

TOWN COUNCIL  
**Town of Trumbull**  
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TOWN HALL  
Trumbull

TELEPHONE  
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LEGISLATION & ADMINISTRATION COMMITTEE  
DECEMBER 29, 2014  
MINUTES

The Chair called the Legislation & Administration Committee to order at 7:45 p.m.

The Clerk called the roll and recorded it as follows:

Present: Chairman Suzanne Testani, Chairman, Enrico Constantini, Vice Chairman, Joseph Pifko, Ken Martin, Sr., Alternate and Daniel Marconi.

Absent: Edna Colucci (Patrick Helfrich and Thomas Christiano, Alternate recently resigned replacements forthcoming.)

Also

Present: Town Council Chairman Carl A. Massaro, Jr., Chief of Staff Lynn Arnow, Town Council Members Tony Scinto, Cynthia Penkoff, and Vicki Tesoro, Economic Development Director Edward Lavernoich and Director of Labor Relations James Haselkamp.

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Moved by Mr. Constantini, seconded by Mr. Pifko to take Item #2 out of order.

VOTE: Motion CARRIED unanimously.

1. RESOLUTION TC25-147: Moved by Mr. Constantini, seconded by Mr. Pifko. BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull and Trumbull (Non-Supervisory) Highway and Parks Employees Union Local 1303-33, Council #4, AFSME, AFL-CIO from January 1, 2012 through June 30, 2016 is hereby approved.

Moved by Mr. Marconi, seconded by Mr. Pifko to enter into *Executive Session* for the purpose of discussing contract negotiations.

VOTE: Motion CARRIED unanimously.

The Legislation & Administration Committee ENTERED into *EXECUTIVE SESSION* at 7:46 p.m. with L&A Committee members Chairman Suzanne Testani, Vice-Chairman

Enrico Constantini, Joseph Pifko, Ken Martin, Sr., Alternate and Daniel Marconi, Town Council Chairman Carl A. Massaro, Jr., Chief of Staff Lynn Arnow, Town Council Members Tony Scinto, Cynthia Penkoff, and Vicki Tesoro for the purpose of discussing contract negotiations.

Moved by Mr. Pifko, seconded by Mr. Constantini to END *EXECUTIVE SESSION*.  
VOTE: Motion CARRIED unanimously.  
The Legislation & Administration Committee ended Executive Session at 8:03 p.m.

Moved by Mr. Marconi, seconded by Mr. Pifko to amend by striking the word ~~January~~ and replacing it with July. The resolution shall read as:

**“RESOLUTION TC25-147: BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull and Trumbull (Non-Supervisory) Highway and Parks Employees Union Local 1303-33, Council #4, AFSME, AFL-CIO from July 1, 2012 through June 30, 2016 is hereby approved.”**

VOTE: Motion to amend CARRIED unanimously.

VOTE: As amended CARRIED unanimously.

2. RESOLUTION TC25-94: Moved by Mr. Marconi, seconded by Mr. Constantini.  
BE IT RESOLVED, That the acquisition of real property known as 6175 Main Street, Trumbull, CT is hereby approved; and  
BE IT FURTHER RESOLVED, That the First Selectman is hereby authorized to execute any agreements or take any necessary steps to complete the acquisition.

Mr. Lavernoch distributed an updated Situational Summary (Attached). The resolution had been held in committee due to a number of concerns. Those concerns were addressed as follows:

- A Title Search was conducted by a local title searcher hired by the Owen, Schine and Nicola law firm. A mortgage was found in favor of the owners. The mortgage would be released before the Town would take possession. The Town attorneys do not view this as an issue.
- Environmental Reports - Samples were taken and tested there was a hot spot for lead paint under one sign. The owners commissioned a Phase 3 environmental assessment with Thunderbird Environmental. The report had been distributed prior to this meeting. The results showed no additional investigation or remediation was necessary. Mountain Laurel provided an opinion letter which had been distributed to the committee prior to this meeting and they concurred with the Environmental Report.

A draft agreement is attached to the Updated Situational Summary. The agreement is not in its final form. The tenant will more than likely take the bill boards down if they can not repair them, but they have expressed an interest recently to repair the bill boards. They only have five years left of a 20-year lease. The cost to repair would not be recouped within the remaining five years. Due to the fact the signs are in wetlands repairing them

would be a major undertaking. Mr. Lavernoich confirmed for the committee the tenant would be subject to the Blight ordinance. If the Town were to acquire this property there would be not be an option for the tenant to renew their lease. It would be unlikely they would invest funds to repair the signs. Mr. Lavernoich stated one of the earlier environmental reports noted the dumpster did not have any visual evidence of leakage. The committee also noted the responsibility of any contamination from the gas station would be the gas station's responsibility not the Town's.

