CALL TO ORDER: The Vice-Chair called the meeting of the Town Council to order at 7:31 p.m. All present joined in the Pledge of Allegiance.

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

PRESENT: Mike Buswell   Mary Isaac   Jason Marsh  
Steve Lemoine   Kelly Mallozzi   Dede Robinson  
Donna Seidell   Tony Scinto   Alissa Hall  
Dawn Cantafio   Christopher DeCruze  
Kevin Shively   Bill Mecca   Thomas Whitmoyer  
Joy Colon   Lissette Colón   Nicole Satin  

ABSENT: Steve Choi, Olga Leiva, Ashley Gaudiano

ALSO PRESENT: First Selectman Vicki A. Tesoro, Chief Administrative Officer Cynthia Katske, Town Attorney Daniel Schopick, Finance Director Maria Pires, Director of Economic & Community Development Rina Bakalar, William Maurer Town Engineer/Sewer Administrator, (available by phone).

APPROVAL OF MINUTES: Moved by Shively, seconded by Cantafio to approve the August meeting Minutes as submitted. VOTE: Motion CARRIED unanimously.

DISCUSSION ITEM: Trumbull Mall Area Market Feasibility and Land Use Study:

Rina Bakalar updated the Council and explained this is not a traditional land use study, although it has some traditional land use components. It has an economic development market side. A RFP is out and due back on September 23, 2022. This is for a team that has the capability to look at all aspects of the situation from the Merritt Parkway to the Bridgeport line, and Main Street to
Madison Avenue. The study area is bigger than the mall 80-acre property although the mall is the predominant property in the area. This is everybody's challenge collectively. This is the best opportunity to do this right, and attract new-use investment. In order to do that we have to know the situation in a deeper way than we're able to understand it now. The scope of work is a deep dive into the ownership situations, restrictions and challenges that exist within the ownership/leasing, to know what's actually doable and what is not, not only on the Mall property, but in and around it to understand the infrastructure needs that might associate with a certain market, and demonstrate uses that come there. We have to look industry by industry at what appeals and what the market data says. We don't have the skills, manpower, horsepower, or data at our fingertips to do that level of a deep dive into what can work there or what the town would want or what the people would want. This will be a deep dive on the market side, uses, industries, restrictions, history, challenges, opportunities, and then look at the land use side and also from an aesthetics or an architectural presentation. This will give us concept drawings, ideas, a look at gateways, and the market. This goes beyond a municipal land use study.

The ask of the team is to prepare a pathway and to help take that to market. There are conferences, industry periodicals, industry list-servs that can get the word out about what the findings are, what's viable there, what the opportunities are to investors and businesses that may be interested in this area. This will be a roadmap. It is is meant to be transparent, and inclusive. This is a collective problem that requires collective input and solutions.

Points of discussion are as follows:

- The POCD is attached to the RFQ as an addendum reference document. The POCD is a guiding document for land use in the town. There will be a refresher of the POCD soon. By state law, it has to be done every 10 years. 2024 is the next and in the new 5-Year Capital Plan there is a funding request for the new POCD. The existing POCD will be one of the guiding documents. When this study is completed it will also be a guiding document for the 2024 POCD.
- Unibail-Rodamco-Westfield bought all of Westfield's North American holdings six years ago for $28 billion, they're worth under $10 million now, possibly under $5. They talked about divesting of all their North American assets over the next two years and just sold two malls in LA, four in Florida and are marketing another one on the East Coast. Trumbull is actively for sale, but currently there is no buyer. Trumbull meets with the stakeholders from LA on a regular basis. They will be involved, as long as they're in ownership. It is doubtful it will be to the degree that they turn over every lease. It is important the team knows how to do the research to underpin some of this. They committed if the mall sells during the process, or at any point after before the end of the process, that they would shepherd a relationship with the new buyer. The next meeting is being scheduled, they usually meet every six weeks.
- She thought the bankruptcy proceeding had been settled for Hudson Bay. National Bay bought Hudson Bay a few ago, Trumbull has a great relationship with them. There is a gentleman who is the senior person over the real estate assets is difficult and continues to say they are not ready to discuss the disposition of Trumbull. They are focusing on all the properties not just this one. This is a challenge. As they interview for the team that will be a question to consider, their relationship with Hudson Bay.
• Malls that have sold are all different types, California is a different market and one of theirs sold for $500 million. B-class malls sold in Florida, we have a minus B-class small regional mall. They also sold a 34-acre piece of property adjacent to a mall for $150 million. The values are starting to turn around. The people we bring in should have knowledge of this.
• The team will be asked to do the economic analytics associated with every use, which includes the benefit and the service strain.
• The Town has to work with the current owners and show them we are partners, there are upkeep issues that are being addressed, and this is being dealt with as a blight issue, but have not made that formal yet, but did let them know the Town is cataloging the issues. They have committed to doing some of the work that has been asked.

