



**REVISED**  
BOARD OF ALDERMEN SPECIAL MEETING AGENDA  
**THURSDAY, MAY 22, 2025 AT 5:30 P.M. IN THE AUDITORIUM**  
SHELTON CITY HALL, 54 HILL STREET, SHELTON CT  
Live-Streamed at [www.cityofshelton.org](http://www.cityofshelton.org)

---

The Board of Aldermen Special Meeting will be live-streamed. The public may access the meeting on the home page of the City of Shelton's website: [www.cityofshelton.org](http://www.cityofshelton.org). Members of the public may also attend the meeting in person at Shelton City Hall.

- CALL OF THE MEETING
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- AGENDA ITEMS

1. ADOPTION OF THE BUDGET FOR FISCAL YEAR 2025-2026
2. BUSPATROL AMERICA, LLC. AGREEMENT
3. AMENDMENT AND ADOPTION TO WEBSTER BANK RESOLUTION

ADJOURNMENT

CITY OF SHELTON  
TOWN CLERK  
2025 MAY 21 11:52  
*[Handwritten signature]*

1. ADOPTION OF THE BUDGET FOR FISCAL YEAR 2025-2026

*Motion and Backup to Come*

## 2. BUSPATROL AMERICA, LLC. AGREEMENT

Move to approve the agreement between the City of Shelton and BusPatrol America, LLC. for School Bus Stop Arm Program and Enforcement services.

Further authorize Mayor Mark A. Lauretti to execute any and all documents necessary to effectuate the same.

**AGREEMENT**  
**between**  
**BUSPATROL AMERICA, LLC**  
**and**  
**THE CITY OF SHELTON**  
**for a**  
**SCHOOL BUS STOP ARM PROGRAM**

This Master Services Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC ("BusPatrol") with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079, and the City of Shelton, CT ("Municipality") with its principal offices located at 54 Hill Street, Shelton, CT 06484 (together, the "Parties").

**RECITALS**

**WHEREAS**, Connecticut law requires that drivers of motor vehicles stop for a school bus on highways, private roads, parking lots, or any school property when the bus is displaying a flashing red signal light, as more fully set forth in Connecticut General Statutes § 14-279, *et seq.*;

**WHEREAS**, CT Gen. Stat. Ann. §§ 14-279, *et seq.* authorizes a municipality or local or regional board of education enter into an agreement with a private vendor for the installation, operation and maintenance of a municipal school bus violation enforcement system;

**WHEREAS**, CT Gen. Stat. Ann. §§ 14-279, *et seq.*, establishes, among other things, a \$250 fine for a violation of CT Gen. Stat. Ann. § 14-279(a), detected by a municipal school bus violation enforcement system, as authorized by local Ordinance #923, School Bus Stop Arm Program and Enforcement;

**WHEREAS**, the Municipality desires to engage the services of BusPatrol as its private vendor to, among other things, install, operate, and maintain a municipal school bus violation enforcement system on its school buses. BusPatrol will service a comprehensive turnkey School Bus Stop Arm Program (as that term is defined below in Section 1.8) which includes public awareness support, equipment installation and maintenance, violation processing, correspondence support, payment processing support processes, adjudication support and back-office service support;

**WHEREAS**, the Municipality represents that it has the authority to enter into this Agreement, and does hereby enter into this Agreement with BusPatrol; and

**NOW THEREFORE**, in consideration of the foregoing recitals, which are expressly

incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and BusPatrol agree as follows:

The foregoing recitals are true, correct and form an integral part of this Agreement.

## AGREEMENT

**1.0 DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:

- 1.1 **"BusPatrol System"** means, collectively, all BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property and other tangible and intangible property relating thereto owned by BusPatrol that is installed, operated, and maintained by BusPatrol to operate municipal school bus violation enforcement systems for a Municipal School Bus Violation Enforcement Program within the Municipality. The BusPatrol System will include all equipment and services necessary to operate the Program.
- 1.2 **"BusPatrol Equipment"** includes any and all cameras, sensors, equipment, components, products, and other tangible property that comprise the BusPatrol System, including but not limited to the following:
  - 1.2.1 **"Enforcement Cameras"** means cameras and other related equipment installed by BusPatrol on a school bus to identify motor vehicles operating in violation of the Stop Arm Law.
  - 1.2.2 **"Non-Enforcement Cameras"** means cameras and other related equipment, including audio recording equipment, installed by BusPatrol on the school bus, if ordered by Municipality, to allow authorized personnel to, among other things, monitor safety on and around the school bus.
- 1.3 **"BusPatrol Software"** means all computer software programs installed, operated, and maintained by BusPatrol to operate the Program within the Municipality, including but not limited to the BusPatrol Operating System ("OS"), AlertBus application, Console application, as well as software documentation, and firmware embedded on BusPatrol Equipment. BusPatrol Software also includes third-party applications used by BusPatrol to deliver the services, including but not limited to optional third-party software applications requested by the Municipality.
- 1.4 **"Intellectual Property"** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual property

rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

- 1.5 **"Citation"** means an electronically certified citation issued by a police officer or authorized municipal officer ("Authorized Municipal Employee") under an Ordinance #923 adopted pursuant to §§ 14-279, *et seq.*, which is sent by first-class mail and contains the information enumerated thereunder.
- 1.6 **"Potential Violation Data"** means data captured by the BusPatrol System in accordance with the Processing Guidelines (defined in Section 1.7) that are transmitted by BusPatrol to the Municipality for the Municipality to determine if a Stop Arm Violation occurred.
- 1.7 **"Processing Guidelines"** mean guidelines agreed upon by the Parties to be used by BusPatrol to ministerially create evidence packages to be submitted to the Municipality for its review to exclusively determine if a violation of the Stop Arm Law occurred. The Processing Guidelines shall be consistent with the requirements of the Stop Arm Law.
- 1.8 **"Municipal School Bus Violation Enforcement Program"** (or the **"Program"**) means the administration, processes, and procedures by which violations of the Stop Arm Law are recorded, monitored, identified, processed, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol and the Municipality.
- 1.9 **"Stop Arm Violation"** means a determination by an authorized municipal employee ("Authorized Municipal Employee") that there are reasonable grounds to believe that a violation of the Stop Arm Law occurred, after reviewing Potential Violation Data captured by the BusPatrol System.
- 1.10 **"Stop Arm Law"** means Connecticut General Statutes §§ 14-279, *et seq.* and Ordinance #923 adopted by the Municipality.

## 2.0 TERM

This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Citation is issued under the Program (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement may be extended for additional five (5) year terms (each an **"Extended Term"**), each subject to approval by the applicable municipal legislative body. The Municipality agrees to use reasonable efforts to place the renewal on the municipal legislative body's schedule for a vote within the final 180 days of the Initial Term, or each Extended Term.

### 3.0 RELATIONSHIP OF THE PARTIES

- 3.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein).
- 3.2 Each Party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The Parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the Municipality or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the Municipality or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

### 4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

Municipality hereby authorizes BusPatrol to act as the exclusive operator of the Program within the Municipality, for the purpose of ministerially supporting enforcement of the Stop Arm Law, for the duration of this Agreement and any extension or renewal thereof. In order to carry out the Program, each Party agrees to undertake the following responsibilities:

- 4.1 **Responsibilities of BusPatrol.** BusPatrol agrees to provide the following services, which are conditioned on the Municipality (i) enabling legislation to establish the Program and a venue for adjudication, and (ii) coordinating with the City Mayor to designate one or more citation hearing officers:
  - 4.1.1 Install, operate, and maintain the BusPatrol Equipment on all school buses operated by the Municipality and/or its bus contractors;
  - 4.1.2 Exercise commercially reasonable efforts to equip the Municipality's school buses with the BusPatrol System, to the extent Municipality has fulfilled its obligations under this Agreement and to the extent commercially viable and mutually agreed by BusPatrol and the

Municipality. The number of buses shall be estimated by asset lists received by BusPatrol from the Municipality, with a final count of installed buses certified by both BusPatrol and the Municipality (the "Asset List"). The order of such installation of the BusPatrol Systems, if any, on Municipality school buses will be mutually determined by the Parties, in their reasonable discretion, which determination will be documented in an implementation plan to be developed by BusPatrol;

- 4.1.3 Install any signage on school buses equipped with the BusPatrol System in accordance with the Stop Arm Law;
- 4.1.4 Train appropriate Municipality and other personnel on the proper use of the BusPatrol Equipment;
- 4.1.5 Provide the Municipality with Potential Violation Data from the BusPatrol System so the Municipality can enforce the Stop Arm Law;
- 4.1.6 When authorized by the Municipality, prepare and mail Citations in accordance with the Stop Arm Law;
- 4.1.7 Collect, on behalf of Municipality, any civil fines, penalties, costs, or other amounts assessed for Stop Arm Violations, as well as permissible costs, including credit card and electronic processing convenience fees to be paid by the violator associated with Stop Arm Violation fine and penalty payments. BusPatrol may charge a credit card or electronic processing convenience fee to the violator making payment for a Stop Arm Violation, and may use any lawful means to collect any and all amounts owed to the Municipality for Stop Arm Violations that are not paid in a timely manner, including utilizing debt resolution agencies;
- 4.1.8 When requested by a court or other adjudicatory body that has jurisdiction over Stop Arm Violations, ministerially support Citation hearing scheduling, correspondence, payment processing, and other operations in accordance with the Stop Arm Law;
- 4.1.9 Establish a bank account at an FDIC member (insured) bank for the processing of payments, which may be managed by BusPatrol or a third-party payment processor, as well as a payment processor account and payment gateway;
- 4.1.10 As detailed in Section 5.3, provide monthly and annual reports to the Municipality in accordance with the Stop Arm law that at a minimum detail the number of Citations issued, the number and monetary amount of fines and penalties collected each month, the number of school buses installed

with the BusPatrol System, as well as any additional reports agreed to by the Parties or required by the Stop Arm Law;

- 4.1.11 Install additional equipment, such as, Non-Enforcement Cameras, upon agreement between Municipality and BusPatrol, provided, however, the parties must agree on the additional equipment with sufficient time to permit BusPatrol to install it at the same time that Enforcement Cameras are installed;
- 4.1.12 Provide to the Municipality or its designee video footage, recorded images, audio, and other information from interior Non-Enforcement Cameras upon the Municipality's prompt request with the understanding that all non-enforcement video footage will be stored locally on a two (2) terabyte drive which will automatically overwrite older recordings on a rolling basis ("Data Retention Period"). BusPatrol shall have no obligation to retain footage after the Data Retention Period;
- 4.1.13 Remove BusPatrol Equipment from school buses decommissioned or retired from service and re-install such BusPatrol Equipment on replacement buses. At BusPatrol's option, interior wiring harnesses may be abandoned in place. BusPatrol will be responsible for taking reasonable steps to repair any cosmetic damage to the school bus caused during the installation or removal of BusPatrol equipment; and
- 4.1.14 Establish within a reasonable period of time after the Effective Date, an office in Shelton, Connecticut that will operate as BusPatrol's Connecticut headquarters.

