner in which they were adopted and the designated municipal officers or employees issue a written warning providing notice of the specific violation before issuing the citation …; - C.G.S. § 7-148, Scope of Municipal Powers.

(b) Any person violating any of the provisions of this chapter, including any person who operates any e-bike or e-scooter in a reckless manner with disregard for the safety of other persons using any public areas, shall be subject to a fine of One Hundred ($100.00) Dollars for the first offense and Two Hundred ($200.00) Dollars for each subsequent offense, in addition to other remedies. Each violation of a separate section of this chapter shall be considered a separate offense and shall not merge with a violation of any other section of this chapter. Each violation continuing more than one day shall constitute a separate offense for each day said violation continues.

(c) An authorized agent of the Department and any Police Officer may eject a person or group from park property for cause.

(d) The Department may suspend all rights, privileges or permits for the use of park property, without refund, of any Person violating any of the provisions of this chapter or regulation who:

(1) After notice by an authorized agent does not immediately cease, correct or rectify any such violation, or

(2) Repeats a violation or violations after notice by an authorized agent of a previous violation, or

(3) Fails to pay upon demand, charges and fees incurred for the use of park property and all expenses incurred by the Town caused by violation of the ordinance.

(e) The Department and any Police Officer may seize and confiscate any property within park property that is brought in or used in violation of any provision of any Town ordinance.

(f) The provisions of this section shall not affect or be deemed to limit any other penalty or remedy provided herein or by the provisions of any other applicable law, ordinance or regulation.

Resolution TC31-65:

WHEREAS the Town of Trumbull is committed to protecting the public health, safety, and welfare of all residents, businesses, and visitors; and

WHEREAS, the Trumbull Town Council believes that a sufficient time is required to research and evaluate the potential environmental, infrastructure, and public safety impacts associated with the development of any new data centers within the Town of Trumbull; and

WHEREAS, it is in the best interests of the Town of Trumbull and its residents, businesses and visitors to adopt a moratorium on the establishment of any new data center.

NOW THEREFORE, BE IT RESOLVED AND ORDAINED THAT THE TRUMBULL MUNICIPAL CODE BE AND THE SAME IS HEREBY AMENDED BY INCLUSION OF THE FOLLOWING:

A. The Town hereby adopts a two-year moratorium on the establishment and development of any new data centers within the Town of Trumbull.
B. It is specifically understood that this moratorium shall have no impact or effect on any data centers currently existing within the Town of Trumbull.
C. For the purposes of this moratorium, the term DATA CENTER shall mean a facility, structure, or campus of structures primarily used for the storage, processing, and distribution of digital data and information, including cloud-based services and network operations.
D. This moratorium shall take effect upon the effective date of this ordinance and shall sunset twenty-four months from said effective date.

Resolution TC31-66:

WHEREAS the Town Council adopted bonding resolution TC31-26 at its Special Meeting on February 23, 2026, appropriating $710,000 in bonded funds toward the construction of the Trumbull Veterans and First Responders Center; and

WHEREAS said appropriation was made after the Veterans and First Responders Building Committee had value engineered items estimated to cost approximately $436,000 out of the construction program.

BE IT RESOLVED that the $710,000 appropriation contained in the bonding authorization adopted by the Trumbull Town Council (TC31-26) at its meeting on February 23, 2026, is hereby reduced by the cost of any value engineered items the Building Committee adds back into the construction program.

Connecticut TIRE STEWARDSHIP

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

Between Connecticut Tire Stewardship LLC

and:

_____

Connecticut Tire Stewardship LLC
1400 K Street NW, Suite 900
Washington, DC 20005

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

This Agreement, including the attached terms and conditions and Attachments hereto, (the "Agreement") is made effective as of _____ (the "Effective Date") by and between

_____ located at _____

(the "Covered Entity") and Connecticut Tire Stewardship LLC ("CTS") located at 1400 K Street NW, Suite 900, Washington, DC 20005 (each individually, a "Party," collectively the "Parties").

RECITALS

WHEREAS:

1. In 2023, the State of Connecticut enacted a tire extended producer responsibility law, codified at Conn. Gen. Stat. Ann. § 22a-905i, including as amended, ("Tire EPR Law") requiring certain entities to establish and implement a "Program" (defined below) for the collection and recycling of certain tires.

2. CTS was formed to establish and implement the Program under the Tire EPR Law.

3. CTS desires to enter into this Agreement for the purpose of collecting certain tires under the Program, among other services;

4. Covered Entity desires to enter into this Agreement to participate in the Program by collecting certain tires at its "Drop-Off Sites" (defined below), among other services.

5. The Parties wish to enter this Agreement, which provides the terms and conditions under which Covered Entity will participate in the Program as a Drop-Off Site.

NOW, THEREFORE, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the Parties hereto agree to this Agreement.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

_____	_____
Authorized Signatory Name	Authorized Signatory Name
Connecticut Tire Stewardship LLC	**Covered Entity**
_____	_____
Print Title	Print Title
Date: _____	Date: _____

TIRE COLLECTION PROGRAM COVERED ENTITY AGREEMENT

TERMS AND CONDITIONS

1 Definitions.

1.1 "Applicable Laws" means all applicable federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency, whether federal, state, municipal, local, or other government body or subdivision, including but not limited to Conn. Gen. Stat. Ann. § 22a-905i, including as amended (originally adopted as Connecticut's "An Act Concerning Extended Producer Responsibility for Tires"), applicable fire codes, Regs. Conn. State Agencies §§ 22a-209-08 & 22a-209-10, applicable requirements at United States Code Title 29, Chapter 15 (Occupational Safety and Health) and regulations adopted thereunder and Conn. Gen. Stat. Ann. Title 31, Chapter 571 (Occupational Safety and Health Act) and regulations adopted thereunder, and those relating to worker or public health and safety, the environment, the Program, or privacy, as applicable.

1.2 "Covered Entity Services" means all obligations for which Covered Entity is responsible as described in this Agreement.

1.3 "Covered Products" means the materials that are eligible to be collected through the Program, subject to any reasonable restrictions based on number, source, or condition that Covered Entity imposes under the Program Guidelines.

1.4 "CTS Services" means means all obligations for which CTS is responsible as described in this Agreement.

1.5 "Drop-Off Sites" means all permanent collection facilities owned, leased, subleased, controlled, or operated by Covered Entity and added to this Agreement according to its terms.

1.6 "Effective Date" means the date defined as the Effective Date on page 2 of this Agreement.

1.7 "Haulers" means independent contractors, including their subcontractors or assignees, hired by CTS to transport Covered Products from the Drop-Off Sites or to transport or provide collection receptacles.

1.8 "Non-Covered Products" means products or materials not covered by the Program that Covered Entity collects, manages, or accumulates.

1.9 "Program" means the tire stewardship program CTS operates pursuant to C.G.S.A. § 22a-905i, including as amended.

1.10 "Program Guidelines" means the "Tire Collection Program Drop-Off Site Guidelines" in Attachment A, as may be updated as needed by CTS.

1.11 "State" means the State of Connecticut.

1.12 "Term" is the Term of this Agreement pursuant to Agreement § 2.

1.13 "Written" or "In Writing" means in a written communication in hardcopy or electronic form, including e-mail.

2 Agreement Term.

2.1 **Term.** This Agreement will commence on the Effective Date and, unless terminated under Agreement § 11 ("Termination of Agreement"), will remain in full force and effect for a period of two (2) years (such two-year period, the "Initial Term").

2.2 **Renewal.** Immediately after the expiration of the Initial Term, and any subsequent term, this Agreement will automatically renew for an additional one (1) year, unless either Party notifies the other In Writing at least sixty (60) days in advance of the expiration of the then-current term that the Agreement will not be renewed. The Initial Term and any subsequent term(s) are referred to herein as the "Term."

2.3 **Expiration.** If either Party provides notice that the Agreement will not be renewed, unless otherwise instructed by CTS, before the end of the Agreement Term Covered Entity shall assemble all collection receptacles supplied by CTS whether or not full and make them available for pick up by a Hauler or CTS at one of the Drop-Off Sites.

3 General Covered Entity Responsibilities at Drop-Off Sites.

3.1 **Managing Covered Products.** On and after an activation date mutually agreed by the Parties in Writing, Covered Entity shall collect Covered Products at Drop-Off Sites and pack them into collection receptacles or collection areas for pick-up by Haulers. Covered Entity shall manage all Covered Products collected at the Drop-Off Sites and not process or dispose of Covered Products by any other method without the prior Written approval of CTS (excepting as necessary in response to events described in Agreement § 16.2).

3.2 **Drop-Off Sites.** Either Party may amend Attachment B ("Drop-Off Site Information") to add or delete Drop-Off Sites in the State subject to the other Party's prior Written approval for each such addition/deletion.

3.3 **Collection Receptacles and Areas.** Each Drop-Off Site must use collection receptacles and/or collection areas approved by CTS, such approval not to be unreasonably withheld if the collection receptacles and/or areas are securely locked, provide cover from precipitation, and otherwise comply with Applicable Laws and Connecticut DEEP guidelines.