Ms. Bakalar explained the process as follows: There will be a group to review the proposals. They do not know how many will come in yet but do expect them to be lengthy and all have to be read and rated, then will proceed to the interviews after which the group will come back together to discuss the interviews. Kick-off of this might not be until winter, but first we need to get the right people in here. Community meetings will not be scheduled until the weather gets better and will be over a 9-12 month period. We need to give this the time that it needs. After they make a decision on the team they may come back to the Council to give another update maybe with who they have chosen. Ms. Bakalar made a note regarding public safety as being a stakeholder. The crime rates are lower now at the mall than they were in the 1980’s or 90’s, but noted public safety should be at the table too.

NEW BUSINESS
1. RESOLUTION TC29-73: Moved by Lemoine, seconded by Mallozzi
   BE IT RESOLVED, That the reappointment by the First Selectman of Jens Haulund as a member of the Trumbull Education and Government Access Television Commission for a term extending to the first Monday of December 2024 be and the same is hereby approved.
   Committee Report: The L&A Committee met on September 6, 2022 and voted unanimously.
   VOTE: ADOPTED unanimously.

2. RESOLUTION TC29-74: Moved by Isaac, seconded by Cantafio
   BE IT RESOLVED, That a resolution with respect to the authorization, issuance and sale of not exceeding $10,500,000 Town of Trumbull General Obligation Refunding Bonds is hereby approved. (Full Resolution Attached)
   Committee Report: The Finance Committee met on September 6, 2022 and voted unanimously.
   Ms. Pires believed the timeline for this has to be done was within 90 days. It was noted the last line of the resolution reads as effective until December 31, 2023. She will confirm the date. The bond call feature is 90 days. Ms. Pires will confirm. There were different rates within the bond, ranging from 2.5% to 5%. If the resolution was passed as
emergency legislation and they could do the bond refund next week, Ms. Pires would need to ask the financial advisor if they would move forward or not, he was looking at $350,000-$400,000 net of the issuance cost in savings. She will have him run the numbers based on what they saw last week.

VOTE: ADOPTED unanimously.

Moved by Marsh, seconded by Shively to PASS as Emergency Legislation.
VOTE: MOTION CARRIED unanimously.

3. RESOLUTION TC29-75: Moved by Robinson, seconded by Massaro
BE IT RESOLVED, That pursuant to Public Act 21-29, Section 5, and subsequent to a unanimous vote of the Trumbull Planning and Zoning Commission, the Trumbull Town Council hereby completes the opt out of the provision of subdivision (9) of subsection (d) of section 8-2 of the general statutes, as amended, regarding limitations on parking spaces for dwelling units. (Two-thirds vote required for approval by the Town Council).

Committee Report: The L&A met on September 6, 2022 and voted unanimously. Attorney Schopick corrected the committee minutes, the Council had said Mr. Cordone would not have to attend.

Councilman Massaro noted his comment in committee was that we need to protect our home rule and allow our Planning and Zoning Commission to decide how our properties are used and not allow the state to take away home rule by pecking away with statutes of this nature.

VOTE: ADOPTED unanimously.

4. RESOLUTION TC29-76: Moved by Cantafio, seconded by Satin
BE IT RESOLVED, That pursuant to Public Act 21-29, Sec. 6 (f), and subsequent to a unanimous vote of the Trumbull Planning and Zoning Commission, the Trumbull Town Council hereby completes the opt out of the provisions of Public Act 21-29, Sec. 6, regarding accessory apartments. (Two-thirds vote required for approval by the Town Council).