4.2 **Responsibilities of the Municipality.** The Municipality agrees to:

- 4.2.1 Adopt within sixty (60) days of the Effective Date the procedures described in the Stop Arm Law.
- 4.2.2 Establish a citation hearing procedure pursuant to Connecticut General Statutes § 7-152c, which includes an option for in-person and/or virtual citation hearings, and appoint a sufficient number of citation hearings officers and/or allot a sufficient amount of time for Citation hearings to support the Program.
- 4.2.3 Employ Authorized Municipal Employees to review evidence files provided by BusPatrol and to staff sufficient Authorized Municipal Employees to review such evidence files to ensure that citations can be mailed to alleged violators within any time limits required under the Stop Arm Law.
- 4.2.4 Provide BusPatrol with access to school buses, along with other reasonable

coordination assistance necessary for BusPatrol to install, operate and maintain the BusPatrol System and any signage required by law. In the event Municipality does not own some or all of its school buses, the Municipality shall secure the right for BusPatrol to install, operate and maintain the BusPatrol system on such third-party school buses, at no cost to BusPatrol;

- 4.2.5 Provide BusPatrol with electronic copies of school bus asset lists with its fleet's vehicle identification numbers ("VINs") and license plate numbers (the "Asset List"), and agrees to provide an updated list upon any changes to the fleet;
- 4.2.6 Allow installed BusPatrol Equipment to be used pursuant to the Stop Arm Law and this Agreement;
- 4.2.7 Work with school districts and other third parties to ensure that reasonable measures are in place to properly store, secure, maintain, and repair school buses when not in use so as to reasonably safeguard the BusPatrol System
- 4.2.8 Ensure that a public announcement and public awareness campaign are completed, if required under the Stop Arm Law;
- 4.2.9 Within 30 days of the Effective Date, designate in writing a program manager (the "City Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The City Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the City Program Manager. The Municipality shall also provide the following information within 30 days of the Effective Date: a court point of contact (the "Court Point of Contact"); a finance point of contact (the "City Finance Point of Contact"); a technology representative (the "City Technology Representative") to assist BusPatrol with resolving technical issues, including providing access to the BusPatrol System if blocked by firewall, or other Municipal security protocols; one or more points of contact for each school district that is part of the Program (the "School District Point(s) of Contact");
- 4.2.10 Within 15 business days of receipt, review and approve BusPatrol Monthly Reports to authorize disbursement of funds in accordance with Article 5;
- 4.2.11 Assist BusPatrol with coordination of Authorized Municipal Employees to participate in the Program, including but not limited to ensuring Authorized Municipal Employees review Potential Violation Data and exclusively make Stop Arm Law enforcement determinations. The Municipality shall input such determination (including any appropriate rejection codes) in the BusPatrol System. ALL DECISIONS TO ISSUE A CITATION MUST BE MADE BY AUTHORIZED MUNICIPAL EMPLOYEES.
- 4.2.12 Assist BusPatrol with coordination with the local court or other adjudicatory

body of competent jurisdiction, to implement the Program, including scheduling hearings;

- 4.2.13 Assist BusPatrol with coordination of appropriate court or other adjudicatory body of competent jurisdiction personnel to administer hearings and adjudicate Citations, and to assess liability for Stop Arm Violations including fines or contest liability, as required by the Stop Arm Law;
- 4.2.14 When applicable, ensure accurate financial recordkeeping and share information with BusPatrol on at least a monthly basis with respect to monies remitted to the Municipality by entities other than BusPatrol in connection to paid and contested Citations;
- 4.2.15 Coordinate with other governmental entities, including but not limited to the Connecticut Department of Motor Vehicles, and school district(s) located within the Municipality that are a part of the Program, as needed to carry out this Agreement, including the execution of all necessary interlocal agreements;
- 4.2.16 Assist BusPatrol in its efforts to pursue and collect any unpaid civil fines, penalties, costs, or other amounts assessed for Citations, including authorizing BusPatrol to do so through the use of third parties, to the extent permitted by law; and
- 4.2.17 Use best efforts carry out the obligations under this Agreement, and help BusPatrol to resolve any issues, problems or concerns related to compliance with the Program within the Municipality.