3.4 **Operational Responsibility.** Covered Entity:

a. Must make day-to-day and critical decisions regarding the Covered Entity Services, including without limitation the management and supervision of all activities comprising the Covered Entity Services; and

b. Is responsible for and will manage at its sole expense in compliance with Applicable Laws any and all Non-Covered Products it collects or manages or accumulates at the Drop-Off Sites; CTS in no way accepts responsibility for such Non-Covered Products; and

c. Will not commingle or accumulate Non-Covered Products with Covered Products in collection receptacles or collection areas; and

d. Will provide Covered Entity Services only by competent trained personnel under the management, supervision, and direction of, or in the employment of, Covered Entity; and

e. Must train its personnel performing Covered Entity Services on compliance with Applicable Laws; and

f. Shall make best efforts to comply in all material respects with the Program Guidelines (except to the extent the Program Guidelines conflict with other terms of this Agreement or any Applicable Laws); Covered Entity must promptly notify CTS In Writing if Covered Entity is unable to comply with any aspect of the Program Guidelines.

g. Shall post CTS-provided Program signage and otherwise make available CTS-provided Program outreach and educational materials as requested by CTS pursuant to its Program.

3.5 **Reporting.** The reporting, recordkeeping, and notification requirements identified in this Agreement or otherwise by CTS are an integral part of the Covered Entity Services. Covered Entity shall comply with all reasonable requests from CTS for preparation, access, review, and/or adjustment of these deliverables throughout the Term of this Agreement.

3.6 **Hauler Pickup.**

a. Covered Entity shall notify CTS or, at CTS's discretion, Haulers, in advance of when collection receptacles or collection areas will be full and ready for pick-up, or sooner if earlier pickups are necessary for Covered Entity to comply with Applicable Laws. The minimum number of Covered Products required for a Hauler pick-up at a Drop-Off Site is 50 Passenger Tires or 5 Cubic Yards, unless an earlier pickup is necessary for Covered Entity to comply with Applicable Laws.

b. In addition to, or in lieu of, collection initiated by Covered Entity in Agreement § 3.6(a), at CTS's discretion, CTS or Hauler may provide Covered Entity a schedule for collection of Covered Products.

c. Covered Entity shall ensure Hauler is able to access collection receptacles or collection areas at the time of Hauler pick-up during normal business hours at a Drop-Off Site pursuant to this Agreement.

3.7 **No Culling.** Covered Entity shall not cull, for resale or other use, Covered Products deposited at a Drop-Off Site.

4 Representations and Warranties.

4.1 **Mutual Representations and Warranties.** The Parties each represent, covenant, and warrant that:

a. It is an entity in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and

b. This Agreement does not in any way conflict with any of its other agreements; and

c. It is currently, and shall remain, in compliance with Applicable Laws regarding its obligations under this Agreement.

4.2 **Covered Entity Representation and Warranty.** Covered Entity represents, warrants, and covenants that it and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term of the Agreement, all permits, licenses, certificates, or approvals required by Applicable Laws to perform the Covered Entity Services. Covered Entity also represents, warrants, and covenants that it and/or its employees or agents are qualified to perform the Covered Entity Services.

5 CTS General Obligations.

5.1 **Coordinating Transportation and Processing.** CTS:

a. Shall arrange for a Hauler to be available to pick up collected Covered Products from any Drop-Off Site pursuant to Agreement § 3; and

b. Shall arrange for the Hauler to transport such Covered Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program; and

c. Shall require the Hauler to manage all Covered Products picked up by the Hauler from a Drop-Off Site in accordance with Applicable Laws and the Program.

5.2 **Supplying Collection Receptacles.** If Covered Entity does not possess a collection receptacle or collection area approved pursuant to Agreement § 3.3 for a Drop-Off Site, CTS or a Hauler will provide a suitable collection receptacle or identify a mutually acceptable collection area for that Drop-Off Site before collection begins under this Agreement. All collection receptacles supplied by CTS or a Hauler will remain the property of CTS or Hauler.

5.3 **No Exclusivity.** Nothing herein creates an exclusive arrangement between CTS and Covered Entity. Covered Entity may not restrict CTS from contracting with other entities under the Program, including without limitation other service providers with waste collection facilities in Covered Entity's geographical region.

6 Title and Risk Of Loss; Disclaimers.

6.1 **Hauler's Title and Risk of Loss.**

a. As between Covered Entity and CTS, Covered Entity has title to and risk of loss and liability for any and all Covered Products and Non-Covered Products that Covered Entity receives or possesses at the Drop-Off Sites, including without limitation any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under Applicable Laws.

b. Notwithstanding the foregoing, once a Hauler accepts for transportation any Covered Products collected by Covered Entity under this Agreement, title to and risk of loss and liability for those Covered Products will transfer to that Hauler. CTS at no time takes title to, risk of loss of, or assumes liability for any Covered Products or Non-Covered Products; however, for the Covered Products that Covered Entity collects under the Program, CTS shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss and liability upon accepting those Covered Products for transportation from a Drop-Off Site.

c. Haulers shall have any title to, risk of loss of, and liability for any collection receptacles they provide Covered Entity. CTS shall require in its contracts with its Haulers that Haulers accept such title, risk of loss, and liability.

6.2 DISCLAIMER OF RESPONSIBILITY. CTS HAS NO AUTHORITY OR RESPONSIBILITY TO MANAGE, DIRECT, OR SUPERVISE EMPLOYEES, REPRESENTATIVES, OR AGENTS OF COVERED ENTITY, INCLUDING WITHOUT LIMITATION HOW THEY PERFORM THE COVERED ENTITY SERVICES AND ACHIEVE COMPLIANCE WITH APPLICABLE LAWS. CTS DOES NOT HAVE RESPONSIBILITY FOR MAKING DAY-TO-DAY AND CRITICAL DECISIONS REGARDING THE COVERED ENTITY SERVICES, INCLUDING WITHOUT LIMITATION THE MANAGEMENT OR SUPERVISION OF ANY ACTIVITIES COMPRISING THE COVERED ENTITY SERVICES. CTS IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY OR NATURAL RESOURCES ARISING FROM OR RELATING TO THE PERFORMANCE OF THE COVERED ENTITY SERVICES.

6.3 **WAIVER OF DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, ENHANCED OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGES AND LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR COVERED ENTITY SERVICES OR CTS SERVICES THEREUNDER, REGARDLESS OF WHETHER: (A) SUCH DAMAGES WERE FORESEEABLE; (B) THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

7 Payment

7.1 **Payment.** Covered Entity shall not be responsible for paying the charges of CTS or Haulers for CTS Services.

7.2 **No Disposal Fees.** Pursuant to C.G.S.A. § 22a-905i(j), Covered Entity may not charge for the receipt of Covered Products that are discarded in the State.

7.3 **No Access or User Fee.** If a State resident is accessing a Drop-Off Site solely to participate in the Program, Covered Entity may not charge that resident a fee for such access.

7.4 **Decals.** Covered Entity will provide State residents, free of charge, any necessary decal allowing them to deposit Covered Products at a Drop-Off Site. Notwithstanding the foregoing, nothing herein prohibits Covered Entity from charging State residents for a decal for depositing Non-Covered Products.

8 Audit and Inspection Rights.

8.1 **Compliance Monitoring.** CTS and its representatives may (a) monitor and verify that Covered Entity has complied with this Agreement and Applicable Laws; and (b) consult with Covered Entity about such compliance; provided, however, that CTS shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of Covered Entity, (ii) the activities undertaken by Covered Entity in the performance of this Agreement, and (iii) the means by which Covered Entity meets all requirements, including without limitation Applicable Laws.

8.2 **Site Inspections.** CTS and its representatives may, audit and inspect, with full access, Covered Entity's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which Covered Entity performs Covered Entity Services. CTS will provide Covered Entity with at least seventy-two (72) hours' notice before any such audit or inspection.

8.3 **CTS Audit Rights.** Covered Entity will maintain and make available to CTS, during regular business hours, accurate books and accounting records relating to the Covered Entity Services under this Agreement. Covered Entity will permit CTS to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement.

8.4 **Record Retention.** Covered Entity shall maintain data and records related to this Agreement in an accessible location and condition for a period of not less than three (3) years, or the time required under Applicable Laws, whichever is later.

8.5 **Recordkeeping**. In addition to any other records CTS reasonably requests, Covered Entity shall maintain the following records (which may include records that are made available by Hauler or a processor through the RLG portal):

a. for each pick-up of Covered Products by a Hauler from a Drop-Off Site, a bill of lading or equivalent shipping documentation specifying the following:

i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler; and

ii. any registration number of the Hauler; and

iii. the destination of the Covered Products; and

iv. the quantity and type of Covered Products being transported; and

v. the date on which the Hauler accepted the Covered Products from the originating location; and,

vi. the signatures of both the Hauler and a representative of the originating Drop-Off Site;

b. records of any inspections required by Applicable Laws;

c. Covered Product Drop-Off Logs (*e.g.*, quantity, state of residence); and

d. Employee training records, as described in and required by the Program Guidelines.

9 Indemnification.

9.1 To the extent permitted by Applicable Laws, CTS shall defend, indemnify, and hold harmless Covered Entity from and against all claims, suits, demands, obligations, losses, damages, expenses, and causes of action ("Losses") from third-party (including but not limited to government) claims to the extent arising out of or related to (a) CTS's material breach of this Agreement; or (b) CTS or Hauler's negligence, recklessness, or willful misconduct.

9.2 Notwithstanding Agreement § 9.1, CTS shall not be liable for Losses under Agreement § 9.1 to the extent such Losses arise out of or relate to Covered Entity's: (a) material breach of this Agreement; or (b) negligence, recklessness, or willful misconduct.

10 Insurance. Covered Entity shall provide at its own expense general liability insurance with limits of not less than one (1) million dollars for each occurrence, as well as any other insurance to the extent and in the amounts required by Applicable Laws, for example and without limitation, environmental liability insurance, worker's compensation, automobile insurance, etc. Covered Entity shall add CTS as an additional insured to the general liability policy, and environmental liability policy, if available, through a blanket additional insured endorsement providing coverage for liability arising out of the Covered Entity's premises or its operations separate from this Agreement. Upon written request, Covered Entity will provide CTS with corresponding certificates of insurance and copies of such endorsements.