Committee Report: The L&A met on September 6, 2022 and voted unanimously.

Rina Bakalar noted there are 304 deed restricted accessory apartments in Trumbull. They are deed restricted for 40 years. The majority of them are 80%, we have now shifted to a 60% affordability. We are hovering at 6% towards the 10% limit for affordability. We added 5-10 in 2020, and added two this year. None of the 304 expire anytime soon. Accessory apartments do not account for all of the affordable housing units in Town. Every five years they are asked to do a renewal for the accessory apartment(s), it’s a way to remind them they have an affordable unit, it is part of the check and balance. The unit does not have to be occupied to be an affordable unit.
VOTE: ADOPTED unanimously.

5. RESOLUTION TC29-77: Moved by Colon, seconded by Cantafio
   BE IT RESOLVED, That First Selectman Vicki A. Tesoro, be and the same is hereby
   authorized to execute a certain Temporary Construction Easement and Agreement by,
   between and among the State of Connecticut, Department of Energy and Environmental
   Protection, the City of Bridgeport and the Town of Trumbull for the purpose of enabling
   the Town of Trumbull to perform certain sewer construction through Beardsley Park
   (Copy of agreement attached).

   Committee Report: Moved by Marsh, seconded by Cantafio to WAIVE the reading of the
   committee minutes. VOTE: Motion CARRIED unanimously.

   William Maurer Town Engineer/Sewer Administrator was available by phone for
   questions. Mr. Maurer confirmed the cost of the project, ($1.4 Million) is coming out of
   retained earnings from the WPCA. Point of clarification was made the vote was to
   approve/accept the easement not the cost of the project.

   VOTE: ADOPTED unanimously.
   Moved by Cantafio, seconded by Mallozzi to PASS as Emergency Legislation.
   VOTE: Motion CARRIED unanimously.

ADJOURNMENT: There being no further business to discuss and upon motion made by Hall,
seconded by Colon the Trumbull Town Council adjourned by unanimous
consent at 8:14 p.m.

Respectfully Submitted,

Margaret D. Mastroni

Margaret D. Mastroni, Clerk
FULL RESOLUTION

RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING $10,500,000 TOWN OF TRUMBULL GENERAL OBLIGATION REFUNDING BONDS

Section 1. Not exceeding $10,500,000 General Obligation Refunding Bonds (the “Refunding Bonds”) of the Town of Trumbull, Connecticut (the “Town”), or so much thereof as the First Selectwoman and Town Treasurer shall determine to be necessary, are hereby authorized to be issued to refund all or any portion of any one or more series of the Town’s outstanding general obligation bonds (the “Refunded Bonds”), to achieve net present value savings and/or to restructure debt service payments of the Town. The Refunding Bonds shall be issued and sold in either a negotiated underwriting or a competitive offering as determined by the First Selectwoman and Town Treasurer to be most opportune for the Town. If the Refunding Bonds are sold in a negotiated underwriting, the First Selectwoman and Town Treasurer shall appoint the managing underwriter. The Refunding Bonds shall mature on such date or dates and in such amounts as shall be determined by the First Selectwoman and Town Treasurer, in accordance with the provisions of the Connecticut General Statutes, as amended, and shall bear interest payable at such rate or rates as shall be determined by the First Selectwoman and Town Treasurer. The Refunding Bonds shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the First Selectwoman and Town Treasurer, bear the Town seal or a facsimile thereof and be approved as to their legality by Robinson & Cole LLP, Bond Counsel. The Refunding Bonds shall be general obligations of the Town and each of the Refunding 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 that the full faith and credit of the Town is pledged to the payment of the principal thereof and the interest thereon. The aggregate denominations, form, details, and other particulars thereof, including the terms of any rights of redemption and redemption prices, the designation of the certifying, paying, registrar and transfer agent, shall be subject to the approval of the First Selectwoman and Town Treasurer. The net proceeds of the sale of the Refunding Bonds, after payment of underwriter’s discount and other costs of issuance, shall be deposited in an irrevocable escrow account in an amount sufficient to pay the principal of, interest and redemption premium, if any, due on the Refunded Bonds to maturity or earlier redemption pursuant to the plan of refunding. The First Selectwoman and Town Treasurer are authorized to appoint an escrow agent and other professionals and to execute and deliver any and all escrow, investment and related agreements necessary to provide for such payments on the Refunded Bonds and to provide for the transactions contemplated hereby. The First Selectwoman and Town Treasurer are authorized to prepare and distribute preliminary and final Official Statements of the Town for use in connection with the offering and sale of the Refunding Bonds, and to execute and deliver on behalf of the Town a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Tax Regulatory Agreement, and such other documents necessary or desirable for the issuance of the Refunding Bonds and the payment of the Refunded Bonds. The Town may issue taxable bonds or notes as the issuance of such taxable bonds or notes is hereby determined to be in the public interest.