## **5.0 PAYMENT**

### **5.1 Violator Funded Payment Plan.**

- 5.11 All amounts to be paid to BusPatrol for the performance of the services called for in this Agreement, at the Municipality's option, through utilization of a Violator Funded Payment Plan, will be paid exclusively from the fines, penalties, and other amounts collected for Stop Arm Violations from the operation of the BusPatrol System, as provided for by the Stop Arm Law (the "Violator Funded Payment Plan"). All fines and penalties collected from the operation of the BusPatrol System, as well as credit card and electronic processing convenience fees or surcharges which are to be paid by the party making payment upon a Stop Arm Violation, will be deposited in the BusPatrol account established pursuant to Article 4. At the end of each month, under the Violator Funded Payment Plan, all amounts from fines and penalties collected from Stop Arm Violations will be used to make payments in accordance with the payment option selected by the Municipality as outlined in this Section. Further, gross revenue from fines and penalties collected through use of the Program will first be utilized to

i) make all required disbursements under the Stop Arm Law, and ii) reimburse BusPatrol for credit card and electronic processing convenience fees or surcharges collected from violators, and a certified mail processing fee (if applicable), which shall be based on USPS Certified Mail rates per piece metered, to support mailing, if any, Citations on behalf of the Municipality.

5.1.2 Under the Violator Funded Payment Plan, if the total combined amount of proceeds collected for Stop Arm Violations during a month exceeds the BusPatrol invoice amount for the same month, the Municipality shall pay BusPatrol the total amount due on the invoice. If the total amount of funds collected during a month is less than the amount of the BusPatrol invoice for the same month, the Municipality shall pay BusPatrol only the amount collected during the same month and the Municipality may defer payment of the remaining balance. If opting to use the Violator Funded Payment Plan, the Municipality will provide BusPatrol with sufficient information about payments received directly by the Municipality or by the courts or other adjudicatory body to accurately determine the amount of funds collected. Payments due to BusPatrol will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the BusPatrol invoices, including any accrued balance are fully repaid, the Municipality will retain the additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by the Municipality) will be available to offset future BusPatrol invoices during the term of the Agreement and any renewal term. So long as Municipality is not in breach of any of its obligations under the Agreement, the Municipality shall have no obligation to reimburse BusPatrol for any expense, including any fees, associated with the operation or administration of the Program if collected proceeds over the entire term of this Agreement (including any extension thereof) are insufficient to cover such expense. The Municipality understands the Violator Funded Payment Plan shall be applied in aggregate across all school buses installed with BusPatrol Systems and will not be applied on a per system basis or on a per month basis.

5.1.3 PURSUANT TO THE STOP ARM LAW, BUSPATROL MAY BE COMPENSATED A FIXED AMOUNT FROM COLLECTED PROCEEDS FOR SERVICE RENDERED IN RELATION TO THE INSTALLATION, OPERATION, AND/OR MAINTENANCE OF THE BUSPATROL SYSTEM. UNDER ANY PAYMENT OPTION, BUSPATROL DOES NOT RECEIVE A FEE OR RENUMERATION BASED UPON THE NUMBER OF POTENTIAL VIOLATIONS DETECTED BY THE BUSPATROL SYSTEM.

## 5.2 **Fixed Amount Flat Fee Payments.**

5.2.1 BusPatrol will be entitled to a monthly payment for each school bus outfitted with the BusPatrol Equipment plus an additional fixed amount per paid/collected Citation.

- 5.2.2 The total amount to be paid to BusPatrol each month will be calculated by multiplying (a) a monthly flat fee of \$240 by the number of buses outfitted with the BusPatrol Equipment as documented by BusPatrol's records plus the total amount of paid and/or collected Citations that month multiplied by the fixed amount of \$65.
- 5.2.3 Beginning on the first month that the first Citation is issued through the BusPatrol System and continuing for the duration of this Agreement, including any extensions, Municipality will pay BusPatrol the Total Monthly Flat Fee.
- 5.2.4 In the event that BusPatrol installs additional BusPatrol Equipment on the Municipality's buses, the parties agree that BusPatrol may recalculate the Total Monthly Flat Fee to reflect the additional bus(es).
- 5.2.5 Additional flat fees may be assessed and added to the Total Monthly Flat Fee in the event that the Municipality requests additional equipment, software, or services from BusPatrol, which must be negotiated and agreed to by the parties in writing.
- 5.2.6 Additional amounts may be mutually agreed upon to be added to the Total Monthly Flat Fee owed in the event that: (i) BusPatrol Equipment is lost or damaged as a result of vandalism/theft from the Municipality's failure to properly safeguard its buses; (ii) equipment requires excessive maintenance (*i.e.* beyond normal wear and tear) as a result of the Municipality's failure to properly safeguard or maintain its buses; or (iii) the Municipality incurs charges or fees for services performed by a third-party services provider which are then billed back to BusPatrol. The parties agree to operate in good faith should BusPatrol believe that additional amounts should be added to the total monthly Flat Fees owed.

5.3 **Reporting and Disbursement of Funds.**

531 **Monthly Report, Payment Authorization.**

- 5.3.1.1 Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Monthly Report") to the Municipality for review and approval, to authorize payment of the amounts owed to BusPatrol and Municipality in accordance with this Section.
- 5.3.1.2 At a minimum, the Monthly Report shall include the following supporting information:
  - (a) Total number of Citations mailed during the previous month;
  - (b) Total amount of revenue from fines and penalties collected from Citations during the previous month;

(c) Total amount of Total Monthly Flat Fees to be paid to BusPatrol from Municipality's share in accordance with this Section; and

(d) Total amount of any unpaid Total Monthly Flat Fees accrued and to be deducted from future proceeds.

5.3.1.3 The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the Monthly Report.

5.3.1.4 Municipality's approval of a Monthly Report shall authorize BusPatrol to disburse funds from the BusPatrol account established under Section 4.