Mr. Martin spoke against the resolution and stated he would not vote for the resolution. He believes this would be a liability for the Town. Lead had been tested on site but thought the structures should be tested as well. The soil should have been tested for contaminants by a third party. Mr. Martin stated the acquisition was happening too fast and questioned why the blight was not being addressed at this juncture. Mr. Constantini cautioned since this property is unbuildable the owner could stop paying the taxes and this could be a foreclosure. The owner could also sell the property to Lamar who would then be in total control of the property. The committee agreed the bill boards are the issue. Ms. Penkoff spoke to encroachment issues discussed at a previous meeting and the mortgage on the property. Mr. Massaro stated the mortgage goes back to 1986 and there is probably very little due. The Town will get this property free and clear or it will not take it. Only after the Town is the owner can it proceed to work with the gas station with regard to encroachment. The Town does not have permission to test the signs which are considered personal property of the tenant. Mr. Lavernoich stated there had been two environmental reports by two consultants and neither has raised an issue with regard to asbestos. Lamar's critical path to repair the signs would be to go through the Inland Wetlands and Watercourses Commission this would result in a very expensive repair of the signs. With only five years left of their lease there is not enough time to recoup the cost of repair. If this resolution was not approved it is likely the current owner would sell the property to Lamar and it would be possible for them to recoup the cost of the repairs. Mr. Massaro explained this is not a residential property, it does not fall under the Transfer Act and there is no required disclosure. This resolution is about the billboards. The Town can not command the action of having them take the billboards down before acquiring the land. Mr. Lavernoich confirmed for Ms. Tesoro that the P&Z 8-24 approval had taken place. The committee requested the agreement in its final form before the full January Town Council meeting. The \$409,000 is an opinion of what the value is it is not an appraisal and that is the owner's issue not the Town's.

VOTE: Motion CARRIED unanimously 4-1 (AGAINST: Martin)

3. RESOLUTION TC25-148: Moved by Mr. Marconi, seconded by Mr. Constantini.  
BE IT RESOLVED, That the Town Council has authorized the preparation of schematic drawings and an outline of specifications to accomplish the Middlebrook Elementary School window project.

Mr. Massaro explained this resolution and the next are a product of the State's review for funding of this window and remediation project. There is a deadline for any such project with the state to be filed by June 30<sup>th</sup>. This project is beyond the June 30<sup>th</sup> deadline. Mr. Massaro has been working with the State and the BOE Superintendent's office to put together the information necessary for special legislation for this project's funding. The Town did what they were supposed to do from the onset, but it did not pass language muster for the State. The Superintendent and the Facilities Director asked that these resolutions be written with the correct language and brought to the Town Council for approval. The language the State asked to be included in the resolution is as follows. "Town Council has authorized the preparation of schematic drawings and an outline of specifications".

VOTE: Motion CARRIED unanimously.

4. RESOLUTION TC25-149: Moved by Mr. Pifko, seconded by Mr. Constantini. BE IT RESOLVED, That the Town Council has authorized the Superintendent of Schools or his designee to file a grant application for the Middlebrook Elementary Window replacement and environmental abatement project, further the Town Council authorizes the Superintendent of Schools to accept or reject said application when it is in the best interest of the Town and Board of Education.

Mr. Massaro explained this resolution represents how the State wants the resolution to read, although this is not the usual process. The BOE usually needs council's approval to file a grant not authorization to do so. It is usually done in a cooperative manner, the project is approved and a building committee is formed. This resolution gives implicit authorization to the Superintendent to file the grant application.

VOTE: Motion CARRIED unanimously.

There bring no further business to discuss and upon motion made by Mr. Marconi, seconded by Mr. Constantini the Legislation & Administration Committee adjourned by unanimous consent at 9:07 p.m.

Respectfully Submitted,

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Margaret D. Mastroni, Town Council Clerk



Bridge Group, LLC (Bridge) has proposed a charitable donation of real estate it owns at 6175 Main Street to the Town of Trumbull. The property is a parcel of approximately 2.1 acres, the majority of which is considered a wetland. The First Selectman directed the E&CD Director to request the Town Council's authorization to accept the property donation.

Bridge pays approximately \$4,000 annually in real estate taxes on the parcel. The Town would no longer receive this revenue if it acquires the parcel.