Section 2. This resolution shall be effective until December 31, 2023.
TEMPORARY CONSTRUCTION
EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF CONNECTICUT Department of Energy and Environmental Protection, acting herein by Katherine S. Dykes, Commissioner (hereinafter "Grantor"), duly authorized under the provisions of section 23-14 of the Connecticut General Statutes, for five hundred dollars ($500.00) and other good and valuable consideration received to its full satisfaction of the TOWN OF TRUMBULL, (hereinafter "Grantee") a municipality having its territorial limits in the County of Fairfield, and State of Connecticut, does hereby give, grant, bargain, sell, convey, and confirm unto Grantee, its successors and assigns, a non-exclusive Temporary Construction Easement (hereinafter "Easement"), in whatever right, title, and interest the Grantor may have in, under, upon, over, and across that certain hereinafter described piece or parcel of land, for the purpose of relocating and replacing an existing pressurized sanitary sewer line and appurtenances, on such pieces or parcels of land situated in the City of Bridgeport, County of Fairfield and State of Connecticut, being more particularly described in Schedule A attached hereto (the "Easement Area").

WHEREAS, pursuant to a certain Transfer Agreement recorded in Volume 3036 at Page 135 of the Bridgeport Land Records, the Grantor transferred to the City of Bridgeport (hereinafter "CITY") care and control of the land and buildings contained within the premises of which the Easement Area is a part, and

WHEREAS, pursuant to the Transfer Agreement, CITY is required to maintain and utilize said premises for public outdoor recreational purposes.
NOW THEREFORE, as conditions of the grant of the foregoing Easement the GRANTEE agrees to the following:

1. The GRANTEE shall have a temporary non-exclusive right to pass and repass over and across the Easement Area, with personnel and equipment, and, within the Easement Area, a temporary non-exclusive right to survey, operate equipment, install materials, remove materials, and excavate and fill as may be required, for and incidental to the relocation and replacement of the existing pressurized sanitary sewer line and appurtenances.

2. The GRANTEE’s exercise of its rights set forth herein shall be subject to the GRANTEE first obtaining all applicable permits and approvals required by law, including those the issuance of which are within the jurisdiction of the GRANTOR and the CITY. Nothing herein shall obligate the GRANTOR or CITY to issue any such permit. The GRANTEE shall at all times abide by all applicable permit and approval requirements. The work conducted by the GRANTEE shall conform to all plans and documents submitted to and approved by federal, state, and local authorities. Before commencement of any work activities, the GRANTEE shall coordinate the timing of all activities and the signage needed to inform the public with the GRANTOR’s Parks Division and the CITY’s Parks Department. The GRANTEE shall conform to the “Connecticut Guidelines for Soil Erosion and Sediment Control” by the Council on Soil and Water Conservation, as amended, during the construction, operation, maintenance, repair and replacement of the above-described sanitary sewer line and appurtenances.

3. The GRANTEE shall coordinate with GRANTOR’s Wildlife Division and the CITY’s Parks Department on any planting plans or seed mixes to be used within the Easement Area.