### 5.3.2 **Payment and Processing.**

5.3.2.1 The Municipality shall within fifteen (15) business days of receipt confirm its approval of the Monthly Report and approve the disbursement of the collected funds in accordance with the terms of this Agreement. Within thirty (30) calendar days of the Municipality's approval of a Monthly Report BusPatrol will disburse the payments and fees as authorized by Municipality in the approved Monthly Report.

5.3.2.2 BusPatrol is authorized to charge, collect, and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the internet, call center, IVR, or other electronic means. Such fee is paid by the payer and retained by BusPatrol. The Municipality is under no obligation to pay any such service/convenience fees.

5.3.2.3 Municipality may request BusPatrol to facilitate and administer School Bus Stop Arm Program public awareness and educational campaigns, as well as other student transportation safety initiatives. If mutually agreed by the Parties, BusPatrol may advance expenditures for such initiatives and recover such expenditures from future collected proceeds owed to the Municipality.

5.4 The parties agree that the Program will become active and BusPatrol may begin forwarding Potential Violation Data to Authorized Municipal Employees as soon as reasonably practicable, which in no event shall be later than the date when BusPatrol Equipment is installed on 30% or more of school buses within the Municipality, based on the amount of school buses on the Asset List.

## 6.0 **LICENSE AND RESERVATION OF RIGHTS.**

6.1 **License Grant.** BusPatrol grants to the Municipality a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment, BusPatrol

Software and BusPatrol Intellectual Property, solely for purposes of carrying out this Agreement. This license shall continue for the duration of this Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement. Municipality shall immediately cease any and all use of the BusPatrol Equipment, BusPatrol Software or other BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

6.2 **Reservation of Rights.** Municipality and BusPatrol hereby acknowledge and agree to the following:

- 6.2.1 BusPatrol is the sole and exclusive owner of the BusPatrol System, BusPatrol Equipment, BusPatrol Software, BusPatrol Intellectual Property, including any documentation, updates, modifications, or enhancements thereto, arising from or relating to the BusPatrol System, and any and all related Equipment;
- 6.2.2 Municipality neither has nor makes any claim to any right, title, or interest in any of the foregoing, except as specifically granted or authorized under this Agreement; and
- 6.2.3 By reason of the exercise of any such rights or interests of Municipality pursuant to this Agreement, Municipality shall not gain any additional right, title, or interest therein.

6.3 **Restricted Use.** Municipality hereby covenants and agrees that it shall not:

- 6.3.1 Use the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the School Bus Stop Arm Program, unless otherwise agreed to by the Parties;
- 6.3.2 Disclose or provide the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol;
- 6.3.3 Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;
- 6.3.4 Alter, remove or tamper with any BusPatrol marks;
- 6.3.5 Use any of the BusPatrol trademarks or other marks in any way which might prejudice their distinctiveness, validity, or the goodwill of BusPatrol therein;
- 6.3.6 Use any trademarks or other marks other than those BusPatrol marks approved by BusPatrol in connection with the Municipality's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol; or
- 6.3.7 Disassemble, de-compile or otherwise perform any type of reverse

engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property, or cause any other person to do any of the foregoing.

- 6.4 **Protection of Rights.** BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. Municipality shall not take any action to remedy or prevent such infringing activities and shall not in its own name make any registrations or filings with respect to any BusPatrol Intellectual Property without the prior written consent of BusPatrol.
- 6.5 **Infringement.** The Municipality shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage, or destroy any of BusPatrol's Intellectual Property. BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the Municipality shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the Municipality for any reasonable costs incurred or paid to third parties.
- 6.6 **Infringing Use.** The Municipality shall use its reasonable best efforts to give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the Municipality alleging that the BusPatrol Intellectual Property infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the Municipality shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof. BusPatrol shall reimburse the Municipality for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the Municipality the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

## 7.0 TERMINATION, MODIFICATIONS, EXPIRATION

### 7.1 **Termination of Agreement for Cause.**

- 7.1.1 Either the Municipality or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:

- 7.1.1.1 The Stop Arm Law or other applicable state or local statutes or regulations are amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the Program. Prior to any termination, the Parties shall work in good faith to determine an alternate payment calculation structure that preserves fundamental financial and pricing elements of this Agreement;
  - 7.1.1.2 A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence;
  - 7.1.1.3 The other Party commits any material breach of any of the provisions of this Agreement which breach is not cured within a reasonable time following written notice of the alleged material breach.
- 7.1.2 BusPatrol shall have the right to terminate or suspend this Agreement, in whole or in part, by written notice to the Municipality or request reconsideration of the included financial terms, in the event of any of the following:
- 7.1.2.1 A judicial or quasi-judicial entity takes action or fails to take any action that negatively and materially impacts the operation, funding, or revenue sources that are necessary to operate the Program, including, but not limited to the issuance of the following:
    - 7.1.2.1.1 A binding opinion that the evidence produced by the BusPatrol systems is inadmissible / insufficient to establish liability on an owner for violation of the Stop Arm Law;
    - 7.1.2.1.2 A court order that prevents continuation of the School Bus Stop Arm Program for any amount of time;
    - 7.1.2.1.3 A court order that materially and adversely changes the Processing Guidelines; and
    - 7.1.2.1.4 A decision that any Section of this Agreement is inconsistent with the Stop Arm Law.
    - 7.1.2.1.5 Prior to any termination under Section 7.1.2.1, the Parties shall work in good faith to determine an alternate payment calculation structure that preserves fundamental financial and pricing elements of this

Agreement.