11 Termination of Agreement.

11.1 **Termination for Cause.** Either Party may terminate this Agreement under the following conditions:

a. Immediately upon prior Written notice if the other Party has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or

b. upon seven (7) days' prior Written notice if the other Party has violated Applicable Laws.

Any notice of termination must specify the date of termination and the reasons for termination.

11.2 **Termination for Convenience.** Either Party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon thirty (30) days' prior Written notice to the other Party.

11.3 **Program Termination.** If CTS's Program in the State is terminated, disapproved, or otherwise discontinues operations, CTS may terminate this Agreement upon (60) days' prior Written notice to Covered Entity.

11.4 **Effect of Termination.** If this Agreement is terminated under this Agreement § 11 or expires under Agreement § 2, CTS shall remove or cause the removal of any collection receptacles Covered Entity assembles pursuant to Agreement § 2.3. The obligation in this Agreement § 11.4 shall be CTS's sole financial obligation with respect to any termination or expiration of the Agreement.

12 Assignment and Subcontracting.

12.1 **Limitations on Assignment.** Neither Party may assign, subcontract, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express Written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment, subcontracting, novation, or other transfer made in violation of this Agreement § 12 is void and has no effect. Notwithstanding the foregoing, by providing Written notice of transfer or an assignment, without the other Party's Written consent either Party may transfer or assign this Agreement or the obligations and rights hereunder: (i) to another entity in its corporate family; (ii) to its successor; or (iii) in connection with a transfer of ownership, merger, or acquisition of such Party.

12.2 **Approved Assignees and Subcontractors.** If an assignee, subcontractor, or other transferee is approved by CTS, such entity is bound by all the provisions of this Agreement, and Covered Entity shall be solely responsible for such entity's actions under this Agreement. However, nothing contained in this Agreement or otherwise creates any contractual relationship between CTS and such assignee, subcontractor, or other transferee. An assignment, subcontract, novation, or other transfer does not relieve Covered Entity of its responsibilities and obligations hereunder. It is Covered Entity's responsibility to ensure that any assignee, subcontractor, or other transferee is aware of and complies with the provisions of this Agreement relating to the obligations being performed by that assignee, subcontractor, or other transferee. Covered Entity agrees to be as fully responsible to CTS for the acts and omissions of its assignees, subcontractors, or other transferees as it is for its own acts and omissions.

13 Notices.

13.1 **Delivery of Notices.** Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either Party may change the address information below by providing Written notice to the other Party. Notice is effective upon delivery. If delivery is refused, notice must be attempted by an alternate method hereunder. If delivery is refused for more than one method of notice specified herein, notice is deemed to be effective as of the date the second notice was attempted.

CTS

To:	Connecticut Tire Stewardship LLC
Attn:	Jesse Schofield
Email:	jesse@recycletiresct.com_____
Phone:	860-508-7732_____
Address:	1400 K St NW Ste. 900_____
	Washington, DC 20005_____

_____

To:	_____
Attn:	_____
Email:	_____
Phone:	_____
Address:	_____
	_____

14 Independent Contractor Status.

14.1 **Relationship Between the Parties.** The Parties intend that Covered Entity, in performing the Covered Entity Services specified herein, is acting as an independent contractor and that Covered Entity will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.

14.2 **Compensation of Employees.** Each Party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither Party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, worker's compensation, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other Party.

14.3 **Workers' Compensation.** Each Party understands and agrees that all of its employees performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that Party and not employees of the other Party. Each Party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that Party pursuant to this Agreement.

14.4 **Relationship of Haulers.** Haulers are independent third-party contractors and are not employees, partners, or agents of either Party. Neither Party is liable for the acts or omissions of the Haulers under this Agreement.

15 *Dispute Resolution.*

15.1 **Good Faith Negotiation.** Both Parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.

15.2 **Agreement to Arbitration.** Subject to the conditions and limitations of this Agreement § 15, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association. Any decision of an arbitrator engaged under this Agreement § 15 is final, and enforceable upon both Parties. The Parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

15.3 **Enforcement of Arbitration.** Each Party hereto accepts the jurisdiction of the courts of the State for the purposes of enforcing an arbitration proceeding or arbitration decision pursuant to this Agreement § 15. Each Party will accept service of notice of the other Party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is In Writing and sent by certified letter addressed to said Party according to Agreement § 13, and such notice will have the same effect as if the Party had been personally served within the State.

15.4 **Performance During Dispute Resolution.** The Parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

15.5 **Dispute Resolution Costs.** Each Party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the Parties.

16 Compliance with Law; Safety, Health, and Environmental Protection.

16.1 **Compliance with Applicable Laws.** Each Party shall comply with Applicable Laws in performing its obligations under this Agreement.

16.2 **Notification of Events.** Covered Entity shall notify CTS as soon as possible, and in any case within twenty-four (24) hours of: (i) any circumstance or occurrence during the performance of the Covered Entity Services or CTS Services that requires reporting to any governmental authority under Applicable Laws; or (ii) any safety or environmental incident during the performance of the Covered Entity Services or CTS Services.

16.3 **Event Reporting.** A Party that becomes aware of circumstances, occurrences, or incidents subject to the notification requirements in Agreement § 16.2 will provide to the other Party any information about such circumstances, occurrences, or incidents necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws. At either Party's request, the Parties will cooperate to investigate such circumstances, occurrences, or incidents.

17 Confidentiality and Publicity.

17.1 **Confidential Information.** Except as provided in Agreement § 17.2, each Party shall treat as confidential and not disclose to any third-party, without in each instance securing the prior Written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now in or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known to the recipient Party.

17.2 **Exemptions.** Agreement § 17.1 does not apply to disclosures that are:

17.2.1 Required by Applicable Laws.

17.2.2 Made to a law enforcement agency as part of an actual potential law enforcement agency investigation.

17.2.3 Made to either Party's representatives, parents or affiliates, contractors, subcontractors, or assignees as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of its actual or potential law enforcement agency investigation, provided that all such entities are bound by a confidentiality agreement including terms substantially similar to the terms of this Agreement § 17 prior to receiving any such disclosures.

17.2.4 Made by CTS as necessary to implement the Program.

17.2.5 Responding to a request for information in connection with a legal or administrative proceeding before an authority of competent jurisdiction, provided: (i) the Party responding to such request ("Responding Party") promptly notifies the other Party of the request for information (to the extent legally permitted) so the other Party may seek an appropriate protective order or other remedy; and (ii) the Responding Party marks the information as Confidential.

17.3 **Limitation.** Each Party shall limit disclosures under Agreement § 17.2 to the extent practicable.

17.4 **Publicity.** Neither Party, whether itself or through another, shall publish or disseminate any commercial advertisements, press releases, feature articles, social media posts, or other materials or content using the other Party's name, trade name, contact information, trademarks, logos, trade dress, or service marks without the prior Written consent of the other Party, except that either Party is authorized to use the other Party's name, trade name, and contact information with regard to public outreach and education or other compliance efforts taken with regard to the Program or as required to comply with Applicable Laws.

18 Intellectual Property.

18.1 **CTS Intellectual Property.** All intellectual property, including without limitation software, trademarks, service marks, trade secrets, works of authorship, the CTS-provided [RLG Portal] (the "Portal"), any signage or materials provided pursuant to Agreement § 3.4(g) (the "Materials"), and related patent and copyrights ("Intellectual Property") owned or developed or acquired by CTS will remain the exclusive property of CTS.

18.2 **Limited License.** Solely for the Term of this Agreement, CTS hereby grants Covered Entity a limited, non-exclusive, non-sublicensable, non-transferrable, revocable, royalty-free license to use the Portal and Materials solely to fulfil the Covered Entity Services. Covered Entity shall not, and shall ensure others do not, directly or indirectly, use the Portal or Materials beyond the scope of this limited license, including without limitation by copying, modifying, distributing, creating derivative works from, or otherwise using the Portal or Materials in any other way or for any other purpose, including without limitation actions in violation of Applicable Laws or to develop other products or services. Covered Entity shall not, and shall ensure others do not, directly or indirectly, remove, alter, or obscure any Intellectual Property or proprietary rights notices on the Portal or Materials, including without limitation copyright, trademark, or patent notices. Except for the limited license expressly provided in this Agreement § 18.2, Covered Entity does not acquire any other license, interest, or rights in the Portal or Materials or any other CTS Intellectual Property under this Agreement.

19 Miscellaneous Provisions.

19.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

19.2 **Selective Waiver.** Either Party may waive any default by the other Party under this Agreement by an instrument In Writing to that effect, and no such waiver will extend to any subsequent or other default by the other Party. No failure or delay on the part of either Party to exercise any right hereunder operates as a waiver thereof. Either Party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

19.3 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless In Writing and signed by the respective duly authorized representatives of the Parties hereto. Notwithstanding the foregoing, CTS may update the Program Guidelines by providing 30 days' notice to Covered Entity; Covered Entity's consent is not required for CTS to update the Program Guidelines.

19.4 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Subject to the provisions of Agreement § 15 ("Dispute Resolution"), any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.

19.5 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

19.6 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the Parties hereto, and no third Party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any Party in connection therewith.

19.7 **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the matters herein contained and supersedes any prior agreements or understandings between the Parties, whether oral or written.