Bridge has a 20 year lease with Lamar Company, LLC (Lamar) that allows Lamar to keep billboards on the property until March 31, 2020. The charitable donation is subject to the current lease; the Town will likely inherit Lamar as a tenant. Lamar pays Bridge approximately \$1,800 annually in rent. Reportedly, Lamar is currently up-to-date on its rent payments.

The attorney for Bridge has verbally represented the following:

Bridge has no knowledge of contaminants being released on the property.

Bridge has no other agreements with Lamar regarding Lamar's tenancy or use of the property.

Bridge has no other agreements with any other party regarding tenancy or use of the property.

Bridge is not aware of any encumbrances (other than the existing lease) or liens on the property.

The Town has no obligation to confirm or certify the value of the donation to Bridge or the US IRS.

Lamar pays approximately \$2,000 annually in personal property taxes on the billboards. The Town will be entitled to receive this revenue until the signs no longer exist, or Lamar abandons the signs.

The (4) billboards are primarily wooden structures. They are "pre-existing non-conforming" in the Town's Zoning Regulations; new billboards are not permitted in Trumbull. Hence, the existing billboards can be repaired, but not replaced, enlarged or enhanced (e.g. lighting) in any way.

The billboards have not had any advertising on them for two or more years. They appear to need major repair. Any repairs on the billboards would require entering into the wetlands. A plan for entering the wetlands and undertaking repairs would have to be approved by the Inland Wetlands and Watercourses Commission (IWWC). Lamar has recently (early December '14) shown a renewed interest in preparing an application to the IWWC.

The Trumbull Planning & Zoning Commission, pursuant to Connecticut Statute 8-24, has recommended an approval of the acceptance of the charitable donation to the Town Council.

Bridge hired an environmental consultant to undertake a Phase III Environmental Site Assessment of the property. The consultant, Thunderbird Environmental, LLC, concluded that no additional investigation or remediation was necessary. The Town hired its own consultant, Mountain Laurel Environmental, to review the Thunderbird report.

A Title Search was obtained for the property at the request of Owens, Schine & Nicola.

Amended 12-29-14 EL

## CHARITABLE DONATION AGREEMENT

CHARITABLE DONATION AGREEMENT made effective the \_\_\_\_ day of September 2014, by and between Bridge Group, LLC, a duly authorized and validly existing Connecticut limited liability company having an office and principal place of business at 470 Pequot Avenue, Southport, CT (hereinafter referred to as "Bridge Group") and the Town of Trumbull, a municipal corporation duly constituted and validly existing under the laws of the State of Connecticut (hereinafter referred to as "Town").

### WITNESSETH:

WHEREAS, Bridge Group is the fee simple owner of certain real property known as 6175 Main Street, Trumbull consisting of approximately 2 acres of land upon which are located 4 outdoor advertising/billboard signs; which property is more particularly described in Schedule A attached hereto and a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Bridge Group, in reliance on a May 14, 2014, appraisal report is of the opinion that the Property has a fair market value of \$409,000.00; and

WHEREAS, Bridge Group desires to make a charitable contribution of the Property to the Town.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. AGREEMENT TO CONVEY. Bridge Group agrees to convey and the Town agrees to acquire the Property.
2. CHARITABLE CONTRIBUTION. The Town will acquire the Property without the payment by it of any monies.
3. TOWN'S CONTINGENCIES. The Town's acquisition of the Property is specifically contingent upon the following:

- (i) The Town's review and reasonable acceptance of the status of title of the Property.
- (ii) The Town's ability to obtain Section 8-24 planning and zoning commission approval of the acquisition of the Property.
- (iii) The Town's ability to obtain the Town Council approval of the acquisition of the Property.

In the event the foregoing contingencies are not obtained or waived by the Town by ~~October~~September 1, 2014, unless Bridge Group agrees to extend the contingency date, the Town shall have the right, upon written notice to Bridge Group care of its attorney received not later than ~~October~~September 1, 2014, to terminate this transaction.

- 4. AS IS CONDITION. Subject to Paragraph 7(iii) herein, The Town will acquire the Property in the condition it is in at closing.
  
