

**ADDENDUM
TO
AGENDA**

SPECIAL

CITY COUNCIL MEETING

TUESDAY, MARCH 18, 2014

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

61-13

Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 6.04 Animal Control Regulations Generally amend Section 6.04.010 Keeping of Certain Animals Prohibited, referred to Ordinance Committee.

(MONDAY, MARCH 17, 2014
CANCELLED AND RESCHEDULED)

AGENDA

SPECIAL
CITY COUNCIL MEETING

TUESDAY, MARCH 18, 2014

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 18, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 51-13** Communication from Fire Department re: Proposed Request to Donate a Surplus Fire Truck to the Dominican Republic, referred to Public Safety & Transportation Committee.
- 52-13** Communication from Tax Collector re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 53-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Social Services for Social Services Block Grant Program (SSBG), referred to Economic and Community Development and Environment Committee.
- 54-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic & Community Development for a Municipal Brownfield Assessment and Inventory Grant Program, referred to Economic and Community Development and Environment Committee.
- 55-13** Communication from OPED re: Proposed Resolution concerning the Disposition of City-Owned Property Located at 143 Fifth Street and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 56-13** Communication from OPED re: Proposed Resolution concerning Disposition of City-Owned Properties to Habitat for Humanity and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 57-13** Communication from Fire Department re: Proposed Request to Donate a Fire Boat to the Town of Fairfield, referred to Public Safety & Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 58-13** Communication from Airport re: Proposed Hangar Lease Agreement with the Connecticut Aerospace Hall of Fame and Museum, Inc. for the Location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport, referred to Contracts Committee.
- 59-13** Communication from Housing and Community Development re: Program Year 40 Annual Action Plan: Community Development Block Grant Program (CDBG), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.
- 60-13** Communication from Central Grants re: Grant Submission: National Association of County and City Health Officials (NACCHO) for the FY2013-2014 Medical Reserve Corps Capacity Building Award (CBA), referred to Economic and Community Development and Environment Committee.

UNFINISHED BUSINESS:

- 13-13** Contracts Committee Report re: Resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, MARCH 18, 2014 (SPECIAL MEETING) AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

The matter of the late Adelaida Coriano.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Commending Councilman Rick Torres for looking into unjust termination case.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City budgets and fiscal review.

CITY of BRIDGEPORT

**CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, MARCH 18, 2014
6:30 PM**

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Austin, Lyons, Vizzo-Paniccia, McBride-Lee, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Salter, DeJesus

Council President McCarthy called the public speaking session to order at 6:45 pm.

The city clerk took the roll call and announced there was a quorum.

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on March 18, 2014.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 3, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	The matter of the late Adelaida Coriano

Council President McCarthy announced that Ethan Book wasn't present.

Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Commending Councilman Rick Torres for looking into unjust termination case
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Mr. Young recalled the matter of his unjust termination. He displayed signs that read "One is Above the Law". He stated that he was troubled about the issue regarding his absence as he referred to his doctor's notes – *copy distributed*. He said he was told the labor board that his medical notes weren't sufficient even though he had proof of the

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TEST
CITY CLERK'S OFFICE

medical reason. He relayed that he was terminated after working for the city for twenty-seven years, noting that he didn't return to work on March 17, 2006. However, he stated that he was at work on March 16 but he only worked part time hours. He mentioned that he hasn't heard anything from labor relations regarding his FOI request pertaining to his complaint. He repeated that he was at work on March 16 and he mentioned his marriage that was performed before Paul Ganim on March 16 – *per a picture distributed*. He emphasized that his rights were violated and that he will continue to speak out about rectifying the wrong that was done to him. He felt that the judge that presided over the case was wrong and he asked that the information requested be given to Council member Torres for follow up.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City budgets and fiscal review

- *Statement to be submitted to the city clerk's office or go to www.SoundviewTV.org/Bridgeport to listen to the comments.*

The following speakers signed up to address the city council prior to the public speaking session:

Paul Timpanelli, President/CEO of Bridgeport Regional Business Council spoke about the mission of BRBC, which is to bring economic development to Bridgeport. He stated that he was present to speak in favor of the resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land in the south end of the city. He mentioned that as elected officials, many problems come forward that lay heavily on the city council who have to weigh all the issues for the best of the city. He said he believed that the project is in the best interest of the city and that many positive things could result from the project going forward; noting that the positives far outweigh any negatives. He further relayed a short list of projects that the BRBC has supported in the city, noting that it's important to make significant progress in economic development in Bridgeport. He urged approval of the project.

Onte Johnson

Mr. Johnson stated that today was an historic day being present in support of the solar project in Bridgeport. He recalled attending previous meetings and discussions about the project. He recognized the supporters that were present, noting that this is what happens when there are projects going on in Bridgeport that brings people from all over Connecticut that care about the city. He mentioned that the city council has an opportunity to do something historical with Bridgeport being the home to the first solar array project that he expressed was amazing. He said he hoped that the city council felt it's the right thing to do and put Bridgeport on the map.

James Banta

Mr. Banta spoke about gratitude in taking care of the city in relation to the solar array project. He commented that there is no danger of the project creating a fire and that the proposed panels that will be constructed can be swapped out if needed. He referred to new technology advances in the state of Massachusetts that has produced ten times plus renewable energy. He referred to what he called the current monstrosity that is currently on the proposed site, noting that the new project will help enhance the site. He relayed that currently, the landfill isn't useable and it was previously used as a wasteland and dump. He further mentioned that the fact that the project has come forward is a good thing to product renewable energy and he questioned why there is so much opposition to the project. He stated that himself and others he knows love the park and that people in Bridgeport want the project and want change. He expressed that he thought P.T. Barnum would be in favor of the project to better Bridgeport.

Adrian Well

Ms. Well spoke about the solar panel array project. She stated that the community has sat down to discuss some of the projects they would like to see in Bridgeport and that the project they were talking about today was part of that as a development initiative for the city during 2006. She further spoke about moving ahead as a community, noting that the green economy is one that can and should be developed. She said she felt it would create jobs in the city and at the same time, it will be positive for the environment. She relayed that it will be a great opportunity to bring the vision to Bridgeport. She mentioned the organization that does mattress recycling to say that she was looking forward to other green companies coming into the area. She expressed that the project will provide jobs, dollars, clean energy and partnership for Bridgeport. She commended Mayor Finch for bringing the project to Bridgeport. She urged approval of the project.

The public speaking session ended at 7:15 pm.

CITY of BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, MARCH 18, 2014
7:00 PM
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, Vizzo-Paniccia, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

Mayor Finch called the meeting to order at 7:20 pm.

- Prayer - Council member Austin offered the prayer.
- Pledge of Allegiance - Council member Feliciano led the pledge of allegiance.
- Roll Call - the City Clerk took the roll call and announced there was a quorum.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 18, 2014

**** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
**** COUNCIL PRESIDENT McARTHY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

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City Council Meeting

March 18, 2014

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ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

61-13 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 6.04 Animal Control Regulations Generally amend Section 6.04.010 Keeping of Certain Animals Prohibited, referred to Ordinance Committee.

- ** COUNCIL MEMBER MARELLA MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES *and the* ADDED ADDENDUM ITEM**
- ** COUNCIL MEMBER MARTINEZ SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

UNFINISHED BUSINESS:

- 13-13** Contracts Committee Report re: Resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

- ** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- ** COUNCIL MEMBER MARTINEZ SECONDED**

Council member Torres referred to and read the comments he submitted as follows:

In a time where the whole country, including this mayor, seems is moving in the direction of ecological and environmental sensitivity, Bridgeport proposes a project that flies in the face of that movement. There are many issues that are relevant to this council as we proceed forward to today's vote:

- 1) We were told this is not park land. Then we were told it is park land. Then the Parks Commission votes unanimously to decline. Then the mayor meets with the Commission and then they vote unanimously to approve with no substantial change in the plan.
- 2) We were told that the city's parks master plan included this development.
 - a. The two versions of the Sasaki plan that were available to the public had no mention of the idea.
 - b. At the first Parks Commission meeting a third version appeared that included an oval with a line saying solar array. This was on page 147 of a 186 document that until then no one in the public had seen.
 - c. I called Sasaki and asked them to explain their thoughts behind a solar energy project on park land. They stated that they were forced to include the idea in progress by Ted Grabarz. They thought the land should be kept as open space or reclaimed as full-fledged park land.