19.8 **Authorization and Execution.**

19.8.1 Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. Each Party represents that the representative(s) executing this Agreement on its behalf has the authority to execute this Agreement on its behalf and to bind it to its obligations hereunder.

19.8.2 Each Party agrees to execute this Agreement electronically. This Agreement may be executed in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, email, or other functionally equivalent electronic means of transmission, all of which together shall be deemed to be the one and same Agreement.

19.9 **Survivability.**

19.9.1 **Generally.** All continuing obligations, rights, and remedies of the Parties under this Agreement will survive the expiration or termination of this Agreement, including without limitation the continuing obligations in Agreement §§: 6 (“Title and Risk of Loss; Disclaimers”); 8 (“Audit and Inspection Rights”); 9 (“Indemnification”);11.4 (“Effect of Termination”); 12.2 (“Approved Assignees and Subcontractors”) 15 (“Dispute Resolution”); 16 (“Compliance With Law; Safety, Health, and Environmental Protection”); 17 (“Confidentiality and Publicity”), 18.1 (“CTS Intellectual Property”), and 19.4 (“Governing Law/Venue”).

19.9.2 **Insurance**. Notwithstanding Agreement § 19.9.1, Covered Entity shall maintain the insurance required in Agreement § 10 (“Insurance”) for a minimum of one (1) year following the expiration or termination of this Agreement.

ATTACHMENT A

TIRE COLLECTION PROGRAM DROP-OFF SITE GUIDELINES

a. DEEP "Best Management Practices" for the vehicle services industry recommend: (i) storing as few tires as possible; (ii) hauling tires away on a regular basis; (iii) storing tires indoors or covered to prevent water entrapment; and (iv) ensuring tire piles are accessible to fire and emergency vehicles. *See* DEEP Pit Stops Fact Sheet - Tires (last updated Jan. 2023). This guidance also notes that facilities storing more than 10 cubic yards of scrap tires must obtain a Solid Waste Facility permit.

b. Covered Entity will reasonably restrict the acceptance of Covered Products by number, source, or condition as follows:

   i. Covered Entity must accept for, or provide to, the Program:

      1. Passenger and light truck tires, including passenger, small RV, light truck, motorcycle, golf cart, all terrain vehicle, small utility, RV trailer, mobile home, and lawn and garden tractor tires.

      2. Truck and bus tires, including medium truck, bus, and highway trailer tires.

      3. Tires on rims falling within the tire categories identified in Attachment A § (b)(i)(1) and (2) above.

   ii. Covered Entity will not accept for, or provide to, the Program tires from aircraft or earthmoving, road building, mining, logging, agricultural, construction, or industrial vehicles, or tires more than 42 inches in diameter or weighing over 120 pounds, unless it first arranges otherwise with CTS.

   iii. Covered Entity will not accept for, or provide to, the Program more than eight (8) tires per day from each resident, unless it first arranges otherwise with CTS.

   iv. Covered Entity will not accept for, or provide to, the Program tires from toys, bicycles, commercial aircraft, or personal mobility devices.

   v. Covered Entity will not accept for, or provide to, the Program tires with packed mud or debris.

   vi. Covered Entity will not accept for, or provide to, the Program Covered Products from out-of-State residents.

c. Before they provide Covered Entity Services pursuant to this Agreement, Covered Entity will train its personnel providing Covered Entity Services on:

   - RLG P3 and Web Portal and Program Operations materials document/s

Attachment B: Drop-Off Site Information

A. Basic Site Information	
1. Name of site	
2. Street address for site	
3. City, state, zip code for site	
5. Service area (counties/cities/towns)	

B. Contacts	
6. Primary contact's agency/company	
7. Primary contact's name and title	
8. Primary contact's email and phone #	
9. Second contact's agency/company	
10. Second contact's name and title	
11. Second contact's email and phone #	

E. Other	
12. Additional info or special notes for your site on Tire Stewardship Organization's site locator	

Site ID No. _____ (internal use only)

BE IT RESOLVED AND ORDAINED THAT SECTIONS 15-11 AND 15-16 OF THE TRUMBULL TOWN CODE ARE HEREBY REPEALED AND THE FOLLOWING ADOPTED IN THEIR PLACE:

Sec. 15-11. - Parking and traffic.

(a) Parking within a Town park requires a permit issued by the Department.

(b) No person shall operate a motorized vehicle, including an e-bike or e-scooter, on any trail, pedestrian walkway, or other area not intended for vehicular use within park property, including trails, without expressed permission from the Department.

(~~c~~c) The use of minibikes, snowmobiles, all-terrain vehicles, or any unregistered or unlicensed vehicles is expressly prohibited within all park property.

(~~d~~d) No person shall fail to obey the directions of any Park Ranger, Police Officer, or other Town employees authorized and instructed to direct or otherwise monitor traffic within park property.

(~~e~~e) No person shall operate any vehicle in park property in excess of the posted speed limit or, where not posted, in excess of fifteen (15) miles per hour.

(~~f~~f) No person shall wash, clean, paint, maintain or make repairs to any motor vehicle in any park property.

(~~g~~g) No person shall park a motor vehicle other than in a paved designated parking area without expressed permission from the Department. Curbside or roadside parking within park property is prohibited.

(~~h~~h) Park Rangers, ~~police~~ Police ~~officers~~Officers, and any authorized agents shall have charge and control over all vehicular (including bikes, e-bikes and e-scooters) and pedestrian traffic on the roads, trails or drives within park property.

(~~i~~i) No vehicle shall drive off the paved portion of any road area designated for vehicular access without expressed written permission from the Department.

- **Sec. 15-16. - Penalties.**

(a) The Town, Department, Park Rangers, and Police Officers may enforce all rules, regulations, and ordinances in accordance with G.S § 7-148(b)(10)(A):

Make all lawful regulations and ordinances in furtherance of any general powers as enumerated in this section, and prescribe penalties for the violation of the same not to exceed two hundred fifty dollars, unless otherwise specifically provided by the general statutes. Such regulations and ordinances may be enforced by citations issued by designated municipal officers or employees, provided the regulations and ordinances have been designated specifically by the municipality for enforcement by citation in the same manner in which they were adopted and the designated municipal officers or employees issue a written warning providing notice of the specific violation before issuing the citation ...; - C.G.S. § 7-148, Scope of Municipal Powers.

(b) Any person violating any of the provisions of this chapter, including any person who operates any e-bike or e-scooter in a reckless manner with disregard for the safety of other persons using any public areas, shall be subject to a fine ~~of twenty-five ($25.00)~~ of One Hundred ($100.00) Dollars for the first offense and Two Hundred ($200.00) ~~d~~Dollars for each subsequent offense, in addition to other remedies. Each violation of a separate section of this chapter shall be considered a separate offense and shall not merge with a violation of any other section of this chapter. Each violation continuing more than one day shall constitute a separate offense for each day said violation continues.

(c) An authorized agent of the Department and any Police Officer may eject a person or group from park property for cause.

(d) The Department may suspend all rights, privileges or permits for the use of park property, without refund, of any Person violating any of the provisions of this chapter or regulation who:

(1) After notice by an authorized agent does not immediately cease, correct or rectify any such violation, or

(2) Repeats a violation or violations after notice by an authorized agent of a previous violation, or

(3) Fails to pay upon demand, charges and fees incurred for the use of park property and all expenses incurred by the Town caused by violation of the ordinance.

(e) The Department and any Police Officer may seize and confiscate any property within park property that is brought in or used in violation of any provision of any Town ordinance.

(f) The provisions of this section shall not affect or be deemed to limit any other penalty or remedy provided herein or by the provisions of any other applicable law, ordinance or regulation.

BOARD OF FINANCE

Town Hall
5866 Main Street
Trumbull, Connecticut 06611

Board of Finance Meeting
Council Chambers, Trumbull Town Hall
Unapproved Minutes
February 12, 2026
7:00 pm

Call To Order
Chairman McHugh called the meeting to order at 7:00 pm. All joined in the Pledge of Allegiance followed by a moment of silence. Condolences were sent to Peter Sullivan from Madison Middle School on the passing of his mother.

Present
Chairman, Lainie McHugh, Paul Timpanelli, David Galla, David Pia, Massimo Mallozzi, Michael Colohan, Nathan Tinker (Alternate) and Vincent DeGennaro (Alternate)

Also Present
Maria Pires, Director of Finance; Town Attorney Daniel Schopick; Rebecca Lopez, Internal Auditor; Kathleen McGannon, Chief Administrative Officer; George Estrada, Director of Public Works; Richard Infante, Director of Operations, Public Works; Members of the Trumbull Veterans and First Responders Center Building Committee Raymond Baldwin, Thomas Lee, Architect George Wiles, Michael Lombardo, Preston Merritt, Dan Sacco and Jeff Anderson, Downes Construction

Public Comment
No public comment. Ms. McHugh acknowledged several emails received from parents in regard to the Board of Education budget were distributed to the Board for review.

Internal Auditor
Rebecca Lopez updated the Board on the Human Resources Heath Benefits Administration audit highlighting the following:

1. Conducted for the period covering July 1, 2024 through November 30, 2025.
2. Scope and Methodology provided.
3. Statistical data with the benefit participant data and net medical expense.
4. Five observations with Management responses.
5. Employee Medical Premium Contribution Rates per bargaining unit and Medical Benefit Rates chart.

Question was raised with regard to the non-compliant HEP participants and the timeframe. It was noted it was a matter of a couple of months until it was rectified. Ms. Lopez noted there is a module in MUNIS that is being looked into but the oversight could have been related to staff turnover on multiple levels.

