

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5000



LEGISLATION & ADMINISTRATION COMMITTEE
MINUTES
SEPTEMBER 6, 2022

CALL TO ORDER: The Chair called the meeting to order at 7:15 p.m. All present joined in the Pledge of Allegiance.

ROLL CALL:

The clerk called the roll and recorded it as follows:

PRESENT: Jason Marsh, Chairman, Thomas Whitmoyer, Vice Chairman, Alissa Hall Kelly Mallozzi, Carl Massaro, Chris DeCruze

ABSENT: Bill Mecca, Alternate, Steve Lemoine, Alternate

ALSO

PRESENT: First Selectman Vicki A. Tesoro, Chief Administrative Officer Cynthia Katske, Town Attorneys Daniel Schopick and James Nugent, Town Council members Kevin Shively, Nicole Satin, Mary Isaac, Tony Scinto, Town Engineer/Sewer Administrator William Maurer

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1. RESOLUTION TC29-73: Moved by Whitmoyer, 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.

Jens Haulund of 35 MacMath Drive was present and indicated his party affiliation as democrat. He has been doing video work in a semiprofessional capacity for years. He has been on the commission for three years. His day job used to be at People's United Bank until two weeks ago, he now works as an engineer at a major manufacturing company. The commission introduced livestreaming. With the cost of electronics going down there are a lot of opportunities to create graphics and real time information with standard

computers. They have an initiative to get more high school students involved using the studio at the high school to expand the community based TV. He is very excited to be part of all of this.

VOTE: Motion CARRIED unanimously.

2. RESOLUTION TC29-75: Moved by Massaro, seconded by Whitmoyer
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).

Attorney Schopick was present on behalf of Attorney Cordone who had another meeting this evening, Attorney Cordone would be present at the full Council meeting.

With regard to the subject of this resolution and the next, the state passed legislation that preempts local P&Z regulations, in one resolution having to do with accessory apartments and in this one having to do with the amount of parking required for multifamily dwellings. The state took away local prerogatives and it would benefit the Town to retain local provisions. Each resolution requires a 2/3 affirmative vote by both the P&Z Commission and Town Council.

Attorney Schopick confirmed the number of parking spaces required currently is 4 and the state would only require 1.5. If the Town opts out it can change the provision at a later date to either closer to the state standard or an intermediate standard. It was confirmed there would be no strings attached or penalties for opting out. If the Town does not opt-out the Town would have to follow state standard for as long as that legislation is in place. This resolution only speaks to parking not the other items in the comparative table contained in the agenda back-up. Attorney Schopick noted the use of the word “completes” as written may appear odd, but explained the language was taken directly from the statute.

VOTE: Motion CARRIED unanimously.

3. RESOLUTION TC29-76: Moved by Hall, seconded by Mallozzi
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).

Attorney Schopick referred to the comparative table in the agenda back-up. If the Town does not opt-out the state legislation would take away the fact the Town regulation has conjoined the accessory apartment requirement with affordable housing. Trumbull’s accessory apartments are required to meet affordable housing standard. Accessory

apartments under the state statute could have detached units, allowing two freestanding units on the same lot, which Trumbull prohibits. If the Town does not opt-out, under state statute they would have to go to Planning and Zoning for approval, but they would not have to go through the public hearing, and wouldn't have to notice adjoining landowners. The project, essentially would be signed off by the Planning and Zoning Commission. Under state statute, only one additional parking place would be required, the Town presently requires four additional spaces. Under state statute it would be a permanent change, whereas under local requirements they would have to come back and renew their special permit for the accessory apartment. If the Town opts-out the Planning and Zoning Commission would still have the right to change the regulation at a later date.

First Selectman Tesoro believes there are more than 200 accessory apartments currently in Town which do count towards affordable housing, but would need to confirm the number. Ms. Bakalar will be present at the full Council meeting to answer questions. Attorney Schopick noted if the state standard is adopted it would do nothing to bring this toward affordable housing. The state now has legislators that have come out and said, for purposes of accessory apartments, there's no need to move towards affordability.

It was confirmed there are no strings attached and if the Town opts-out the regulations can be changed at a later date. Accessory apartments are what is commonly referred to as an in-law apartment.

VOTE: Motion CARRIED unanimously.

4. RESOLUTION TC29-77: Moved by Mallozzi, seconded by Whitmoyer
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).

Attorney Nugent explained this easement was prompted by the need to make urgent repairs to the force-main which runs from Trumbull to the Bridgeport treatment plant. The pipes are showing their age, there have been a few failures this year. Bill Maurer has spearheaded the effort to identify sections that are susceptible. It was a lengthy, expensive camera and metal testing procedure. The first failure in the park was two years ago and one of the recent failures was two months ago.

Beardsley Park was formerly owned by the City of Bridgeport and was sold to the State years ago. This is a three-way agreement between Trumbull, Bridgeport and the State. DEEP drafted the agreement which took months. Step one is to get this signed which is imperative, Bridgeport gets it next, and then it goes back to DEEP. This is a slow process. This will give Trumbull the right to occupy the property for the purpose of performing construction as defined in the easement. There will be a further provision later to provide Trumbull the permanent easement to the pipe area.

Mr. Maurer explained Trumbull's Beardsley pump station is on the corner of White Plains and Trumbull Road. The 2-mile pipe runs from the pump station through Beardsley Park, under the Pequonnock River, under RT 25, up past Home Depot, and then down to Pond Street, and joins into the BTI, (Bridgeport Trumbull Interceptor), which was put in early 1970s. They are replacing the most critical 1000' in Beardsley Park, (closer to the Trumbull-Bridgeport line). It was a very flat pipe, 20" in diameter with the flow stopping and going through the pipe for years scouring the bottom of the pipe causing a crack in the bottom. This pipe takes 2/3 of the flow from Trumbull into it every day. They are replacing the 1000' section with ductile iron pipe which is expected to last 50-100 years.

The project is included in the 5-Year Plan and the cost of it is coming from the WPCA. The project was bid and came in at \$1.5 million, the longest lead time is for the pipe which is 40 weeks, and they have been waiting since early summer. Testing was done, they dug up the force-main in two locations where it was the flattest and did metal testing, (Corrosion Probe). They found those two locations to be in good shape, but breaks are hard to predict. There have been other force-main breaks for various reasons.

If this was not replaced the cost complications would be tremendous, one could not give an estimate. Of the 13 pump stations only 2 have a back-up pipe. To put in a redundant pipe that is not used is costly and if it is not used it will also corrode over time.

The permanent easement will cover all the pipe in the entire park and its repair and maintenance not just the section being replaced. The temporary easement is for construction when the trucks are moving in and out of the park. They will have to bypass, and will put in a parallel line and then tie it back in. The old pipe will be filled in so there is not a hollow pipe under the ground and will be abandoned in place. They could not use the old pipe again because it is susceptible. They do have 4 lengths of pipe on hand in case there is another break. Attorney Nugent noted the ARPA designation does have \$2 million allocated for this project.

VOTE: Motion CARRIED unanimously.

Adjournment: There being no further business to discuss and upon motion made by Whitmoyer, seconded by Hall the L&A Committee adjourned by unanimous consent at 7:46 p.m.

Respectfully Submitted,

Margaret D. Mastroni, Clerk

Record and Return To:

Department of Energy and Environmental Protection
Land Acquisition and Management
79 Elm Street – 6th Floor
Hartford, CT 06106-5127

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 of 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.

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: _____

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