- d. Some more research showed that the city had a master plan for Seaside from renowned landscape architects Richter and Cegan which shows the land in question recaptured as park land.
 - e. The coerced master plan still has no mentioned of a Fuel Cell component, which is half of this project. Due to the heavy-duty construction of this facility it is located on perfectly clean park land, away from the landfill.
- 3) We have been told that the land is so polluted that it is incapable of any human use.
- a. Then the city's own chemist consultant testifies that the landfill is an inert state. When challenged that the city will be unable to respond to pollution which might be potentially dangerous in the future, he testified that the effluent is basically clear of harmful materials and that the cap is intact.
 - b. When presented with what Norwalk, CT did with its Oyster Shell Landfill now a Park, he stated that it would take \$650 million to clean our landfill. Norwalk did not clean its landfill. They just recapped it and added topsoil for under five million.
 - c. The Olmsted Foundation provided testimony to the parks commission as to the 4,500 acres of reclaimed landfill to park projects that have been done nationwide. Their elegant letter provided proof of reclamation and pleads for Bridgeport to reconsider this plan.
- 4) The Olmsted Foundation letter also recognizes the DEEP's sighting of some 185 acres of better suited brownfield in Bridgeport.
- 5) The city has stated it does not have the resources to even consider the possibility of recovering the landfill.
- a. The EPA's Long Island Sound Study routinely has millions set aside each year to recapture land on or near Long Island Sound. Seaside Park cannot be any more appropriate a parcel for such money. Mark Tedesco the EPA administrator, whose office has an advisory role to play in this project, only found out about the project when I communicated with him asking him why they approved the project.
 - b. In April the Fish and Wildlife Administration will again award millions of dollars to municipalities in the Long Island Sound area. This process has not changed in a decade.
 - c. The city has spent countless millions cleaning a private parcel of land belonging to ACME Shear Company formerly of Bridgeport and now of Fairfield. So far I have accounted for \$3.4 million the number could be as high as \$5 million or more. The project is the Knowlton Street Park.

- d. In the items sent to committee by this Council is a grant request to the state to expand the above mentioned essentially secret project for an additional \$200,000 to assess and begin to remediate this Knowlton Street Park.
- e. Therefore, there is money to create a park on perfectly polluted land on the Pequonnock River, belonging to a private company.
- f. Knowlton Park, although it has some merit, overlooks abandoned factories, a huge industrial rental company's property and polluted land. The long abandoned landfill is among the most scenic parcels in Connecticut allowing potential visitors to see all of Bridgeport and across to all parts in Long Island.

Motion to amend the lease:

1st Motion recommended:

Amend Section 9(a) Public Safety. The Tenant is responsible for all safety needs it may need (including compliance with the terms of PCU Permit).

2nd Motion recommended:

Amend Section 9(b) Tenant Security Measures. Tenant is responsible for all Security Measures. The Tenant must seek approval from the Landlord of any Security Measures it wishes to install. Including, but not limited to, six foot height restriction on all fencing, no barbed wired, and no lighting of the facility at night.

3rd Motion recommended:

Amend Section 10(b) Replace entirely with: Tenant assumes all liabilities environmental and otherwise for all of Tenant's activities on Seaside Park associated with this project.

4th Motion recommended:

Amend 10(c) reflect language of 10(b).

5th Motion recommended:

Amend Exhibit D Section 11) Strike last paragraph entirely.

**** COUNCIL MEMBER TORRES MOVED TO APPROVE THE 1st Motion recommended: Amend Section 9(a) Public Safety. The Tenant is responsible for all safety needs it may need (including compliance with the terms of PCU Permit).**

**** COUNCIL MEMBER SWAIN SECONDED**

Mayor Finch stated that he reviewed the amendments and he thought there was some merit to them. However, he suggested that the city council vote down the amendments for the purpose of instructing the city attorney to devise the proper legal language and negotiate the terms of the amendments.

Council President McCarthy clarified that Mayor Finch thought that the five (5) amendments were reasonable. He suggested that they pass the amendments with the recommendation that they be submitted to the city attorney to negotiate the terms and language. He stated that Mayor Finch should instruct the city council to amend the contract with all the concerns in mind; i.e., the amendments need to be negotiated with United Illuminating and PURA and should be subject to the appropriate language and United Illuminating and PURA requirements. And the city attorney should amend the contract with the amendments in mind. He further suggested that the debate should continue tonight regarding the item.

Council member Brannelly stated that it was important to return the item to committee, due to the recommended amendments. She noted that there wasn't sufficient time to review the amendments yet.

Mayor Finch stated that most of the amendments that were recommended were already addressed in the contract, although they may need some tweaking.

Council President McCarthy stated that the matter was a time sensitive issue and he asked Attorney Pacacha to address it.

Attorney Pacacha stated that he understood that United Illuminating had a time sensitive issue due to the final documents and budgets for PURA approval; noting that there is a time frame that is running out.

Council Holloway recalled that he was elected to the city council in 1993 and in January 1994; he was chosen to serve on the Energy Environmental Natural Resource Policy Committee that meets four times per year to discuss energy and environmental resources. He stated that one thing that was studied was alternative energy. He mentioned that they found that when solar panels were installed, one thing that happened with the wind mills is that bald eagles were killed due to the wind mill blades; however, this has never been the case with solar panels. He further noted that when you visit Baltimore, you will see solar panels everywhere, so he thought it was the way to go. He mentioned the issue of the solar panels being visible, noting that no one living on Brewster Street will be able to see them, because they will be situated to the east. However, he stated that he did have a concern that the residents will be getting the shaft, because they will be giving up something and receiving nothing – *he mentioned the Bridgeport Hospital project as an example*. Overall, he felt the matter was all about money and he repeated that the residents will be giving up a lot to receive nothing. And although it's a great idea, he had a concern about the cost. He reiterated that that "we" as a city will not benefit financially.

Council member Halstead stated that he felt they could save the landmark. He stated that as far as the consensus that the project is supported isn't true according to his

constituents. He reiterated that he felt they were losing park land and that the view when looking down, would be spoiled as a nature sanctuary. He recalled that the site used to be a dump, but right now it's a wildlife sanctuary. He felt that most of the people of a 50/50 ratio don't want the project and it has divided the community. He relayed that they should go with the vision that P.T. Barnum had for the city.

Council member Swain reiterated Council member Brannelly's comment that it wouldn't be good to try to shove the item through for approval. She emphasized that it was worth their attention to return to the item to committee.

Mayor Finch asked Attorney Pacacha to address the proposed amendments.

Attorney Pacacha mentioned that he and the United Illuminating representative reviewed the five (5) amendments and responded to them upon discussion and with an explanation. He addressed the (5) amendments as follows:

1st Motion recommended:

Amend Section 9(a) Public Safety. The Tenant is responsible for all safety needs it may need (including compliance with the terms of PCU Permit).

- United Illuminating will share responsibility with the city for public safety. UI is willing to share responsibility for security and protection so no one gets harmed.

2nd Motion recommended:

Amend Section 9(b) Tenant Security Measures. Tenant is responsible for all Security Measures. The Tenant must seek approval from the Landlord of any Security Measures it wishes to install. Including, but not limited to, six foot height restriction on all fencing, no barbed wired, and no lighting of the facility at night.

- United Illuminating is willing to consider this amendment subject to Siting Council requirements, because they have jurisdiction over the siting and UI want to ensure that they uphold that policy.

3rd Motion recommended:

Amend Section 10(b) Replace entirely with: Tenant assumes all liabilities environmental and otherwise for all of Tenant's activities on Seaside Park associated with this project.

- It was stated that it will be difficult to change the contract with two lines with non-lawyer language. However, UI will be responsible in conjunction with the city. and if UI disturbs the cap and releases harmful materials, then they will be responsible. They plan to work together on environmental remediation.

4th Motion recommended:

City of Bridgeport
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Amend 10(c) reflect language of 10(b).

- This amendment will require adjustments and United Illuminating is willing to make them.

5th Motion recommended:

Amend Exhibit D Section 11) Strike last paragraph entirely.

Striking the last paragraph as it was read pertains to Landlord responsibility. United Illuminating is willing to give the city the right to approve any change, even though PURA and DEP will have the right to approve or deny it.

Mayor Finch commented that the utility regulations were highly regulated, noting that the process can get frustrating.

Council member Taylor-Moye stated that she listened to all the council members' comments. She relayed that the project will be a great opportunity in line with the B- Green initiative for renewable energy. She said that comments have been heard from both sides and for different reasons, such as the issue of the panels being visible. She further stated that as far as the opportunity for change, she is in favor of going forward to make things happen in the future. She stated that she has spoken to her constituents who are for and against the project and the view points are just about equal. Some people feel the project will take away from the park, however; this piece of land is not used for kids to play. Overall, she said she was in full support and will vote yes.