Treasurer's Report
Treasurer's Report was previously distributed to the Board. No discussion.

Discussion on Pavement Preservation
Mr. Estrada thanked those who came to the orientation to share some operational experiences. The Pavement Preservation Program has been in place for the last three years beginning with ARPA funding. It is now carried in the Capital budget. This has become one of the most important components in extending the life of the roads and will provide a more programmatic extension of the life cycle of Town roads.

Ms. McHugh requested Mr. Estrada to schedule additional orientations of the Facilities Department and Parks and Rec.

Mr. Infante discussed the program highlighting the following:

1. This program uses various techniques to preserve the durability, longevity, and drivability of the roadways.
2. In 2014, mix designs of asphalt changed that did not provide longevity. The Town began to use these mixes designed by UCONN. Preservation techniques were developed and they now work in conjunction with the mix designs allowing for stability and longevity.
3. Standard Paving Program was milling and paving with minimal crack sealing. Approximately $18.00 per sq yard but could increase to $54.00. Only working on the worst roads.
4. Started crack sealing in 2023 with ARPA funds for pavement preservation. This is filling the cracks in the road by first cleaning them out and then filling them with polymer modified asphalt (fiber reinforced). Biggest problem for the roads is freezing in winter with water and cold temperatures. 71 roads and 26.12 miles covered. Cost is $.80 to $1.80 per sq yard; $18.00 to mill and pave. Inexpensive and effective process. Qualifying roads are 5-15 years old.
5. Started chip sealing in 2024. This is cleaning the road by sweeping, clearing any vegetation and spraying a hot emulsion on it with an aggregate that covers the entire surface taking out imperfections and cracks. They crack seal first and then chip seal over the top. One additional liquid asphalt layer is applied to complete the process. Qualifying roads are 16-20 years old. Six to eight years extension.
6. Experimented with fog sealing with sand finish on two roads. It is the same process with the oil after cleaning and putting sand down for traction. Qualifying roads are 5-12 years old.
7. 2024 – crack sealing - 30 roads covering 9.27 road miles; chip sealing - 13 roads covering 2.27 road miles and fog seal with sand finish - 2 roads covering .64 road miles.

8. In 2024, found a process for filling pot holes by an air injected liquid emulsion that layers aggregate into the pot holes. Specialized truck is available most of the year for this process and is rented due to cost. One truck/one week - 6 roads covering 7.92 road miles.
9. Total 51 roads covering 20.1 road miles in 2024.
10. Continued to use the same methods in 2025 totaling 42 roads covering 20.13 road miles.
11. Process is not perfect with traffic concerns and lose stones, but the value is noticeable.
12. Adding in a mastic application; Board already approved the mastic trailer. This application covers cracks over 1.5 inches that cannot be addressed by crack sealing. It is liquid asphalt with stones mixed in. Will be able to capture more roads. Very effective.
13. Coverage over three years – crack sealing covered 37.68 miles; chip sealing covered 5.63 miles and the pot hole truck covered 22.4 miles (concentrating on main roads).
14. Looking into other preservation methods. All current methods of preservation are recyclable.

Discussion was held regarding cost of the process; qualifying roads are approximately 15-20% due to road paving in prior years; cost of a mile of road would be in the low $300 depending on the condition of the roadway and required repair.

Ms. McHugh thanked Mr. Infante for his presentation. When the PSI study is received, would like it presented at a joint Town Council/Board of Finance meeting. Mr. Estrada thanked him for the work done and for his expertise.

02-26-01 – Bonding Resolution – Trumbull Veteran's and First Responders Center - $710,000 ($703,000 plus $7,000 Financing Costs)
Motion made by Mr. Pia to read the title of the Resolution in its entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting. Seconded by Mr. Timpanelli. Motion passed 6-0-0. All back-up information can be found on-line.

Mr. Galla introduced the following resolution:

> 02-26-01 bonding resolution for the Trumbull Veterans and First Responders Center for $710,000 ($703,000 plus Financing Costs) for the planning, design, demolition, construction, renovation, equipping and furnishing of a new Trumbull Veterans and First Responders Center and authorizing the issuance of $710,000 in bonds of the Town to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose.

Mr. Galla moved its adoption; seconded by Mr. Pia.

Mr. Baldwin reviewed the history of the project noting they formulated the design with cost estimates during the pandemic. They were able to secure funding for $1.5 million in State bonding. At that time, projected cost per sq ft was approximately $500; however, bids came in at approximately $842 per sq foot. They have raised over $5 million for the project to date. The

bidder on the project agreed to hold their contract rate until the end of the month. Ms. McHugh noted this agreement is in writing and will be sent to the Board for review.

The $703,000 requested includes $300,000 contingency as recommended by the project manager. The remaining $400,000 is to complete construction. They will continue to fund raise for the project. If the Board approves the funding, construction will start in April/May with completion expected in 9/10 months. Verbal commitments have been received from regional partners but they are waiting to see if the project will move forward.

Initiatives for fund raising were discussed including room sponsorships and plaques. They raised $208,000 which has been earmarked for operating expenses when it opens. Room rental fees will be used for the expenses of the building. They submitted a business plan to the Town approximately two years ago with an operating budget (will need to be updated).

Mr. Baldwin noted the question has been raised about reducing the size of the building to fit the funding received. If the funding was received all at once, it would have been easier to make changes. However, the funding came through at various stages. It was difficult to gauge when they would be able to move forward and there were time restrictions on some of the grants and bonding. The foundation work and septic system were started on time-sensitive funding.

Chief Lombardo discussed the importance of the center with regard to funding and emergency services. The center would provide training space for multiple agencies as a regional asset. (Pia) - would other towns pay to use the space. (Lombardo) – they would train in conjunction with TPD because of regionalization of assets. (Timpanelli) – public-centered entities are not being charged. (Baldwin) – only individuals who want to rent it for birthday parties, etc. This facility would allow partnerships with organizations to help veterans transition back into the community as well as provide other essential services. (Timpanelli) – in the resolution, it is referred to as the Trumbull Veterans and First Responders Center, why wouldn't it be called a regional center. (Baldwin) – when the Committee was started, it was primarily a Trumbull facility. Neighboring towns have joined the Trumbull group giving it the regional notation. Bonding and grants required it be open to others.

Mr. Sacco discussed the business plan for the center, noting fund raising initiatives such as the wall of honor, naming rights and room rentals. (Timpanelli) – who will manage the rentals. (Sacco) – it will be determined when the building is completed but in the past the veterans ran the last center successfully. The reason for the new center is because of structural issues that could not be repaired. Ms. McHugh noted the bond authorization is an authorization up to a certain amount and is not expended until needed. Additional fund raising could reduce the amount required from the bond.

Current financials were reviewed. Ms. McHugh questioned if the expenses paid were presented to the Town Council from the Committee. Mr. Sacco noted they were paid through the Finance Director.

Mr. Merritt commented on his involvement with the Committee and what it would mean to the veterans and the civic community. Everyone will be proud of this building.

Ms. McHugh noted everyone supported the project but timing with this resolution is difficult. There are some concerns regarding how the process goes from here. Discussions have been held with various individuals. She feels there are some great ideas but other items need to be put into place as they move through the process. The Committee needs to be working with the Town Council to make sure budgetary implications are discussed such as determining if help from the Town would be required once the doors open until it is self-sustaining. If individuals are hired, who would be responsible for them and how would they be paid. These need to be worked out between the Committee, Town Council, Town Attorneys, etc. There are also considerations with regard to the bond, grant money restrictions and changing the scope of the project. There will be routine reports to the Town Council so the project, when it is completed, will be ready to open its doors. Mr. Baldwin noted these topics will need to be addressed soon and will work with the Town Council. (Tinker) – need to have events scheduled prior to opening as other venues often look at 2-3 years ahead for rentals. Need to have it turnkey at opening. (Pia) – thanked the veterans present for their service and questioned usage. (Baldwin) – only services for veterans; no residents like the Homes for the Brave.

Mr. Galla questioned the Downes Construction budget valued engineering estimate of $436,000. Mr. Wiles noted after the bids were received, they developed a list of over 40 items including a moveable wall, curtain wall glass over-looking Katz Pond (changed to picture windows and French doors). (Galla) – any other items that can be removed without changing the scope of the project. (Wiles) – this was a challenge. It needs to be a self-sustaining building. None of the items discussed affect the programmatical goals of the building. There are other items that could be considered in the savings such as pipes and insulation. Conversely concrete prices and carpenter raise added costs back. (McHugh) – warming kitchen – reason why it is not a full kitchen. (Wiles) – size of the kitchen was driven by the size of the septic system.

Mr. Tinker questioned the number of parking space. Mr. Wiles noted there are approximately 50 spaces. It does comply with the Town Zoning Regulations. Currently, the rough grading of the lot has been completed. The Town provided the fill which was a tremendous savings.

Mr. Baldwin noted volunteers have come forward to work as well as others making contributions.

Question was raised regarding the funding. Mrs. Pires noted it was awarded by the State and is reimbursable as expenditures are incurred.

Ms. McHugh read the motion on the floor. **Motion passed 6-0-0.**

Discussion Items

1. Year to Date Budget Report – Expenditures FY 2026 – no further discussion.
2. Year to Date Budget Report – Revenue FY 2026 – no further discussion.

Approval of Minutes
Motion was made by Mr. Timpanelli to accept the minutes of January 15, 2026 as presented; seconded by Mr. Galla. Motion passed unanimously.

New Business
Mrs. Pires presented the proposed meeting dates for budget hearings. Department dates would be March 10 and March 19. Details will be confirmed and distributed.