4. The GRANTEE, its successors and assigns, shall indemnify and hold the GRANTOR and the CITY harmless from any suit or claim which may arise in connection with any activity and usage connected with this Agreement including, but not limited to the replacement
or relocation of the sanitary sewer line and appurtenances. The GRANTEE hereby
agrees to defend the GRANTOR and CITY as though they were not a sovereign State or
governmental entity with respect to any such suit or claim. This in no way shall be
construed to be a waiver of any immunities that the GRANTOR or CITY may possess, or
which may be asserted on their respective behalf.

5. The GRANTEE shall restore the Easement Area to the same or better condition as
existed prior to the GRANTEE's permitted activities hereunder within 60 days of
completion of the sanitary sewer line repair and replacement referenced above, to the
extent that such activities require the GRANTEE to disturb said Easement Area and to
the extent that said restoration is not in conflict with the purposes for which the
Easement is granted. This includes repairing or replacing any and all paving, curbing,
landscaping, fencing, sidewalks or boardwalks removed or damaged during said
construction or maintenance activities. In the event that weather conditions make such
restoration impracticable, the GRANTEE may defer said restoration for not more than six
(6) months, with approval of the GRANTOR's Parks Division and CITY's Parks
Department.

6. The GRANTEE or its contractors, subcontractors, agents, and assigns agree to secure and
maintain the following insurance coverages, at no cost to the GRANTOR or CITY:
   a. COMMERCIAL GENERAL LIABILITY INSURANCE including Contractual Liability
      Insurance, Independent Contractors, Premises and Operations, Products and
      Completed Operations and Broad Form Property Damage coverages with a total
      limit of liability of One Million Dollars ($1,000,000) for all damages arising out of
      bodily injuries to, or death of, all persons and/or damage to property in any one
      accident or occurrence, and, subject to that limit per accident, a total (or
      aggregate) limit of Two Million Dollars ($2,000,000) for damages arising out of
      bodily injuries to, or death of, persons in accidents or occurrences and out of
      injury to or destruction of property during the policy period;
b. AUTOMOBILE LIABILITY INSURANCE which covers motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars ($1,000,000) combined single limit per accident for bodily injury, or death of, persons and/or damage to property in any one accident or occurrence. If the GRANTEE does not own an automobile, but one is used in the performance under this Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the performance under this Agreement then automobile coverage is not required.

c. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers GRANTEE's employees at or working within the Easement Area, which coverage shall include Employer's Liability Insurance with limits of:

   i. $100,000 Each Accident (bodily injury by accident);
   ii. $500,000 Disease – Policy limit (bodily injury by disease); and
   iii. $100,000 Disease – Each Employee (bodily injury by disease).

d. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS) in the event GRANTEE's contractors provide any architecture, engineering, design, accounting, legal, or other professional services under or in conjunction with this Agreement and/or at or with regard to the Easement Area, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount of Two Million Dollars ($2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the
professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

All products and completed operations coverage required to be maintained by GRANTEE and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

Notwithstanding any other provision of this section 6 to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section 6 even if such party’s insurance policy(ies) are not written for amounts specified within (other than worker’s compensation insurance) provided said party carries Umbrella or Excess Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella or Excess Liability Insurance follow(s) the form of said party’s primary coverages.

Except as otherwise provided to the contrary in this section 6, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella or excess coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that GRANTEE shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the GRANTOR and CITY that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded the GRANTOR and CITY, thereunder are equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Easement Area and/or the work, if any, to be performed by GRANTEE or its contractors.

The GRANTOR, the CITY and their officers, agents and employees (collectively, “State Indemnified Parties”) shall be named as additional insureds under all applicable
coverages maintained pursuant to section 6 above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

Upon GRANTEE's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary date of the execution of the Agreement, GRANTEE agrees to furnish the GRANTOR and CITY one (1) or more certifications of insurance evidencing that GRANTEE and its Contractors have obtained the insurance required hereunder. Copies of all required insurance policies shall be retained by GRANTEE for three (3) years after effective date.

Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved by the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the GRANTOR and CITY, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the GRANTOR and CITY hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

All of GRANTEE's and its contractors' insurers shall be licensed to do business in the State and be rated A- (VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement thereof. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

GRANTEE and its contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of GRANTEE's or its contractors' insurers shall have any right of subrogation or recovery against the GRANTOR, or the other State Indemnified Parties, all of which rights are
hereby waived by GRANTEE. All insurance maintained by GRANTEE and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

Nothing herein shall preclude any party from procuring and maintaining, at such party’s sole cost and expense, such additional insurance coverage as such party seems desirable or appropriate, provided, however that all liability insurance maintained by GRANTEE and its contractors which covers the Easement Area and/or any work to be performed under this Agreement shall name the GRANTOR and the CITY as an additional insureds. Any insurance maintained by the GRANTOR or the CITY shall be in excess of any and all insurance maintained by GRANTEE and/or its contractors, and shall not contribute with it.

GRANTEE shall neither do nor allow its contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this section 6 shall or may be invalidated in whole or in part. In the event that any of the contractors so acts (or fails to act), then GRANTEE shall promptly use commercially reasonable efforts to eliminate that condition.

The GRANTOR and the CITY shall have the right to review and revise the insurance requirements applicable to GRANTEE and its contractors, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the GRANTOR or CITY reasonably deem to be prudent, in their sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.

Unless requested otherwise by the GRANTOR, GRANTEE, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when,
approved in writing by the GRANTOR, which approval may be withheld in its sole and absolute discretion. GRANTEE shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

The failure of the GRANTOR or CITY, at any time or from time to time, to enforce the provisions of this section 6 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of GRANTEE to indemnify, defend and hold and save harmless the GRANTOR or the other State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by GRANTEE or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

GRANTEE shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

The provisions of this section 6, shall be incorporated and made a part of each contract or other agreement which GRANTEE enters into under or in conjunction with this Agreement or the Easement Area with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Easement Area) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the GRANTOR and CITY, as provided in these provisions, shall remain unchanged. If any contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section 6, GRANTEE may request the GRANTOR and CITY to approve different levels and/or types of coverage for such contractor. The
GRANTOR and CITY may withhold their approval of any such request in their sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management, the State's Director of Insurance and Risk Management and the CITY Attorney.

The provisions of this section 6 shall survive any termination of this Agreement.

7. After completion of the sanitary sewer line repair and replacement, the GRANTEE shall provide to the GRANTOR and CITY, at its sole cost and expense, an as-built A-2 survey depicting the accurate location of all structures within the Easement Area. At such time, GRANTOR, CITY, and GRANTEE shall enter into a Permanent Sewer Line Easement and Agreement (the "Permanent Easement") so the GRANTEE may continue to use, maintain, repair and replace said sewer line. Such Permanent Easement shall be in form and substance satisfactory to GRANTOR and CITY in their sole discretion. The Permanent Easement shall retain the GRANTEE's rights, within the Easement Area, to pass and repass, to operate equipment, install materials, remove materials, excavate and fill as may be required, for and incidental to the permanent maintenance and repair of said sewer line. The Permanent Easement shall provide that the GRANTEE maintain the sewer line at its sole cost and expense, in a clean and safe condition, to the satisfaction of the STATE and CITY. Upon the recording of the Permanent Easement, this Easement shall terminate and be of no further force and effect.

8. The GRANTOR and CITY shall incur no expense as result of this Agreement and the GRANTEE, its successors and assigns, shall bear all direct and indirect costs of replacing and relocating the sewer line pursuant to this Agreement.

9. Notwithstanding the provisions of paragraph 7, above, the Easement shall be automatically extinguished upon recording of the Permanent Easement or December 31, 2025, whichever is sooner.
10. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the GRANTOR or CITY, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut and governmental immunity of the CITY. The GRANTEE waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

11. Executive Orders and Other Enactments.

a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during Its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the GRANTEE is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the GRANTOR’s authority to require compliance with the Enactments.
b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

c. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

12. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the GRANTOR of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the GRANTOR or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern. Nothing contained in this Agreement shall abrogate or confer the GRANTOR's sole and exclusive right to sovereign immunity for itself, its officers and employees.