Council member Torres stated that some relevant issues were mentioned by Council member Holloway and Council member Taylor-Moye in terms of the lease and there not being enough of a financial gain for Bridgeport. He further stated that the key is they have a choice or they can do nothing at all. He explained that life exists within the top six inches of soil, so he felt the land could be restored to be in balance. He further felt that \$350k may seem like peanuts, noting that he agreed with Council member Holloway that Bridgeport may seem like an easy target to go after.

Council member Brannelly asked for clarification about how they were going to proceed with the motion that was made and the second to the motion that was on the table for approval of the item and the amendments.

Council member Banta stated that after the debate, he visited the site and he found that the area had many beautiful homes that were kept up well. He commented that the matter has become "A Tale of Two Cities" where rich, poor and every different ethnicity exist in the area. However, along with the abandoned houses and buildings; he thought the area would eventually go back to being a landfill. He further commented that the south end doesn't even have a basketball court or a tennis court, noting that he goes to the north end to play. He said it's a matter of quality of life for people that can use it. He expressed to the Mayor and the Parks Department that they should ensure that whatever was delivered that something would be given back to the community. He said that he urged development

with an interest in downtown Bridgeport and they shouldn't overlook the south end of Bridgeport.

Council President McCarthy reminded the council that a motion was on the floor to vote on the amendments. Mayor Finch clarified that a **yes** vote would be to approve the amendment and a **no** vote would be to deny the amendment.

A roll call vote was taken.

**** MOTION FAILED TO PASS WITH SEVEN VOTES IN FAVOR AND THIRTEEN VOTES IN OPPOSITION (COUNCIL MEMBERS: BRANNELLY, BANTA, TAYLOR-MOYE, McCARTHY, AUSTIN, McBRIDE-LEE, DeJESUS, CASTILLO, MARELLA, PAOLETTO, MARTINEZ-WALKER, HOLLOWAY, FELICIANO**

**** COUNCIL MEMBER TORRES MOVED TO APPROVE THE 2nd Motion recommended: Amend Section 9(b) Tenant Security Measures. Tenant is responsible for all Security Measures. The Tenant must seek approval from the Landlord of any Security Measures it wishes to install. Including, but not limited to, six foot height restriction on all fencing, no barbed wired, and no lighting of the facility at night.**

**** COUNCIL MEMBER HALSTEAD SECONDED**

Council member Holloway stated that there was a policy in the City of Bridgeport that barbed wire can't be used anymore.

Council member Torres commented that when they keep adding features to a project it doesn't make sense and they should make them pay.

Council President McCarthy said he agreed with this amendment and that he will recommend to the city attorney to negotiate the terms with United Illuminating.

Council member Brannelly stated that she was looking forward to voting on the contract that will be passed through the Contracts Committee.

**** MOTION FAILED TO PASS BY A RECOGNIZED NAY VOTE IN OPPOSITION**

****The council members that voted in opposition weren't identified – no roll call vote.***

**** COUNCIL MEMBER TORRES MOVED TO APPROVE 3rd Motion recommended: Amend Section 10(b) Replace entirely with: Tenant assumes**

all liabilities environmental and otherwise for all of Tenant's activities on Seaside Park associated with this project.

**** COUNCIL MEMBER HALSTEAD SECONDED**

**** MOTION FAILED TO PASS BY A RECOGNIZED NAY VOTE IN OPPOSITION**

****The council members that voted in opposition weren't identified – no roll call vote.***

**** COUNCIL MEMBER TORRES MOVED TO APPROVE 4th Motion recommended:Amend 10(c) reflect language of 10(b).**

**** COUNCIL MEMBER HALSTEAD SECONDED**

**** MOTION FAILED TO PASS BY A RECOGNIZED NAY VOTE IN OPPOSITION**

****The council members that voted in opposition weren't identified – no roll call vote.***

**** COUNCIL MEMBER TORRES MOVED TO APPROVE 5th Motion recommended:Amend Exhibit D Section 11) Strike last paragraph entirely.**

**** COUNCIL MEMBER HALSTEAD SECONDED**

Council President McCarthy asked Attorney Pacacha to clarify the review of this amendment. Attorney Pacacha stated that United Illuminating was already in agreement with the amendment to change the paragraph. Council member McCarthy stated that he would include this amendment in the summary to the city attorney to recommend that the terms be negotiated.

**** MOTION FAILED TO PASS BY A RECOGNIZED NAY VOTE IN OPPOSITION**

****The council members that voted in opposition weren't identified – no roll call vote.***

Council member Swain urged everyone to review the contents of the lease to assure what they are getting.

**** COUNCIL PRESIDENT McCARTHY MOVED THAT AMENDMENTS #1, #2 and #5 BE NEGOTIATED WITH THE PARTIES INVOLVED (UNITED ILLUMINATING COMPANY and PURA) AS PART OF THE FINAL CONTRACT AS EXECUTED BY THE CITY ATTORNEY**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council President McCarthy stated and clarified that it is the city council's intention that the amended items should be reflected in the final negotiation and that the language should be appropriate and agreed upon by all parties.

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the main motion:

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE AS AMENDED**

13-13 Contracts Committee Report re: Resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND FIVE VOTES IN OPPOSITION**

****The council members that voted in opposition weren't identified – no roll call vote.***

ADJOURNMENT

**** COUNCIL PRESIDENT McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:20 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



CITY OF BRIDGEPORT, CONNECTICUT
BRIDGEPORT FIRE DEPARTMENT

30 CONGRESS STREET • BRIDGEPORT, CONNECTICUT 06604 • TELEPHONE (203) 337-2050 • Fax (203) 333-4940

COMM. #51-13 Ref'd to Public Safety & Transportation Committee on 03/17/2014.

February 21, 2014

Bridgeport City Council
c/o Office of the City Clerk
City Hall, RM 204
45 Lyon Terrace
Bridgeport, Ct. 06604

Re: Donating Used Fire Engine.

Dear Honorable Councilpersons,

The Fire Department currently has an obsolete, surplus fire engine that we would like to dispose of. The City Council adopted and approved Resolution #52-11 at their meeting on February 6, 2012 to commit tangible assistance to the peoples and governments of the Island of Hispaniola. The Fire Department is requesting approval by the City Council to donate another surplus fire engine to the Dominican Republic.

A copy of the new Resolution along with the Hold Harmless Agreement are attached.

Robert W. Petrucelli
Robert W. Petrucelli
Deputy Chief, Administration

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 28 A 11:20

**RESOLUTION TO COMMIT EQUIPMENT, OBSOLETE FOR BRIDGEPORT PURPOSES
TO THE PEOPLES AND GOVERNMENTS OF THE ISLAND OF HISPANIOLA**

WHEREAS, the Island of Hispaniola (hosting the sovereign states, of the Republic of Haiti and the Dominican Republic) and its people sustained tremendous devastation due to a major earthquake on January 12, 2010 and other subsequent national disasters; and

WHEREAS, Hispaniola is in large part an impoverished island with much of its populace living in substandard housing, and challenged by minimal safety service equipment; and

WHEREAS, on February 16, 2010, the City of Bridgeport, through its Common Council adopted a Resolution to commit general assistance to the Island of Hispaniola through the adoption of Haitian city(ies); and

WHEREAS, the City of Bridgeport occasionally possesses safety equipment and vehicles requiring space, which is often limited, and are obsolete to performing a function to support the safety of the people of the City of Bridgeport, but could still serve a function to the people of Hispaniola; and

WHEREAS, the Bridgeport Fire Department possesses such an obsolete fire truck, 1986 Hahn Model HCP20 Vin # HCP12-219-5-13-86 ("Fire Truck") which is serving no purpose for the City of Bridgeport and taking up valuable space needed for more advanced and necessary equipment; and

WHEREAS, the Dominican Republic, due to its dire financial circumstances and public safety demands, is interested and willing to accept the City of Bridgeport's donation of the Fire Truck.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Bridgeport City Council that the City of Bridgeport may donate the Fire Truck to the Dominican Republic and that the Mayor or the Fire Chief may execute and accept such documents necessary to execute the donation and accept the Hold Harmless Agreement attached hereto and made a part hereof as Exhibit A.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("AGREEMENT")

I/we, individually and on behalf of the Dominican Republic, duly authorized (individually or collectively "Indemnitor") do hereby expressly, knowingly, and voluntarily agree to defend, indemnify and hold harmless the City of Bridgeport, its elected officials, officers, department heads, employees, agents and servants (individually or collectively "Indemnitee") from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, alleging but not limited to bodily injury, personal injury, property damage caused, or alleged to be caused, by the Indemnitee, including but not limited to damage to person or property, and costs of every kind and description arising from or out of the Indemnitee providing the Indemnitor with one fire engine bearing VIN number HCP12-219-5-13-86 (hereafter the "Fire Truck"). The Indemnitor accepts the Fire Truck and its usage at its sole risk. This Agreement is intended to, and expressly does, cover any and all actions or omissions of the Indemnitee in the provision, delivery, installation and usage of the Fire Truck.