Adjournment
There being no further business, motion was made by Mr. Pia to adjourn the meeting at 8:27 pm; seconded by Mr. Galla. Unanimous.

Respectfully submitted,

Barbara Crandall
Acting Clerk

RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLVED:

Section 1. The sum of $710,000 is hereby appropriated by the Town of Trumbull, Connecticut (the "Town") for the planning, design, demolition, construction, renovation, equipping and furnishing of a new Trumbull Veterans and First Responders Center, as more fully set forth in that certain Budget Report, dated as of January 23, 2026, prepared by Downes Construction Company, LLC, as amended from time to time, and related costs, including, but not limited to: expenses related to architectural and advisory services; engineering; oversight; permitting; demolition of existing structures earthwork, excavation and site work; topographic surveys, environmental, geological and geotechnical testing; and site remediation; installation of concrete, masonry, structural and steel improvements, thermal and moisture protection, doors, windows and finishes, kitchen equipment; installation of fire protection and sprinkler systems, plumbing infrastructure, heating, ventilation, and air conditioning systems, electrical systems, site lighting, utilities, communications, technology, data, life-safety and security systems; ADA and other code compliance improvements; and related site and interior improvements, including roofing, hardware, hazardous-materials assessment, testing and abatement; acquisition and installation of materials, furniture, fixtures, and equipment; and construction, reconstruction and improvement of parking areas, sidewalks, driveways, storm drainage facilities and sanitary sewerage systems, landscaping, and temporary parking and storage; and legal, consulting, licensing, advertising, administrative, printing, governmental fees and expenses and costs of issuance related thereto (the "Project").

Section 2. To meet said appropriation, $710,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds. The bonds shall be in the denomination of $1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the First Selectman and the Town Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of

such bonds, including the approval of the rate or rates of interest, shall be determined by the First Selectman and the Town Treasurer, in accordance with the Connecticut General Statutes.

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

Section 4. The First Selectman and the Town Treasurer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the First Selectman and the Town Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the First Selectman and the Town Treasurer, be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut and be certified by a bank or trust company designated by the First Selectman and the Town Treasurer, pursuant to Section 7-373 of the Connecticut General Statutes. The notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes, or other tax-exempt obligations ("Tax-Exempt Obligations") authorized to be issued by the Town. The Tax-Exempt Obligations shall be issued to reimburse such expenditures not later than eighteen (18) months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or her designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax-Exempt Obligations.

Section 6. The First Selectman and the Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified, and approved.

Section 7. The First Selectman and the Town Treasurer, or either of them, are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents, and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The First Selectman and the Town Treasurer, or either of them, are hereby

authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors, and others.

RESOLUTION TC31-66 Back-UP

Town of Trumbull

CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000

AGENDA No. 894

I	CALL TO ORDER	DATE:	February 23, 2026
II	MOMENT OF SILENCE	TIME:	6:00 p.m.
III	PLEDGE OF ALLEGIANCE	PLACE:	Town Hall
IV	ROLL CALL		
V	PUBLIC COMMENT		
VI	NEW BUSINESS		

NOTICE IS HEREBY GIVEN That the Town Council of the Town of Trumbull will hold a special meeting at the Town Hall on February 23, 2026, at 6:00 p.m., with respect to the following proposed resolutions:

If weather does not permit, the meeting will be via videoconference, (See link below):

Town Council Special Meeting
Feb 23, 2026, 6:00 PM
https://us06web.zoom.us/j/87870437239?pwd=kLzwOCAxkvXpcu4BpJ3HCsYVzW1ara.1
Webinar ID: 878 7043 7239
Password: 874569

Join by telephone: (929) 205-6099 or (888) 475-4499 (Toll Free) / Webinar ID: 878 7043 7239

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1. RESOLUTION TC31-26: RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

VII ADJOURNMENT
COPY OF THE RESOLUTION ATTACHED HERETO
Ashley Gaudiano, Trumbull Town Council Chairman

RESOLUTION

1. RESOLUTION TC31-26: RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE (FULL RESOLUTION ATTACHED)

FULL RESOLUTION

RESOLUTION TC31-26:

RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLVED:

Section 1. The sum of $710,000 is hereby appropriated by the Town of Trumbull, Connecticut (the "Town") for the planning, design, demolition, construction, renovation, equipping and furnishing of a new Trumbull Veterans and First Responders Center, as more fully set forth in that certain Budget Report, dated as of January 23, 2026, prepared by Downes Construction Company, LLC, as amended from time to time, and related costs, including, but not limited to: expenses related to architectural and advisory services; engineering; oversight; permitting; demolition of existing structures earthwork, excavation and site work; topographic surveys, environmental, geological and geotechnical testing; and site remediation; installation of concrete, masonry, structural and steel improvements, thermal and moisture protection, doors, windows and finishes, kitchen equipment; installation of fire protection and sprinkler systems, plumbing infrastructure, heating, ventilation, and air conditioning systems, electrical systems, site lighting, utilities, communications, technology, data, life-safety and security systems; ADA and other code compliance improvements; and related site and interior improvements, including roofing, hardware, hazardous-materials assessment, testing and abatement; acquisition and installation of materials, furniture, fixtures, and equipment; and construction, reconstruction and improvement of parking areas, sidewalks, driveways, storm drainage facilities and sanitary sewerage systems, landscaping, and temporary parking and storage; and legal, consulting, licensing, advertising, administrative, printing, governmental fees and expenses and costs of issuance related thereto (the "Project").

Section 2. To meet said appropriation, $710,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds.

The bonds shall be in the denomination of $1,000 or a whole multiple thereof, be issued in fully registered fonn, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the First Selectman and the Town Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of 33891766-vJ such bonds, including the approval of the rate or rates of interest, shall be determined by the First Selectman and the Town Treasurer, in accordance with the Connecticut General Statutes.

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then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes, or other tax-exempt obligations ("Tax-Exempt Obligations") authorized to be issued by the Town. The Tax-Exempt Obligations shall be issued to reimburse such expenditures not later than eighteen (18) months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or her designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax-Exempt Obligations.

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TOWN OF TRUMBULL
NOTICE OF MEETING
BOARD OF FINANCE

DATE: February 12, 2026
TIME: 7:00 P.M.
PLACE: Council Chambers

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

INTERNAL AUDITOR – Rebeca Lopez – (to follow)

TOWN TREASURER'S REPORT – Anthony Musto (to follow)

DISCUSSION ROAD PAVING – GEORGE ESTRADA/RICHARD INFANTE

02-26-01 – Bonding Resolution– rumbull Veteran's and First Responders Center–$710,000 ($703,000 plus $7,000 Financing Costs)

RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

DISCUSSION ITEMS

- Year to date budget report - Expenditures FY 2026
- Year to date budget report - Revenues FY 2026

APPROVAL OF MINUTES – January 15, 2026

ADJOURNMENT

RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors, and others.

Most Recent

DOWNES CONSTRUCTION

TRUMBULL VETERANS AND FIRST RESPONDERS
BUDGET REPORT 6/18/2025 (Rev. 1/23/26 (Rev)

REQUIRES REVIEW/CONFIRMATION

Item No.	Item		CONTRACT / BUDGET	Contractor	CHANGE ORDERS	PENDING CHANGE ORDERS	REVISED CONTRACT / ANTICIPATED FINAL COST
TRADE COSTS							
00 00 00	GC Lump Sum Bid - PAC's Group		$4,164,417	PACS			$4,164,417
	VALUE ENGINEERING (ESTIMATE ONLY)		-$436,000				-$436,000
01 00 00	General Conditions (PR's)		w/ GC Bid	PACS			$0
02 00 20	Demolition of Extisting Struct. - Ph1		$44,436	Conte	($1,047)		$43,389
03 00 00	Concrete Work - Phase 1		$257,000	Nagy	$69,439		$326,439
04 00 00	Masonry		w/ GC Bid	PACS			$0
05 00 00	Structural Steel		w/ GC Bid	PACS			$0
05 00 00	Misc. Steel Railings		w/ GC Bid	PACS			$0
06 00 00	Wood. Plastics & Composites		w/ GC Bid	PACS			$0
07 00 00	Thermal & Moisture Protection		w/ GC Bid	PACS			$0
08 00 00	Doors and Windows		w/ GC Bid	PACS			$0
09 00 00	Finishes		w/ GC Bid	PACS			$0
10 00 00	Specialties		w/ GC Bid	PACS			$0
11 00 00	Kitchen Equipment		w/ Soft Costs	Town			$0
12 00 00	Furnishings		w/ GC Bid	PACS			$0
15 00 00	Sprinkler System		w/ GC Bid	PACS			$0
22 00 00	Plumbing		w/ GC Bid	PACS			$0
23 00 00	HVAC		w/ GC Bid	PACS			$0
26 00 00	Electrical		w/ GC Bid	PACS			$0
26 56 00	Site Lighting		w/ GC Bid	PACS			$0
31 00 00	Earthwork - Phase 1		$415,000	Nagy	$67,015		$482,015
31 00 00	Earthwork (Remaining Scope No w/		w/ GC Bid	PACS			$0
ALLOWANCES							
	Stabilization of existing foundation						Paid by separate source
	SUBTOTAL TRADE COST		$4,444,853		$135,406	$0	$4,580,259
INDIRECT COSTS							
	Excess Liability Insurance		w/ GC Bid				$0
	CM Pre Construction Fee		N/A				$0
	P & P Bond Costs		w/ GC Bid				$0
	General Conditions Cost		w/ GC Bid				$0
	Fee		w/ GC Bid				$0
	State Ed Fee		w/ GC Bid				$0
	Trumbull permit fee		Assume Waived				$0
	SUBTOTAL INDIRECT COSTS		$0		$0	$0	$0
	TOTAL CONSTRUCTION COST		$4,444,853		$135,406	$0	$4,580,259
SOFT COSTS: additional expenses							
	Owner FFE		$148,729				$148,729
	AV/Technology - Equipment		$75,000				$75,000
	Generator ($40,000)						Not provided
	Kitchen Equipment		$25,000				$25,000
	Architectural / Engineering Fees:						
	Wiles PO 20210372		$185,000	Wiles			$185,000
	Wiles Addl. Services No. 01		$7,500				$7,500
	Wiles Addl. Services No. 02		$15,000	Wiles			$15,000
	Wiles Addl. Services No. 03		$40,350				$40,350
	Wiles Reimburseables Allowance:		$20,000	Wiles			$20,000
	Wiles Shoring Structural Design		$7,575				$7,575
	Wiles VE Design Services		$4,500				$4,500
	Wiles Structural Engineering Const		$2,500				$2,500
	Wiles Civil Engineering Const. Admin		$3,500				$3,500
	Wiles MEP Engineering VE Design		$4,500				$4,500
	Wiles Shoring Structural Design		$7,575				$7,575
	CA Fee (Downes)		Sep Budget	Downes			$0