- 5. TITLE. The Property shall be conveyed by Bridge Group to the Town subject to the following:
  - (i) Any and all zoning and building regulations and restrictions, any and all building lines and the provisions of any governmental rule or regulation, ordinance, and public or private law, including, but not limited to, any and all inland and tidal wetlands and coastal area management and historic district rules, regulations, ordinances and laws regulating the use of said Premises.
  - (ii) All Town of Trumbull real estate taxes.
  - (iii) All Town of Trumbull municipal/public improvement assessments.
  - (iv) Any Town of Trumbull fire district or similar taxes.
  - (v) Any and all protective covenants, easements, restrictions and encumbrances as of record may appear.
  - (vi) Any state of facts which an accurate survey and/or a physical inspection of said Premises may reveal.
  - (vii) Rights of The Lamar Company, LLC to maintain the existing outdoor advertising/billboard signs as such rights are delineated in that certain Lease Agreement by and between The Lamar Company, LLC as leasee and Bridge Group as lessor dated effective March 31, 2000, a copy of which Lease Agreement is in the possession of the Town.
  
- 6. QUIT CLAIM DEED. Bridge Group shall deliver to the Town, at the time of closing, a duly executed Connecticut quit claim deed conveying all of Bridge Group's right, title and interest in the Property to the Town.

7. BRIDGE GROUP'S REPRESENTATIONS. Bridge Group hereby represents to the Town as follows, all of such representations shall survive closing:

(i) It has full power, capacity, authority and legal right to execute and deliver this Charitable Donation Agreement and to execute all acts required of it for the performance of the agreement. At closing the Bridge Group will deliver to the Town a resolution certifying to the foregoing.

(ii) It is not a foreign person as defined in the Foreign Investment In Real Property Tax Act ("FIRPTA") as amended by the Tax Reform Act/Deficit Reduction Act of 1984 ("DEFRA"). At closing the Bridge Group will deliver to the Town an affidavit disclosing its taxpayer identification number and certifying to the foregoing.

(iii) It has no knowledge of the existence of any "hazardous waste" as such term is defined in Connecticut General Statutes Section 22a-115, as amended and/or of other environmental contamination on the Property and, to the best of its knowledge, believes that the Property is not environmentally tainted. Bridge Group shall indemnify, defend, save and hold harmless the Town, including but not limited to, its elected officials and officers, employees, representatives and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees and consultant's fees related to the remediation of any "hazardous waste" as defined in Connecticut General Statutes Section 22a-115 which has emanating from the Property during the time in which Bridge Group and/or its affiliates owned the Property.

(iv) It has no knowledge of any claim of adverse possession or encroachment from any neighbors abutting the Property other than the parking of motor vehicles on a portion of the Property by the Texaco station located on the southeasterly border of the Property. Attached hereto as Exhibit A is a copy of a letter written by Bridge

Group's attorneys dated July 1, 1997, advising the Texaco station owner to refrain from parking vehicles on the Property.

(v) The Lease Agreement by and between The Lamar Company, LLC and Bridge Group dated effective March 31, 2000, has not been amended.

(vi) It has no knowledge of any encumbrances and/or defects on title other than those set forth within Paragraph 5 herein.

(vii) Any and all real estate and/or personal property taxes due and owing through the date of closing shall be paid in full at the time of closing.

8. DEFAULT. In the event either Bridge Group or the Town default in the performance of their obligations hereunder, the non-defaulting party shall have all rights and remedies under law and in equity.

9. CLOSING DATE. The closing of title hereunder shall take place on or before ~~October~~September 5, 2014, unless the parties agree to another date. The closing shall take place at the law offices of Willinger, Willinger & Bucci, P.C., 855 Main Street, Bridgeport, CT at 10:00 a.m. or at another time mutually convenient to the parties hereto.

10. MISCELLANEOUS.

10.1 This agreement shall not be modified or amended except by written instrument signed by the parties hereto.

10.2 This agreement shall be governed by and construed under the laws of the State of Connecticut.

10.3 This agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

10.4 This agreement may be executed in one or more counterparts or copies, each of which when so executed shall be deemed to be an original hereof.

10.5 This agreement supersedes any and all prior understandings and agreements of any kind between the parties and all understandings and agreements heretofore had by and between the parties hereto are merged in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals effective the \_\_\_\_16~~th~~ day of September~~June~~, 2014.



Schedule "A"

Legal Description

That certain piece or parcel of land situated in the Town of Trumbull, County of Fairfield and State of Connecticut, containing 2.0 acres, more or less, bounded:

NORTHERLY: by land now or formerly of George H. Griffin;

WESTERLY: by the Highway Newtown Turnpike;

SOUTHERLY: by land now or formerly of Elisha W. Griffin;

EASTERLY: by land now or formerly of George H. Griffin.

Excepting therefrom a parcel twenty-five (25) feet square on the southeast corner herein previously conveyed to Clarice E. Griffin and Nancy H. Radcliffe.