By signing below, Indemnitor acknowledges that it agrees to accept the Fire Truck "AS IS, WHERE IS", and that Indemnitee makes no representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, value, design, operation, suitability, merchantability or fitness for a particular use of the Fire Truck in any respect whatsoever or as to the absence of latent or other defects, whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, risks incident thereto are to be borne by the Indemnitor and, in no event shall Indemnitee be obligated or liable for actual, incidental, special, consequential or other damages of or to the Indemnitor or any other person or entity arising out of or in connection with the use, delivery, or performance of the Fire Truck, the maintenance thereof or of any parts or services provided incidental thereto.

DOMINICAN REPUBLIC

X _____
Indemnitor
By: Alejandro Mejias
Its: Lieutenant Colonel
Duly authorized

x _____
Witness:

x _____
Witness:

Dated: _____



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

BILL FINCH
Mayor

COMM. #52-13 Referred to Miscellaneous Matters Committee
on 3/17/2014

DATE: March 6, 2014
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

Attn: Nancy O'Brien
Ruben & Lazinger
295 Congress Street
Bridgeport, CT 06604

Property Location: 62 Old Battery Road
Owners: Tillinger Mark & Theresa
Attorneys Ruben & Lazinger overpaid in error and City directed to refund overpayment.

Refund due: \$20,796.50

RECEIVED
CITY CLERK'S OFFICE
2014 MAR 10 A 8:17
ATTEST
CITY CLERK



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

BILL FINCH
Mayor

COMM. #53-13 Referred to ECD&E Committee on
3/17/2014

March 5, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution –State of Connecticut Department of Social Services: Social Services
Block Grant (SSBG)

Attached, please find a Grant Summary and Resolution for the State of Connecticut's Social
Services Block Grant Program.

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 MAR - 5 P 4:05



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Social Services: Social Services Block Grant (SSBG)**

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City is requesting \$137,754 from the State of Connecticut Social Services Block Grant Program. This funding will be used by Bridgeport's Department of Social Services to provide case management, counseling and protective services to at least 2,077 Bridgeport residents, ranging from infants to older adults. Case management includes the arrangement, coordination, and monitoring of services to meet the needs of individuals and families. Counseling Services are those services or activities that apply therapeutic (or remedial) processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas include but are not limited to family and marital relationships, parent-child problems, or substance abuse. Protective Services for Adults are those services or activities designed to prevent or remedy abuse, neglect or exploitation of adults who are unable to protect their own interests.

Project Period: January 1, 2014-September, 30 2014

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$137,754.00	Supplies:
City:	

A Resolution by the Bridgeport City Council
Regarding the State of Connecticut Department of Social Services
Social Services Block Grant

(DRAFT)

WHEREAS, the State of Connecticut Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Social Services Block Grant; and

WHEREAS, funds under this grant will be used to provide case management, counseling and protective services for Bridgeport residents; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Social Services in the amount of \$137,754 for the purposes of providing case management, counseling and protective services for Bridgeport residents; and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Social Services to provide case management, counseling and protective services for Bridgeport residents.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Department of Social Services for the Social Services Block Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

Comm. #54-13 Referred to ECD&E Committee on 3/17/14

March 3, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution –State of Connecticut Department of Economic & Community
Development Municipal Brownfield Assessment and Inventory Grant Program

Attached, please find a Grant Summary and Resolution for the State of Connecticut Department
of Economic & Community Development Municipal Brownfield Assessment and Inventory
Grant Program.

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 MAR - 5 P 4: 05
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic & Community Development Municipal Brownfield Assessment & Inventory Grant Program

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Patrick Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport Office of Planning and Economic Development is applying to the State of Connecticut Department of Economic & Community Development for a Municipal Brownfield Assessment & Inventory Grant. The City is requesting \$200,000 for the Environmental Site Assessment of 60 Main Street, 337 Knowlton Street and potentially other contaminated properties. The objective is to assess these sites so the properties can eventually be put back into productive use. To achieve this goal the sites will need to be assessed and possibly, remediated.

Project Period: One Year from Contract.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$200,000	Supplies:
City:	

A Resolution by the Bridgeport City Council

Regarding the State of Connecticut Department of Economic & Community Development

Municipal Brownfield Assessment & Inventory Grant Program

(DRAFT)

WHEREAS, the State of Connecticut Department of Economic & Community Development is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Municipal Brownfield and Inventory Grant Program; and

WHEREAS, funds under this grant will be used to for environmental site assessments at 337 Knowlton Street, 60 Main Street and other potentially contaminated sites throughout Bridgeport, Connecticut; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$200,000 for the purposes of providing environmental site assessments to various properties in Bridgeport, Connecticut; and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Economic and Community Development to environmental assessments at 337 Knowlton Street, 60 Main Street and other sites in Bridgeport.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Department of Economic and Community Development for the Municipal Brownfield Assessment and Inventory Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
 999 BROAD STREET
 BRIDGEPORT, CONNECTICUT 06604
 TELEPHONE: (203) 576-7221
 FAX: (203) 332-5611

BILL FINCH
 Mayor

DAVID M. KOORIS
 Director

City Clerk
 45 Lyons Terrace
 Bridgeport, CT 06605

COMM. #55-13 Referred to ECD&E Committee on 3/17/2014

March 04, 2014

Re: A Resolution Concerning Disposition of City Owned Property to abutter process. Ordering a Public Hearing Relative to the Same

Dear City Clerk:

The City of Bridgeport is preparing to dispose of the following Property, as listed below. The Planning & Zoning Commission gave its approval for such disposition at its meeting of January 14, 2014. The City Hall Committee gave its approval on December 13, 2013.

Disposition of City-Owned Parcels by auction or sale to Abutter

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot	Recommendation
143	Fifth Street	Lot	738-15A	Sell

Attached, please find individual parcel locator maps and parcel data sheets for all of these disposition parcels, and a resolution to effectuate the sale that requires Council approval.

Since there is a requirement that a Public Hearing be conducted by the Legislative body of the City of Bridgeport prior to any vote to approve or disapprove the sale, disposition or transfer of real property owned by the municipality; and since the City Clerk shall cause notice of such public hearing to be published in a newspaper of general circulation, and order the posting of the property in conformance with the City Ordinance and State Statute, I have attached a Resolution for your referral.

Thank You.

Sincerely,

Max Perez
 Senior Economic Development Associate

RECEIVED
 CITY CLERK'S OFFICE
 2014 MAR - 4 A 10:28
 ATTEST
 CITY CLERK

CC: Mayor Finch
 Andrew Nunn, CAO
 David Korris, Director OPED
 Alanna C. Kabel, DCAO
 Atty. R. Liskov, City Attorney

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISPOSITION AND REDEVELOPMENT OF
143 Fifth Street**

WHEREAS, Eddy King a successful Business owner, who is the owner of land located at 435 Connecticut Avenue; and

WHEREAS, Eddy King is in need of a site to build a new building and provide the requirement for Landscaping and parking for its Business and employees; and

WHEREAS, the City of Bridgeport-owned property at 143Fifth Street (the "Site") is in proximity to Eddy King Property at 435 Connecticut Avenue; and

WHEREAS, Eddy King is willing to purchase the Site from the City of Bridgeport for \$750.00 (Seven Hundred and Fifty Dollars) and is further willing to remove all blight from the Site in order to construct a new building, Landscape and parking for its employees; and

WHEREAS, the current use of the Site offers no significant economic benefit to the City of Bridgeport, and detracts from the attractiveness of the Connecticut Avenue and Stratford Avenue commercial corridor and the East End of Bridgeport as a whole; and

WHEREAS, it is in the best interest of the City to clean-up the blighted condition of the Site and to facilitate its redevelopment, especially if these actions can be achieved at the sole expense of a responsible private developer; and

WHEREAS, the Site was appraised on February 12, 2014 at \$750.00 (Seven Hundred and Fifty dollars); and

WHEREAS, Eddy King seeks no warranties from the City regarding the environmental condition, physical condition or title on the Site;

NOW THEREFORE, be it resolved that, provided that the Bridgeport City Council authorizes the Director of the Office of Planning and Economic Development to do any and all things necessary to negotiate and execute with Eddy King a land disposition agreement for the sale and redevelopment of the Site in a manner consistent with this resolution.