DOWNES CONSTRUCTION

TRUMBULL VETERANS AND FIRST RESPONDERS
BUDGET REPORT 6/18/2025 (Rev. 1/23/26 (Rev)

REQUIRES REVIEW/CONFIRMATION

Item No.	Item		CONTRACT / BUDGET	Contractor	CHANGE ORDERS	PENDING CHANGE ORDERS	REVISED CONTRACT / ANTICIPATED FINAL COST
	CA Fees (Downes - Additional)		$25,000	Downes			$25,000
	Topo Survey of existing		w/ Arch / Eng Fees				$0
	Phase 1 Site Assessment		$2,392				$2,392
	Consulting Services - Environ. Review Redord		$2,000				$2,000
	Geotechnical Testing		$0				$0
	Testing and Special		$25,229				$25,229
	Utility Company service fees		$75,686				$75,686
	Builders Risk		$50,000				$50,000
	Soft Cost Contingency		w/ Owner Cont				$0
	Other Owner Expenses						$0
	Misc. Finance		Not Required				Not required
	Professional Services / Legal Fees (DECD Grant R		$ 5,340.00				$5,340
	Operating Costs		Not Included				Not Included
							$0
	SUBTOTAL SOFT COSTS		$732,375		$0	$0	$732,375
	Contingency Change						($135,406)
	Owners Contingency		$435,406				$435,406
	Current Owner's Contingency						$300,000
	TOTAL PROJECT ANTICIPATED FINAL COSTS:		**$5,612,634**				**$5,612,634**
	TOWN BUDGET (ALL SOURCES)						
	Governors Bond Allocation		$ 900,000				$ 900,000
	Dinardo Enterprises Donation + Generator		$ 100,000				$ 100,000
	BOND		$ 200,000				$ 200,000
	VCHUD (HUD)		$ 750,000				$ 750,000
	DECD Grant		$ 1,500,000				$ 1,500,000
	HUD ED CPF Grant		$ 1,200,000				$ 1,200,000
	ROTARY CLUB (PROJECTED)		$ 50,000				$ 50,000
	VFW		$ 80,000				$ 80,000
	STEEP G0342		$ 129,000				$ 129,000
	TOTAL TOWN BUDGET		$ 4,909,000				$ 4,909,000
	OVER / (UNDER) T&B BUDGET		**$ 703,634**				**$ 703,634**

Trumbull Veterans & First Responders Building Committee Meeting

Thursday January 29, 2026, 6:30pm

Via Zoom

Call to Order

The meeting was called to order by Chairman Ray Baldwin at 6:30 pm.

Pledge of Allegiance

Attendance:
Ray Baldwin, Chairman
Preston Merritt
Dan Sacco
Michael Lombardo
Bruce Silverstone
Steve Lemoine
Richard Wolf
Mary Issac

Also Present:
George Wiles, Wiles Architects
Rich Infante, Trumbull Public Works
Maria Pires, Director of Finance, Town of Trumbull
Rina Bakalar, Director, Economic Development, Town of Trumbull
Jeff Anderson, Downes Construction
John Nugent, Attorney for Town of Trumbull
Ernie Foito, American Legion Commander
Graham Bissett, VFW Post 10059 Commander

Public Comment

Mr. Foito and Mr. Graham commented that they want to be able to get a building done as soon as possible even if it means downsizing it.

Approval of August 6, 2025, Meeting Minutes

Moved by Mr. Sacco and seconded by Mr. Merritt to approve the August 6, 2025 Meeting Minutes. **Vote: 8-0-0**

Discussion and motion to request up to $700K in funding from the town of Trumbull for the completion of construction of the center should it become necessary (Bakalar & Baldwin)

Mr. Nugent stated that if committee approves this and Town Council and Board of Finance approve, we can bond the money. Once we have the bond in place between the contingency and other funding, we may not have to draw down on the bond 100%. We can replace the money from other sources and the town will not have draw down on the bond—this would mean less borrowing costs for the town, and Mr. Nugent encourages this.

Mr. Baldwin said this bond money is at the back end of the project. We have money to start construction. The estimation is that if we start in April or May, project won't be completed until next January or February. We have a lot of time to get donors in place.

Mr. Sacco said that he will vote yes on this motion but wants to make sure we understand that we're doing this project because it's good for the community and veterans are already on record saying that they are fine with a smaller building. Mr. Sacco stated that he wants to make sure it is on record that there's no misunderstanding from the veterans' standpoint that this is where they stand.

Mr. Baldwin said the view of the two commanders is very clear. Must remember that this is a town-owned building and they will want to use this facility.

Ms. Issac stated that she agrees with Mr. Silverstone that this is a monumental task that's been in process for 6 years and that building costs have escalated since then. Ms. Issac asked if the $250K state grant has already spent? Ms. Bakalar said that the money went to veteran's organization and was used for multiple things. An account of how the funds were dispersed have been given to the state.

A discussion took place on how the $250K was spent and explained that we have another $200K being saved for operating expenses. Ms. Isaac asked if the Committee would entertain using this toward the 700K, in case there's no appetite. But the question is how do we pay bills to run the building. Mr. Sacco said he prefers to scale back the building rather than use the $200K toward the project. They want to run the building without having to come back to the town to ask for more money.

There is a robust contingency of $300K in the budget and that's part of the $700k. We may not use this.

Mr. Lombardo asked if at some point if we raise money, would we pay back the town. Mr. Baldwin said that's the idea with the $700K – if at the very end we find a shortfall, this is when we would draw down. Whatever money we raise will be that much less the town pays at the end.

Mr. Merritt thanked Ms. Bakalar for all her hard work.

Mr. Nugent wants everyone to understand that the project cannot go to contract without committed funds for the project. Won't be able to sign a contract without commitment for all funds. Mr. Baldwin agreed.

Mr. Wolf said he's honored to be part of the committee. Supports asking the town for the $700k.

Ms. Tesoro stated that the committee has her full support on this project. She also wants to be absolutely sure that committee is confident that the $700k is sufficient. She doesn't want the committee to come back again. Mr. Baldwin said this is a question for Mr. Wiles and Mr. Anderson.

Mr. Anderson said this entirely predicated on Pax's willingness to hold their bid plus value engineering. There's confidence in the professional word given by Pax. They are a reputable firm and have put in writing to Mr. Wiles, so we don't have anything to lead us to believe that Pax won't concur as long as we're in vicinity of end Feb/early March. Mr. Wiles concurred with this.

Motion made by Preston Merritt and seconded by Richard Wolf:

I make a motion that the Trumbull Veterans and First Responders Center Building Committee hereby request the Town of Trumbull to guarantee and provide funding for any construction budget shortfall for the center in an amount not to exceed $703,000. Vote: Approved unanimously

Mr. Sacco stated that he wanted to make sure that in no way are the veterans expected to take out a loan for the building.

Discussion of Construction Timetable

Mr. Baldwin said that assuming we get approval from BoF and TC (the closest TC vote is in first Monday in March) they can pass it as emergency legislation so it goes into effect right away. If this is the case, how soon can Pax begin construction and how long will it take?

Mr. Wiles has a commitment until end of Feb but need to is to revisit with Pax to get sooner. Mr. Wiles thinks Pax would start entering contracts with subs. Mr. Wiles construction time estimation is between 9-11 months.

Mr. Anderson said if it's possible to get a contract drafted for Pax knowing we can't release until approvals occur, so they get a contract in hand ASAP. Need to allow for a month for submittals and chapter drawings to be able to start construction. Mr. Wiles said that there would be constructions activities that could get done in the meanwhile to move project along. There will be a period of mobilization that can take 30 days. Mr. Baldwin asked if it would be possible for Town Council to hold a special meeting should BoF pass this. Ms. Tesoro can ask that question. She also thnks we should have joint meeting with TC and BOF (meets Feb. 12). Ms. Issac will be point to get special meeting scheduled.

Any other related business to project

Mr. Silverstone questioned a line item in recent budget which was architectural invoices of $185K. Not questioning the work, but question is what will fee be as we continue for remainder of project? This seems to be a growing number. Mr. Wiles said he has $298K to finish the run. Mr. Silverstone asked Mr. Wiles if he'll be able to come in at this number. Mr. Wiles said we have stipulated contract that's now old. This contract was signed 6 years ago and has held this number since. Mr. Wiles added that also helped develop the website.