- 7.1.2.2 The Municipality, school bus owners, operators and/or other third parties take any action or fail to take action that negatively and materially impacts the operation, funding, or revenue sources that are necessary to operate the Program;
- 7.1.2.3 The Municipality or any other government entity (including, but not limited to, law enforcement) take any action or fail to take any action that negatively and materially impacts the operation, funding, or revenue sources that are necessary to operate the Program. Such action includes, but is not limited to, the introduction of Processing Guidelines that significantly deviate from the requirements of the Stop Arm Law.
- 7.1.3 In the event the Stop Arm Program is suspended for one of the reasons provided for above or Citations are not being issued for any reason, whether through the actions of the Parties or not, BusPatrol shall have no obligation to maintain the BusPatrol Equipment or provide services to the Municipality during the suspension period. In the event the Program is resumed, the total amount of time of the suspension period shall be added to the end of the current term of the Agreement, to the extent permitted by law.
- 7.1.4 In the event that BusPatrol terminates or suspends this Agreement for cause due to action or inaction of the Municipality (which includes its agencies, employees, and agents), as provided for in sections 7.1.2.2 or 7.1.2.3, Municipality agrees to the following fee schedule, which shall be in addition to, and in no way limit, BusPatrol's ability to recover from the Municipality funds otherwise due and owing under this Agreement:
  - 7.1.4.1 If the termination date is within the first year of the Initial Term, the Municipality shall pay BusPatrol a one-time fee of \$2,500 per school bus equipped with the BusPatrol System as of the date of termination.
  - 7.1.4.2 If the termination date is within the second year of the Initial Term, the Municipality shall pay BusPatrol a one-time fee of \$1,250 per school bus equipped with the BusPatrol System as of the date of termination.
  - 7.1.4.3 If the termination date is between the third and fifth years of the Initial Term, the Municipality shall pay BusPatrol a one-time fee of \$500 per school bus equipped with the BusPatrol System as of the date of termination.

7.1.4.4 If the termination date is after the conclusion of the Initial Term, and the Agreement renews for an Extended Term, the Municipality shall pay BusPatrol a one-time fee of \$500 per school bus equipped with the BusPatrol System as of the date of the termination.

7.1.5 BusPatrol will work with the Municipality in good faith to address and rectify any of the above-referenced conditions prior to modifying, suspending, or otherwise seeking to modify any terms of this Agreement.

7.1.6 In the event this Agreement is terminated, Municipality shall immediately cease use of the BusPatrol System and allow BusPatrol reasonable access to buses owned or operated by the Municipality or any third-party owner or operator of school buses to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.

7.2 **Processing Guidelines and Modification.**

7.2.1 During implementation of the Program, the Parties, at the direction of the Municipality, will prepare Processing Guidelines ("Processing Guidelines"). As part of its support of the Program, BusPatrol only ministerially prepares potential violation evidence packages in accordance with Processing Guidelines as directed by the Municipality.

7.2.2 During the Initial Term or any Extension Term, the Processing Guidelines can be reviewed and modified. Any such modifications must be directed by the Municipality in writing and shall be memorialized in writing between the Parties. Such modifications to the Processing Guidelines shall not require an amendment to this Agreement. If a modification impacts BusPatrol's costs to operate the Program, or is otherwise inconsistent with the Stop Arm Law, the Parties agree to work together in good faith to determine a resolution, including consideration of a modified compensation structure paid to BusPatrol.

7.3 **Wind-Down Provisions.** The Parties agree to work together in good faith to effect an orderly wind down of the Program in the event of termination or expiration, which at a minimum shall be carried out in accordance with the following guidelines:

7.3.1 In the event of termination or expiration of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation, and maintenance of the BusPatrol System within the Municipality.

7.3.2 The Municipality and BusPatrol shall agree upon a methodical and efficient schedule for BusPatrol to remove all BusPatrol Equipment from the School Buses, at no cost to Municipality. Unless agreed-upon otherwise, BusPatrol shall have a minimum of 180 calendar days following the date of termination or expiration to complete the removal of all BusPatrol Equipment.

- 7.3.3 Notwithstanding any other provision of this Agreement to the contrary, the Municipality and BusPatrol agree that any Citation issued prior to the effective date of termination or expiration shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including provisions in Article 5.
- 7.3.4 BusPatrol shall, within a reasonable amount of time, deliver to the Municipality a final report regarding the issuance of Citations, as well as collection of fines under this Agreement.
- 7.3.5 Unless the Municipality and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol System or have agreed to extend the Term of this Agreement, the Municipality shall immediately cease using the BusPatrol System upon termination or expiration of this Agreement and shall allow BusPatrol to remove any and all BusPatrol Equipment installed in connection with BusPatrol's performance of this Agreement. At BusPatrol's option, interior wiring harnesses may be abandoned in place.
- 7.3.6 BusPatrol shall use reasonable efforts to repair cosmetic damage to the Municipality's buses caused when BusPatrol removes BusPatrol Equipment or other items installed by BusPatrol in the Municipality's buses.