143 FIFTH ST



Click to enlarge

MBLU : 37/ 738/ 15/A / /
Location: 143 FIFTH ST
Owner Name: BRIDGEPORT CITY OF
Account Number: RL-0042490

**SEARCH FOR SIMILAR
SALE PROPERTIES**

Parcel Value

Item	Assessed Value
Improvements	0
Land	22,680
Total:	22,680

Owner of Record

BRIDGEPORT CITY OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	7323/ 192	1/8/2007	
LEE CLAUDE	3386/ 281	4/6/1995	
BERKELEY FEDERAL BANK & TRUST	3310/ 338	9/21/1994	
PEOPLES BANK	3109/ 63	3/26/1993	

Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res

Land Line Valuation

Size	Zone	Assessed Value
0.03 AC	ORS	22,680

Construction Detail

Item	Value
------	-------

STYLE Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

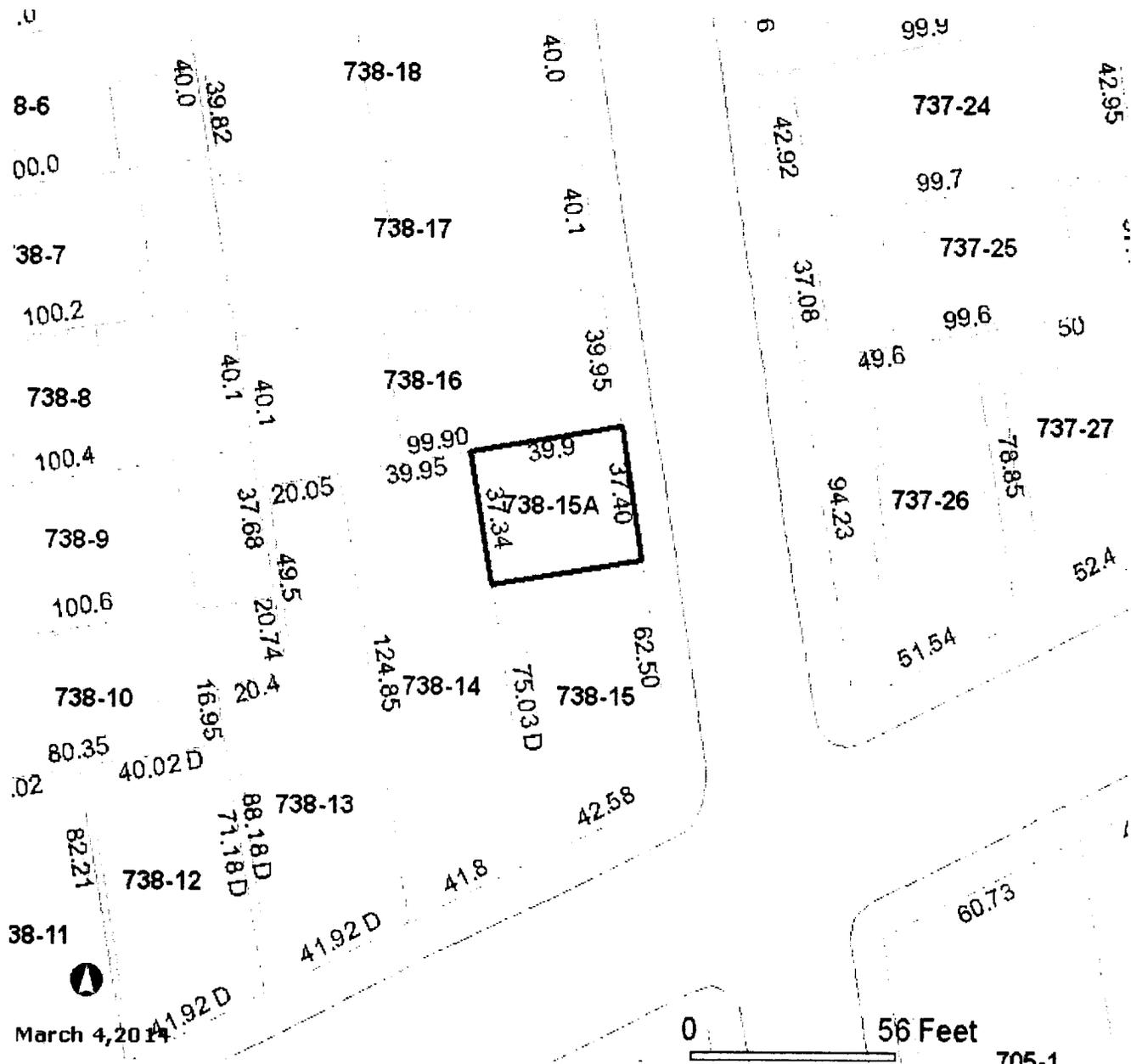
Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Government Solutions, Inc.**



APPRAISAL REPORT
OWNED BY
City of Bridgeport

LOCATED AT
143 Fifth Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Attorney Anthony M. Guerrero
Owens, Schine, & Nicola, PC
799 Silver Lane
Trumbull, CT 06611

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 12, 2014

Attorney Anthony M. Guerrero
Ownes, Schine, & Nicola, PC
799 Silver Lane
Trumbull, CT 06611

Re: 143 Fifth Street
Bridgeport, Connecticut

Dear Attorney Guerrero:

In accordance with your request to perform a valuation of the above captioned property, and issuing my findings to you in summary form, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report. The function of this report is reportedly for acquisition negotiations. The effective date of this analysis is February 1, 2014, the date of inspection. The opinion of value stated in this report is based upon the Sales Comparison Approach, as the subject consists of vacant land. Fee Simple Estate is appropriately determined, as there are no known, long-term enforceable rental agreements in affect.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute.

The subject property is located in the East End of Bridgeport. It is comprised of a basically rectangular shaped parcel, with average dimensions totaling 1,500 square feet or .034-acre. Property is situated 62.50 feet north of Connecticut Avenue along the west side of Fifth Street. Overall parcel is vacant, with a depression in the center, and chain-link fencing on the perimeter. Site is covered with snow, preventing visible observations of site characteristics. There is a sidewalk along its street frontage. Zoning is OR (*Office Retail*), and is assumed to have typical soil content.

A more detailed description of the property is provided further in this report.

VALUATION SERVICES / COMMERCIAL & INDUSTRIAL BROKERAGE / PROPERTY MANAGEMENT
1057 BROAD STREET · BRIDGEPORT, CT 06604 · TELEPHONE (203)384-6000 · FAX (203)384-9421

Re: 143 Fifth Street
Bridgeport, Connecticut

page two

The analysis of the subject property required research of market data through many sources; the appraisers files, commercial data banks, commercial record, local multiple listing service, local brokers and appraisers, as well as the appraisers field review; and the review of city records. From this collection of data, the appraiser determined that the sales comparison approach is most appropriate. This approach is provided in this report.

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the *Fee Simple Estate* of the property, as of February 1, 2014, is the amount of:

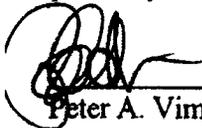
Seven Hundred and Fifty Dollars

(\$750.00)*

* See below and following page

***Value is IN AN UNCONTAMINATED STATE.** *The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property or via contamination from adjoining properties, over past years.

Respectively Submitted,


Peter A. Vimini, MAI



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
 999 BROAD STREET
 BRIDGEPORT, CONNECTICUT 06604
 TELEPHONE: (203) 576-7221
 FAX: (203) 332-5611

BILL FINCH
 Mayor

DAVID M. KOORIS
 Director

COMM. #56-13 Referred to ECD&E Committee on
 3/17/2014

City Clerk
 45 Lyons Terrace
 Bridgeport, CT 06605

March 04, 2014

RECEIVED
 CITY CLERK'S OFFICE
 2014 MAR -4 A 10:29
 ATTEST
 CITY CLERK

Re: A Resolution concerning City Owned Property Disposition to Habitat for Humanity and Ordering a Public Hearing relative to the same

Dear City Clerk:

It is my understanding that the City of Bridgeport has agreed to dispose of nine (9) city-owned parcels to Habitat for Humanity of Coastal Fairfield County. These thirteenth parcels are currently four vacant lots of varying sizes and a one family home identified as follows:

• 216 Cloverhill Avenue	Res-Lot	2797-45	Sell
• 221 Jefferson Street	Res-Lot	613-3A	Sell
• 229 Jefferson Street	Res-Lot	613-03	Sell
• 243Sixth Street	Res-Lot	737-35Y	Sell
• 169 Fifth Street	Res-Lot	738-19	Sell
• 221 Beach Street	Res-Lot	1759-10	Sell
• 223 Beach Street	Res-Lot	1759-11	Sell
• 228 Davenport Street	Res-Lot	646-01	Sell
• 11 Booth Street	Res-Lot	822-17	Sell

Attached, please find individual parcel locator maps and parcel data sheets for all of these disposition parcels, and a resolution to effectuate the sale that requires Council approval.