Ms Pires said need to work on new contract for Mr. Wiles which committee must approve. Mr. Baldwin asked if the current contract can just be extended. Mr. Wiles said he can discuss this with Ms. Pires and/or Mr. Nugent. Ms. Pires will review with Mr. Nugent and circle back.

Ms. Pires said that regarding bonding resolution, she will need information by next Tuesday so she can submit to Bond Council – it needs to go on agenda by Friday. Said committee should prepare a memo to BoF and needs minutes of tonight's meeting.

Motion made by Mr. Merritt and seconded by Mr. Sacco to adjourn the meeting at 7:26 pm. **Vote: 8-0-0**

Submitted by

Marisa Petriello

Additional Back-up Distributed at the BOF Meeting

Amount	Building Support And Reason
19,000	For Front Entrance Redesign
15,000	For Waterline for the building
8,500	For 2 inch waterlines needed for added sprinkler system
20,000	For SGC Gas Line
10,000	For Stone Pavers below the deck
11,000	To winterize foundation
10,000	For Deck
3,500	For Caryn Kaufman to support Advertising
14,000	For Plaques and Wall Naming
1,500	For Military Wall Logos for Wall of Honor
1,500	For replacement ground monuments broken
500	To Nagy for UI billing.
500	Mailbox Charges
550	Web + Domain Costs
5,500	Admin charges
$121,050	

Naming Rights Sold	In Bank	Difference	
199,050	$99,050	100,000	Gave to building development

Fund Breakout	
Rights Sold	$199,050
Collected	$250,000
Interest Earned	$6,619
Plaques Sold	$19,000
Total In	**$474,669**

Allocation	
Bank Account	$209,000
Donated	$100,000
Spent	$121,050
Allocated	$44,619
Total	**$474,669**

Costs Until Opening	
Jacquline (Admin)	$6,000
Awards and Dec	$25,000
Web Site -Current/new	$1,100
Hosting costs	$1,000
Mailbox	$300
Domains	$100
Misc	$11,119
Total	**$44,619**

Additional funds to be donated if sold	
Kitchen	25,000
Sound Sys	50,000
Generator	40,000
	115,000

Town of Trumbull

CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000

MINUTES
FEBRUARY 23, 2026

CALL TO ORDER: The Chair called the virtual special meeting to order at 6:01 p.m. All present joined in a moment of silence and the Pledge of Allegiance.

ROLL CALL: The clerk called the roll and recorded it as follows:

PRESENT:

Ann Sather	Carl Massaro	Ashley Gaudiano
Brian Walsh	Christine El Eris	William Mecca
Jason Marsh	Jennifer Winschel	John Foreman
Joy Colon	Kelly Mallozzi	Mary Isaac
Matthew Dunn	Michael Buswell	Nicole Satin
Richard Wolf	Steven Spillane	Thomas Broderick
Tony Scinto	Jerrod Ferrari	Anthony Dorsey (Arrived at 6:07 p.m.)

ALSO PRESENT: First Selectman Vicki A. Tesoro, Chief administrative Officers Cynthia Katske and Kathleen McGannon, Town Attorney Daniel Schopick, Finance Director Maria Pires, Trumbull Veterans & First Responder Building Committee Chairman Ray Baldwin, Trumbull Veterans & First Responder Building Committee members Preston Merritt, Dan Sacco Chief of Police Michael Lombardo, Bruce Silverstone, George Wiles, Wiles Architects, Economic & Community Development Director Rina Bakalar, Jeff Anderson of Downes Construction, Town Attorney John Nugent, American Legion Commander Ernie Foito, VFW Post 10059 Commander Graham Bissett, Town Director of Operations Rich Infante, Fred Petrossi and Massimo Mallozzi

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PUBLIC COMMENT: There was no one present from the public to speak.

The Chair explained the resolution which is the subject of this meeting is available to the public on the Town's website. It was considered and acted upon by the Board of Finance at its February 12, 2026, meeting, and is before the Town Council tonight for review and action.

Moved by Massaro, seconded by Winschel to read the title of the Bond Resolution in its entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting.

VOTE: Motion CARRIED by unanimous consent.

Councilman Marsh read the title of the bond resolution as follows:

> RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE (Full Resolution Attached)

Moved by Satin, seconded by Colon to adopt the resolution as introduced.

Points of discussion are as follows:

- There are no commitments made to other any other communities in terms of usage of the building. There have been discussions with elected officials from Trumbull Monroe about contributing to the center, but those are just conversations nothing concrete, both have said that they'd be interested in more robust discussion, discussion once they know the project is real and moving forward.
- Over the last year or two is that the VFW Post in Shelton, Monroe, Easton and reading have merged with the Trumbull post.
- Multiple councilmen expressed they were happy to see the project moving forward but disappointed the town must put money into the project.
- It was noted there are ongoing fundraising efforts by the building committee and the need for additional donations to reduce the town's contribution.
- $208,000 has been raised to date through fundraising by the building committee which will be used for operating expenses once the building is completed, the goal is to get t $500,000. The expectation is that the building will be self-sufficient using the rentals to cover the operating costs of the building much like Tashua Knolls golf course. They feel comfortable opening the building with $200,000.
- Continued fundraising and naming rights will reduce the $700,000 cost to the Town.
- It was confirmed the fundraising funds are under the control of the VFW.
- It was suggested that seniors in the community to be involved in the use of the facility and to encourage the other towns to contribute to the project financially.

- The committee has enough money to start construction $300,000 of the $700,000 is for contingency, if things go well, they can reduce the amount from the town to $400,000.
- The importance of the building being used by the entire community and not just the veterans was emphasized, and it was further explained the grants received to date require community use.
- Chief Lombardo supports the project and highlights the benefits for the police department and the broader community.
- Councilman Wolf noted he was a new building committee member and spoke in favor of the committee and expressed confidence in the project's success and the potential for generating revenue from other towns.
- The building's parking complies with the town's planning & zoning, but it was acknowledged there are potential issues.
- It was confirmed that any profits from the use of the building should be invested back into the building for maintenance and future needs. The importance of capital reserve was emphasized.
- Emergency legislation was requested.

VOTE: ADOPTED by unanimous consent.

Moved by Mallozzi, seconded by Dorsey to PASS as Emergency Legislation.
VOTE: Motion CARRIED by unanimous consent.

The Chair declared the resolution adopted.

ADJOURNMENT: There being no further business to discuss the Town Council adjourned by unanimous consent at 6:47 p.m.

Respectfully Submitted,

Margaret D. Mastroni
Margaret D. Mastroni, clerk

FULL RESOLUTION

RESOLUTION TC31-26:

RESOLUTION APPROPRIATING $710,000 FOR THE PLANNING, DESIGN, DEMOLITION, CONSTRUCTION, RENOVATION, EQUIPPING AND FURNISHING OF A NEW TRUMBULL VETERANS AND FIRST RESPONDERS CENTER AND AUTHORIZING THE ISSUANCE OF $710,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLVED:

Section 1. The sum of $710,000 is hereby appropriated by the Town of Trumbull, Connecticut (the "Town") for the planning, design, demolition, construction, renovation, equipping and furnishing of a new Trumbull Veterans and First Responders Center, as more fully set forth in that certain Budget Report, dated as of January 23, 2026, prepared by Downes Construction Company, LLC, as amended from time to time, and related costs, including, but not limited to: expenses related to architectural and advisory services; engineering; oversight; permitting; demolition of existing structures earthwork, excavation and site work; topographic surveys, environmental, geological and geotechnical testing; and site remediation; installation of concrete, masonry, structural and steel improvements, thermal and moisture protection, doors, windows and finishes, kitchen equipment; installation of fire protection and sprinkler systems, plumbing infrastructure, heating, ventilation, and air conditioning systems, electrical systems, site lighting, utilities, communications, technology, data, life-safety and security systems; ADA and other code compliance improvements; and related site and interior improvements, including roofing, hardware, hazardous-materials assessment, testing and abatement; acquisition and installation of materials, furniture, fixtures, and equipment; and construction, reconstruction and improvement of parking areas, sidewalks, driveways, storm drainage facilities and sanitary sewerage systems, landscaping, and temporary parking and storage; and legal, consulting, licensing, advertising, administrative, printing, governmental fees and expenses and costs of issuance related thereto (the "Project").

Section 2. To meet said appropriation, $710,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds.

The bonds shall be in the denomination of $1,000 or a whole multiple thereof, be issued in fully registered fonn, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the First Selectman and the Town Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of 33891766-vJ such bonds, including the approval of the rate or rates of interest, shall be determined by the First Selectman and the Town Treasurer, in accordance with the Connecticut General Statutes.

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

Section 4. The First Selectman and the Town Treasurer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the First Selectman and the Town Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the First Selectman and the Town Treasurer, be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut and be certified by a bank or trust company designated by the First Selectman and the Town Treasurer, pursuant to Section 7-373 of the Connecticut General Statutes. The notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes

then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes, or other tax-exempt obligations ("Tax-Exempt Obligations") authorized to be issued by the Town. The Tax-Exempt Obligations shall be issued to reimburse such expenditures not later than eighteen (18) months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or her designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax-Exempt Obligations.

Section 6. The First Selectman and the Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified, and approved.

Section 7. The First Selectman and the Town Treasurer, or either of them, are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents, and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The First Selectman and the Town Treasurer, or either of them, are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and/or grantsin-aid of the Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors, and others.