The GRANTOR and CITY herein reserve the right to themselves, their successors and assigns, to continue to use the Easement Area for any use and purposes which does not in any way
interfere with the use thereof by the GRANTEE, its successors and assigns, in fulfilling the purposes for which this Agreement is granted. Furthermore, nothing herein shall be construed to impose any obligation or liability upon the GRANTOR or CITY in connection with actions by third parties within the Easement Area not expressly undertaken at the behest and on behalf of the GRANTOR or CITY.
TO HAVE AND TO HOLD the above granted rights, privileges, and authority unto the said GRANTEE, its successor and assigns, to its own proper use and behoof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Signed and Sealed
In the Presence of:

______________________________
Witness:

______________________________
Witness:

STATE OF CONNECTICUT)
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me on this _______ day of ____________________, 2022 by Katherine S. Dykes, Commissioner of Department of Energy and Environmental Protection, State of Connecticut, on behalf of the STATE.

______________________________
Notary Public
My Commission Expires
Signed and Sealed
In the Presence of:

________________________________________
Witness:

________________________________________
Witness

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD )

SS. BRIDGEPORT

The foregoing instrument was acknowledged before me this ___ day of ____________,
2022, by _____________________, the ____________________, on behalf of the City of
Bridgeport.

________________________________________
Notary Public
My Commission Expires
Signed in the Presence of:

Witness:

Witness:

TOWN OF TRUMBULL

By: ________________________________

First Selectman, Town of Trumbull

Date: ________________________________

STATE OF CONNECTICUT  
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THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _______ DAY OF 
_________________________, 2022, BY ____________________, FIRST SELECTMAN, ON BEHALF OF THE TOWN OF TRUMBULL.

Notary Public
My Commission Expires
APPROVED PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 4-67g(f):

Paul F. Hinsch  
Policy Director, Bureau of Assets Management  
Office of Policy and Management  

Date: __________________________

STATUTORY AUTHORITY  
Connecticut General Statutes  
Section 23-14

APPROVED:  
William Tong  
Attorney General

By: ____________________________________________  
   Eileen Meskill  
   Associate Attorney General

Date: __________________________

22
SCHEDULE A
DESCRIPTION OF THE TEMPORARY EASEMENT

BEARDSLEY PARK TEMPORARY CONSTRUCTION EASEMENT 1 BEARDSLEY PARK, BRIDGEPORT, CT

A certain piece or parcel of land situated in the State of Connecticut, and City of Bridgeport, containing 115,090+/- square feet (2.64+/- acres), being depicted as "TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF THE TOWN OF TRUMBULL, CONNECTICUT AREA=115,090+/- SQUARE FEET (2.64+/- acres)" on a map entitled: "EASEMENT MAP OF PROPERTY LOCATED AT 1 BEARDSLEY PARK BRIDGEPORT, CONNECTICUT PREPARED FOR TOWN OF TRUMBULL" Scale: 1"=20'; Date: April 5, 2022; Prepared By: Pereira Engineering, LLC, which map is or shall be recorded on the Bridgeport Land Records. Such piece or parcel of land being more particularly bounded and described as follows:

Commencing at a spike found, said spike having Connecticut State Coordinates (NAD 1983) of N:641750.9+/· E:882141.7+/·- thence running N 22°21•33" W 37.2'+/- to a point having Connecticut State Coordinates (NAD 1983) N:641785.2+/· E:882127.5/-, said point being the point of beginning of the herein described parcel, said point also being the northeasterly corner of the herein described parcel:

Thence running the following four (4) courses and distances through land now or formerly of the State of Connecticut: S 11°38'51" W 320.52 feet, N 79°42'31" W 30.03 feet, S 11°33'16" W 782.55 feet, said point being referenced by Connecticut State Coordinates (NAD 1983) of N:640710.0+/· E:881876.6+/·, said point being the southeasterly corner of the herein described parcel and N 80°57'28" W 88.3 +/· feet to a point at the easterly edge of the Pequonnock River, said point being the southwesterly corner of the herein described parcel;

Thence running generally in a northwesterly direction 1,116 +/· feet along the edge of said Pequonnock River to a point being the northwesterly corner of the herein described parcel;

Thence running S 79°04’30” E 87.6 +/- feet to the point or place of beginning.

Bearing and coordinate base: the Connecticut Coordinate System, NAD 1983 Datum