The purpose of this is to authorize the Office of Planning and Economic Development to transfer these properties to Habitat for Humanity, consistent with their mutual agreement. All parcels are being offered for sale in an "as is/where is" condition and will remain in their current land use classification as part of this sale. Any changes sought for infill housing purposes is fully supported by the City. Currently Habitat for Humanity plans to develop single family affordable homes on these sites.

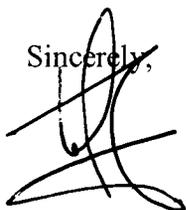
Since there is a requirement that a Public Hearing be conducted by the Legislative body of the City of Bridgeport prior to any vote to approve or disapprove the sale, disposition or transfer of real property owned by the municipality; and since the City Clerk shall cause notice of such public hearing to be published in a newspaper of general circulation, and order the posting of the property in conformance with the City Ordinance and State Statute,

• 216 Cloverhill Avenue	Res-Lot	2797-45	Sell
• 221 Jefferson Street	Res-Lot	613-3A	Sell
• 229 Jefferson Street	Res-Lot	613-03	Sell
• 243Sixth Street	Res-Lot	737-35Y	Sell
• 169 Fifth Street	Res-Lot	738-19	Sell
• 221 Beach Street	Res-Lot	1759-10	Sell
• 223 Beach Street	Res-Lot	1759-11	Sell
• 228 Davenport Street	Res-Lot	646-01	Sell
• 11 Booth Street	Res-Lot	822-17	Sell

I have attached a Resolution for your referral.

Thank You.

Sincerely,



Max Perez
Senior Economic Development Associate

CC: Mayor Finch
Andrew Nunn, CAO
David Korris, Director OPED
Atty. R. Liskov, City Attorney

WHEREAS, over time, by foreclosure and other conveyances, a substantial amount of property has come to ownership of the City of Bridgeport, most of which is severely blighted and deteriorated or consists of vacant lots, both buildable and non-buildable, on properties that at one time or another have had accumulations of rubbish and debris, fire damage, building and fire code violations and the continuance of various neighborhood nuisances; and

WHEREAS, the City owns nine such properties as follows:

1.	216 Cloverhill Avenue	Res-Lot 2797-45	Sell
2.	221 Jefferson Street	Res-Lot 613-3A	Sell
3.	229 Jefferson Street	Res-Lot 613-03	Sell
4.	243 Sixth Street	Res-Lot 737-35Y	Sell
5.	169 Fifth Street	Res-Lot 738-19	Sell
6.	221 Beach Street	Res-Lot 1759-10	Sell
7.	223 Beach Street	Res-Lot 1759-11	Sell
8.	228 Davenport Street	Res-Lot 646-01	Sell
9.	11 Booth Street	Res-Lot 822-17	Sell

WHEREAS, The City proposes to transfer the eleven above-listed properties to the Habitat for Humanity of Costal Fairfield County so that Habitat for Humanity may develop these properties as single family or two-family affordable homes; and

WHEREAS, all parcels are being offered for sale in "as is/where is" condition and will remain in their current land use and zoning classification as part of this sale, and will be subject to the City's standard reverser clause to ensure that development of the sites takes place as per plans and within a reasonable time; and

WHEREAS, Habitat for Humanity of Costal Fairfield County is entering its 25th year and, has completed constructed of 146 houses in Bridgeport Property taxes paid by Habitat homeowners exceed \$500,000 per year and

WHEREAS, Habitat for Humanity will fund the development of these sites with privately raised funds and/or, in part, with funds to be provided by the Wheels in the Wood Foundation, and then only for the development of homes affordable to people earning no more than 50% of the area's median income; and

WHEREAS, Selection as a Habitat homeowner is based on ability to repay a zero interest mortgage loan, the need to move out of substandard housing and the willingness to partner by investing 500 hours of sweat equity and

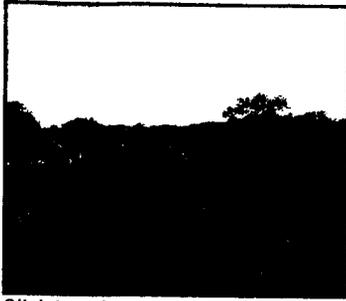
WHEREAS, Habitat brings together large numbers of volunteers, with diverse backgrounds, in a unified effort, to produce a highly beneficial, visible civic result; and

SO, THEREFORE BE IT RESOLVED that the City Council authorizes the transfer of the following seven properties to Habitat for Humanity of Costal Fairfield County for the total price of \$9.00 (Nine dollars and no cents):

- | | | |
|-------------------------|-----------------|------|
| • 216 Cloverhill Avenue | Res-Lot 2797-45 | Sell |
| • 221 Jefferson Street | Res-Lot 613-3A | Sell |
| • 229 Jefferson Street | Res-Lot 613-03 | Sell |
| • 243Sixth Street | Res-Lot 737-35Y | Sell |
| • 169 Fifth Street | Res-Lot 738-19 | Sell |
| • 221 Beach Street | Res-Lot 1759-10 | Sell |
| • 223 Beach Street | Res-Lot 1759-11 | Sell |
| • 228 Davenport Street | Res-Lot 646-01 | Sell |
| • 11 Booth Street | Res-Lot 822-17 | Sell |

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and/or the Director of OPEID to execute any contracts or agreements, or to take any other such necessary actions consistent with and to effectuate the purposes of this resolution:

216 CLOVERHILL AV



Click to enlarge

MBLU : 83/ 2797/ 45/ / /
 Location: 216 CLOVERHILL AV
 Owner Name: BRIDGEPORT CITY OF
 Account Number: R+-0000180



Parcel Value

Item	Assessed Value
Improvements	0
Land	46,330
Total:	46,330



Owner of Record

BRIDGEPORT CITY OF



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	8088/ 209	9/14/2009	
PACIFIC MANAGEMENT LLC	5067/ 181	10/17/2002	
NATIONAL TAX ASSISTANCE CORP	5057/ 280	10/7/2002	



Land Use (click here for a list of codes and descriptions)

Land Use Code	Land Use Description
921	Mun Lnd Res



Land Line Valuation

Size	Zone	Assessed Value
0.24 AC		46,330



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Government Solutions, Inc.**

221 JEFFERSON ST



Click to enlarge

MBLU : 30/ 613/ 3/A / /
 Location: 221 JEFFERSON ST
 Owner Name: BRIDGEPORT CITY OF
 Account Number: RL-0092650



Parcel Value

Item	Assessed Value
Improvements	0
Land	24,550
Total:	24,550



Owner of Record

BRIDGEPORT CITY OF



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	7535/ 10	6/25/2007	
STEWART COMMUNITY DEVELOPMENT	4924/ 275	5/31/2002	
BALDWIN HARRIET	4151/ 334	6/22/1999	
MORTGAGE IRA LLC	4046/ 153	12/24/1998	
REALTY ASSET PROPERTIES LTD	3950/ 232	7/20/1998	