## **8.0 THIRD-PARTY SERVICES**

At the discretion of the Municipality, BusPatrol may install third-party services at the time of installation of the BusPatrol Equipment. The Municipality shall not be responsible for any costs of such third-party services unless specifically agreed to in writing. BusPatrol assumes no responsibility outside of the initial product installation, all requests for maintenance, troubleshooting, or ongoing customer support must be submitted directly to the third-party provider.

## **9.0 DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL AND ITS LICENSORS (COLLECTIVELY REFERRED TO AS "BUSPATROL") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **10.0 LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT

SHALL BUSPATROL, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BUSPATROL SYSTEM OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11.0 FORCE MAJEURE**

- 11.1 Neither BusPatrol nor the Municipality shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.2 Neither BusPatrol nor the Municipality shall be deemed to be in violation of this Agreement if either Party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming Party's control and that is not attributable to such nonperforming Party's dereliction of duty or negligence hereunder.
- 11.3 In the event of any such occurrence, (a) the time for performance of the nonperforming Party's obligations or duties shall be suspended until such time as the nonperforming Party's inability to perform, provided that the nonperforming Party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time

equal to the period of suspension of performance, with such extension not exceeding nine (9) months. The Party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other Party within a reasonable time of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming Party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

## **12.0 GOVERNING LAW**

- 12.1 The Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The parties agree that in the event that any suit or proceeding is brought in connection with the Agreement, such suit or proceeding shall be brought in the state or federal courts located in Fairfield County, Connecticut, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue, and inconvenient forum objections to such courts. Each Party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under the Agreement.

## **13.0 ASSIGNMENT/SUBCONTRACTING**

- 13.1 Neither Party shall assign this Agreement without the written approval of the other Party, which approval shall not be unreasonably withheld.
- 13.2 The Parties agree that BusPatrol may delegate the performance of its duties hereunder (including but not limited to installation and maintenance services, violation processing and mailing, or properly storing, securing, maintaining, and repairing the school buses) by contracting with third-party entities in accordance with applicable procurement and other laws, provided that BusPatrol shall remain responsible for the performance of this Agreement and for managing any such third-party entities that it engages to perform any of the duties in this Agreement.

## **14.0 CONFIDENTIALITY**

- 14.1 For purposes of this provision, "Confidential Information" means any information disclosed pursuant to this Agreement, whether in written, oral or visual form, which is confidential, proprietary or a trade secret of the Party disclosing it (such disclosing Party, the "Disclosing Party") or for which the Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect from unrestricted disclosure by the Party receiving it (such receiving Party, the "Receiving Party"). Confidential Information shall include, but is not limited to, information about business activities and operations; pricing, sales or marketing of products or services; research and development; contractual arrangements, financial statements, and financial data; computer software specifications, system diagrams, concept drafts and other technical data or information; and lists of customers, employees, vendors, and other agents.

- 14.2 Confidential Information shall include any information developed, generated or in any other way derived by the Receiving Party using any of the Confidential Information of the Disclosing Party.
- 14.3 Confidential Information will not include information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any Party hereto in breach of this Agreement, (c) was subsequently lawfully disclosed to the disclosing Party by a person other than a Party hereto, (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure, or (e) is required by the Connecticut Public Records Law or other applicable state law to be disclosed, provided that BusPatrol shall be provided with prior written notice and an opportunity to object in the event that any potential disclosure involves any of BusPatrol's Confidential Information.
- 14.4 The Parties agree that Confidential Information exchanged in connection with the performance of this Agreement shall be used solely for the performance of this Agreement. Each Party shall take reasonable steps to safeguard Confidential Information received from the other Party, and shall not disclose any Confidential Information received from the other Party without the Disclosing Party's prior written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.
- 14.5 Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party.

## **15.0 SECURITY**

- 15.1 Each Party shall adhere to all applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information generated or gathered in connection with the performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") as applicable.

- 15.2 In accordance with the Stop Arm Law, BusPatrol will destroy recorded video and images within the later of: (1) ninety days after the date of the creation of the video or image, or (2) upon payment or final disposition of all matters related to a Citation to which such video or image pertains.
- 15.3 Video, images, audio, and other data generated by the Non-Enforcement Cameras will be provided only to authorized personnel within the Municipality and shall not be made available to any third-party except as explicitly authorized by the Municipality. Municipality shall ensure that any video, images, audio, or other data provided to Municipality from the Non-Enforcement Cameras are properly safeguarded and protected against unauthorized or unlawful use or disclosure.
- 15.4 To the extent permitted by law, BusPatrol may utilize captured imaging and other data from Non-Enforcement Cameras for educational and marketing purposes provided that the identity of the Municipality is not revealed and the identities of the Municipality's school children are protected as may be required by law.

## 16.0 MISCELLANEOUS

- 16.1 **Entire Agreement.** This Agreement represents the entire agreement between BusPatrol and the Municipality with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.
- 16.2 **Binding Effect.** This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.
- 16.3 **Amendments.** This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the Municipality.
- 16.4 **Severability.** In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.
- 16.5 **Default/Cumulative Rights/Mitigation.** It shall not be deemed a waiver or default under this Agreement if the non-defaulting Party fails to immediately declare a default, or either Party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either Party may have pursuant to law, statute, law, or otherwise, and either Party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such Party's right to use any other remedy,

whether hereunder or at law or equity. Both Parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.

- 16.6 **Survival.** Each of the following Sections shall survive the termination of this Agreement:  
Section 1.0, Definitions;  
  
Section 6.2, Reservation of Rights;  
  
Section 6.3, Restricted Use; Section 6.4, Protection of Rights;  
  
Section 9.0, Disclaimer of Warranties  
  
Section 10, Limitation of Liability  
  
Section 12, Governing Law;  
  
Section 13.0, Assignment/Subcontracting  
  
Section 14.0, Confidentiality  
  
Section 16.5, Default/Cumulative Rights/Mitigation;  
  
Section 16.8, Notice; and
- Any other provision, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.
- 16.7 **Counterparts, Number, Gender, and Headings.** This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 16.8 **Notice.** Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by electronic mail, overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the Party

who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

If to BusPatrol, to:

Karoon Monfared, CEO  
8560 Cinder Bed Road, Suite 100  
Lorton, Virginia 22079  
karoon@buspatrol.com

**AND**

David Mislner, General Counsel  
Christiana Stover, Associate General Counsel  
8560 Cinder Bed Road, Suite 100  
Lorton, Virginia 22079  
David.mislner@buspatrol.com  
christiana.stover@buspatrol.com

If to the Municipality, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 16.9 **Signatory Authority.** The persons signing and executing this Agreement on behalf of BusPatrol and the Municipality have been duly authorized to execute this Agreement on behalf of BusPatrol or Municipality, as the case may be, and to validly and legally bind BusPatrol and the Municipality to all terms, conditions, performances, and provisions set forth herein.

**SIGNATURE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement between BusPatrol and Municipality, effective as of the last date of signature below (the "Effective Date").

**BUSPATROL AMERICA LLC:**

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF SHELTON:**

By: \_\_\_\_\_  
Name:  
Title:

### 3. AMENDMENT AND ADOPTION TO WEBSTER BANK RESOLUTION

MOVE to amend and adopt the following Webster Bank resolution previously passed at the May 8, 2025 Board of Aldermen Regular Full Board Meeting:

1. That the Borrower be and it hereby is authorized to borrow the sum of one million nine hundred forty-four thousand and 00/100 - \$1,944,000) – Dollars (the “Loan”) from Webster Bank (the “Bank”) pursuant to a financing commitment letter from the Bank to the Borrower dated May 15, 2025, as may be amended, and to grant such collateral securing the Loan as may be required by Bank; and it is
2. Further resolved, that the borrower be and it hereby is authorized to execute and deliver all such instruments, documents or agreements as Bank shall reasonably require in order to enable Bank to make said Loan to the Borrower: and it is
3. That the Bank be and hereby is designated a depository of the funds of this Borrower if required, and the Mayor is authorized to negotiate the terms of and to execute and deliver for and on behalf of the Borrower, each of the instruments, documents and agreements as may be necessary to consummate the Loan and/or as may be necessary or convenient to carry out any of the foregoing resolutions, is hereby authorized to sign, for and on behalf of this Borrower, any and all checks, drafts and other orders with respect to any funds at any time(s) to the credit of this Borrower with the Bank, and/or against any account(s) of this Borrower maintained at any time(s) with the Bank, inclusive of any such checks, drafts and other orders in favor of any of the above designated officer(s) and/or other persons(s), and that the Bank be and hereby is authorized: (a) to pay the same to the debit of any account(s) of this Borrower then maintained with it; (b) to receive for deposit to the credit of this Borrower, and/or for collection for the account of this Borrower, any and all checks, drafts, notes and other instruments for the payment of money, whether or not endorsed by this Borrower, which may be submitted to it for such deposits and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by this Borrower, and (c) to receive, as the act of this Borrower, any and all stop-payment instructions (inclusive of any relative agreement) with respect to any such checks, drafts, and other orders as aforesaid and reconciliation(s) of account when given by any one or more of the officer(s) and/or other person(s) as hereinbefore designated.
4. That Mark A. Lauretti, Mayor, is hereby authorized, for and on behalf of this Borrower, to transact any and all other business with or through the Bank which at any time(s) may be deemed by the said officer(s) and/or other person(s) transacting the same to be advisable, including, without limited the generality of

the foregoing authority to: (a) discount and/or negotiate notes, drafts and other commercial paper; (b) apply for letters or other forms of credit; (c) borrow money, with or without security; (d) assign, transfer, pledge or otherwise hypothecate any property of the Borrower; (e) purchase, exchange, sell, or otherwise deal in or with any stocks, bonds and other securities; (f) execute and deliver automated customer services and other agreements relative to performance of various computer services, and (g) in reference to any of the business or transactions referred to in this subdivision make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity, guaranty and other agreements, obligations as may be deemed by the officer(s) and/or other person(s) so acting to be necessary or desirable.

5. That any and all withdrawals of money and/or other transactions heretofore had in behalf of this Borrower with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by a subsequent resolution of this Board, and until a certified copy of such subsequent resolution has been received by the Bank.

6. That the Bank be promptly notified in writing of any change of any holder or holders of such offices, and that, until so notified and receipt acknowledged by it in writing, the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these resolutions after such change without such notice.

*Proposal to come*

ADJOURNMENT