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
921	Mun Lnd Res



Land Line Valuation

Size	Zone	Assessed Value
0.05 AC	RBB	24,550



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

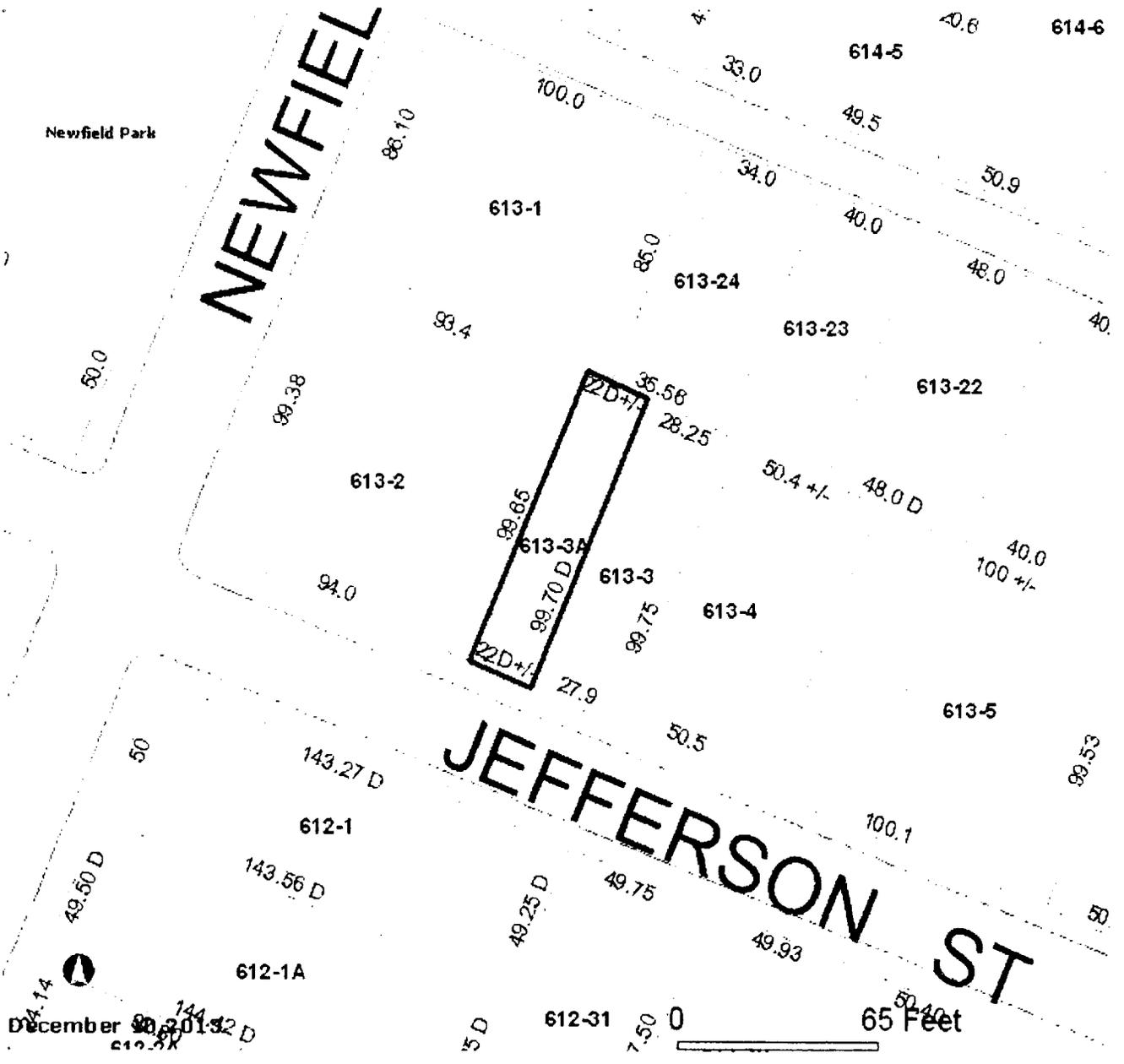
Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.

Newfield Park

NEWFIEL

JEFFERSON ST

December 30, 2013
612.5K



229 JEFFERSON ST



Click to enlarge

MBLU : 30/ 613/ 3/ / /
 Location: 229 JEFFERSON ST
 Owner Name: CITY OF BRIDGEPORT
 Account Number: E--0010211



Parcel Value

Item	Assessed Value
Improvements	0
Land	13,030
Total:	13,030



Owner of Record

CITY OF BRIDGEPORT



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
CITY OF BRIDGEPORT	1701/ 942	9/16/1983	



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
921	Mun Lnd Res



Land Line Valuation

Size	Zone	Assessed Value
0.06 AC	RBB	13,030



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.

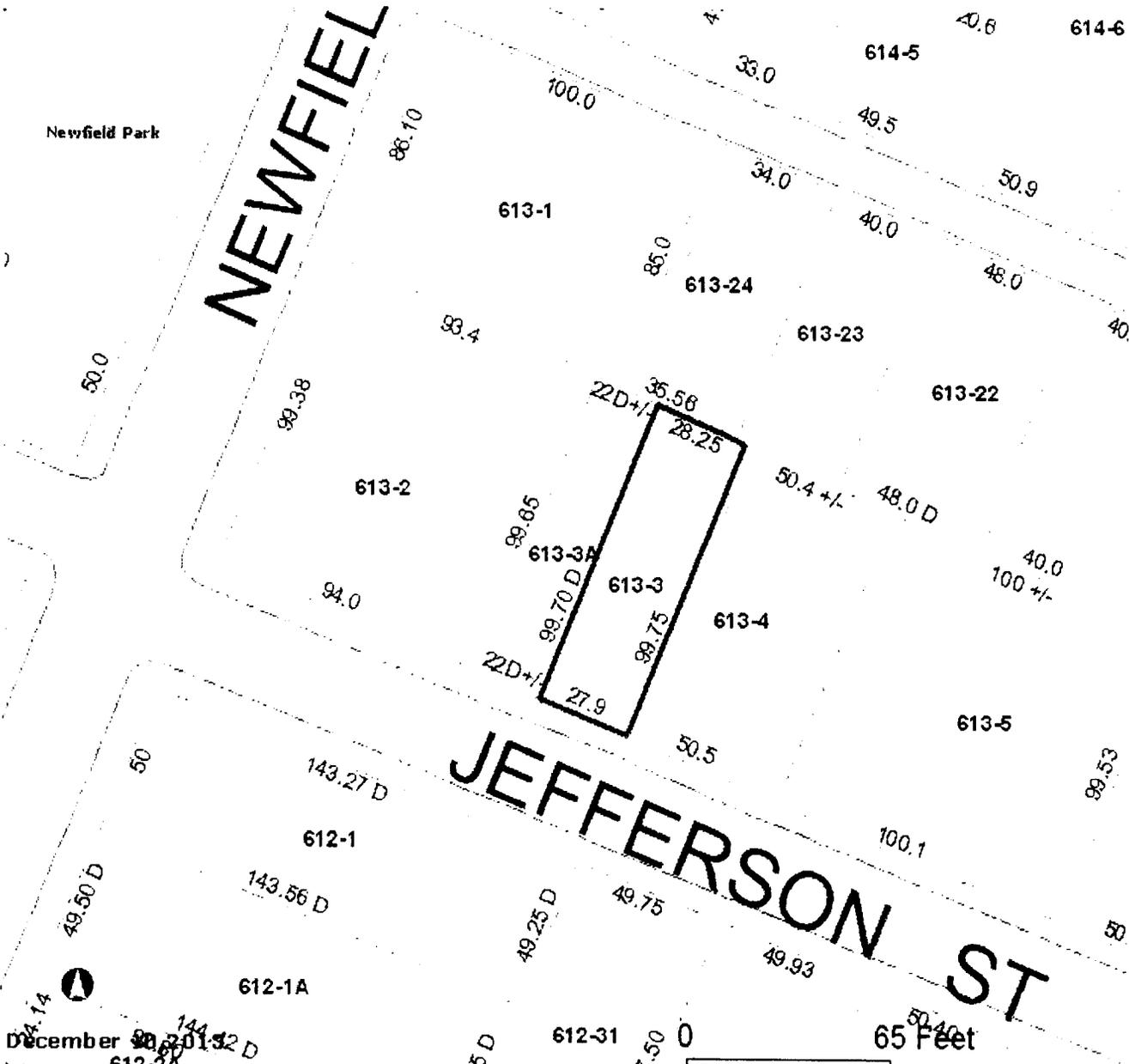
Newfield Park

NEWFIELD

JEFFERSON ST

December 20, 2013

65 Feet



243 SIXTH ST



Click to enlarge

MBLU : 37/ 737/ 36/Y / /
 Location: 243 SIXTH ST
 Owner Name: PARK CITY HOUSING & DEVEL
 Account Number: EB-0003455



Parcel Value

Item	Assessed Value
Improvements	0
Land	2,940
Total:	2,940



Owner of Record

PARK CITY HOUSING & DEVEL



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
PARK CITY HOUSING & DEVEL	0/ 0		



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
921	Mun Lnd Res



Land Line Valuation

Size	Zone	Assessed Value
0.09 AC	RC	2,940



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

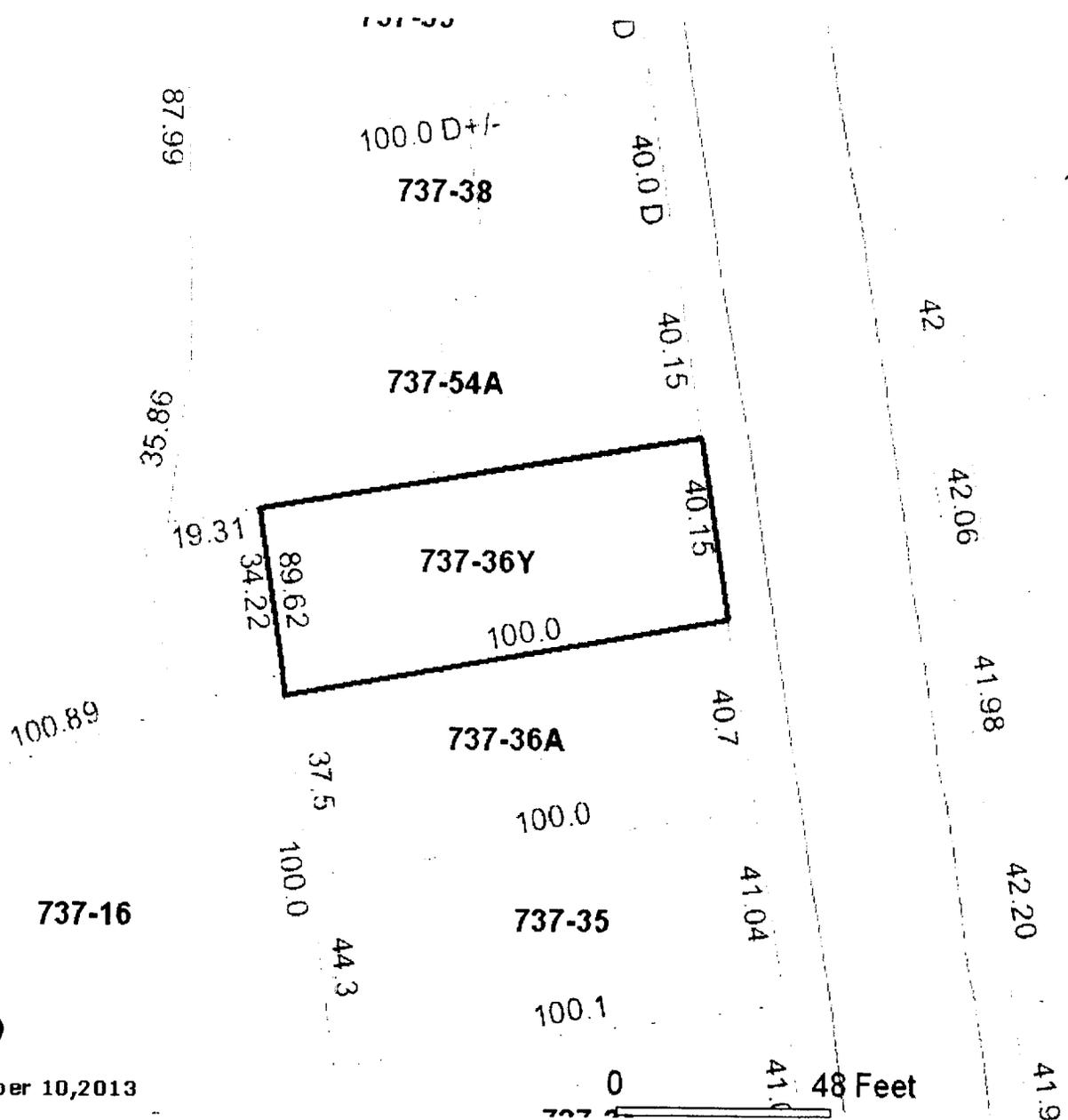
Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Government Solutions, Inc.**



December 10, 2013

169 FIFTH ST #171



Click to enlarge

MBLU : 37/ 738/ 19/ / /
Location: 169 FIFTH ST #171
Owner Name: CAPITAL RESTORATION INC
Account Number: EJ-0012206



Parcel Value

Item	Assessed Value
Improvements	0
Land	22,100
Total:	22,100



Owner of Record

CAPITAL RESTORATION INC



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
CAPITAL RESTORATION INC	7473/ 71	5/2/2007	
JAMES EMMA LEE EST	7023/ 87	6/16/2006	
JAMES EMMA LEE EST	2735/ 113	11/15/1989	



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
100	Vac Res Land



Land Line Valuation

Size	Zone	Assessed Value
0.09 AC	RC	22,100



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.

221 BEACH ST



Click to enlarge

MBLU : 48/ 1759/ 10/ //

Location: 221 BEACH ST

Owner Name: EL TROPICAL CAFE & GRILL LLC

Account Number: EW-0064650



Parcel Value

Item	Assessed Value
Improvements	0
Land	16,560
Total:	16,560



Owner of Record

EL TROPICAL CAFE & GRILL LLC



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
EL TROPICAL CAFE & GRILL LLC	8186/ 330	2/22/2010	
RIO CHIQUITO LLC	7677/ 274	11/9/2007	
CABEZAS WASHINGTON	7226/ 257	11/1/2006	
BRIDGEPORT CITY OF	7023/ 93	6/16/2006	
WILSON MARJORIE A	3284/ 16	7/6/1994	



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
100	Vac Res Land



Land Line Valuation

Size	Zone	Assessed Value
0.07 AC	RC	16,560



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

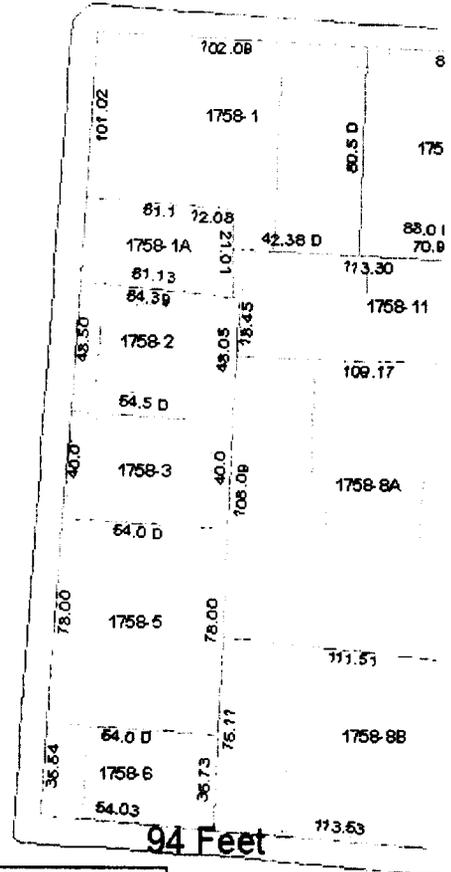
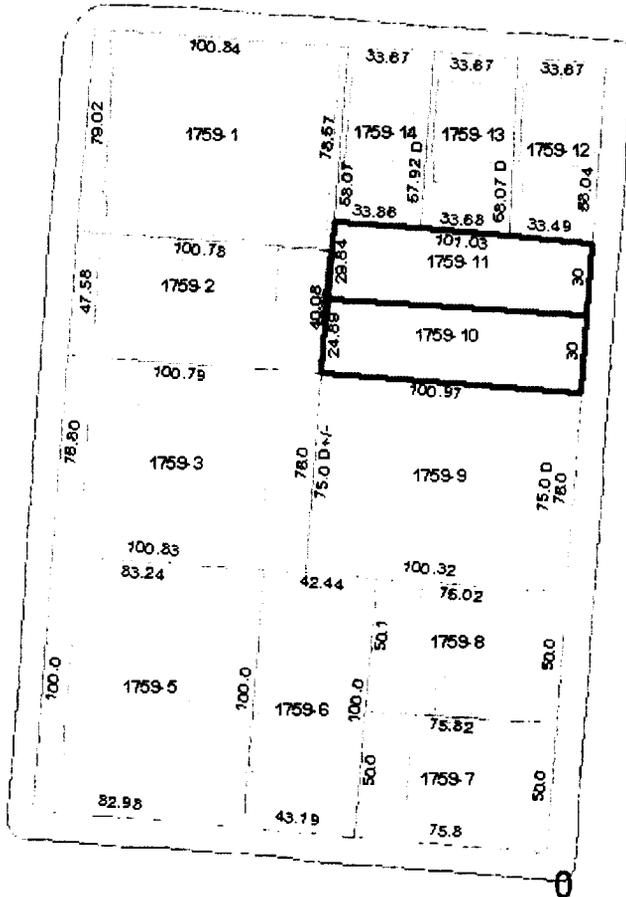
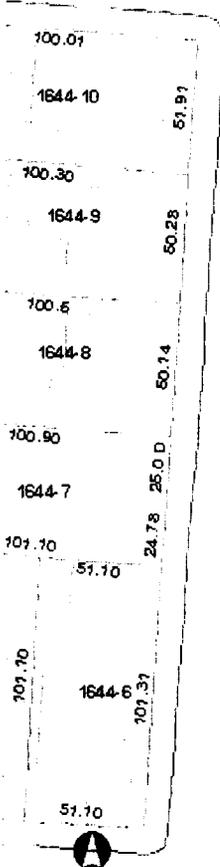
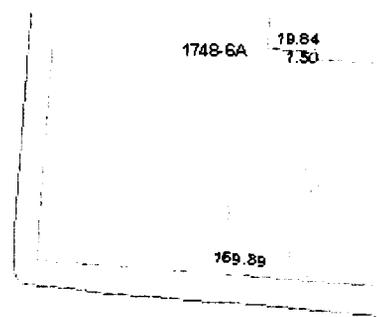
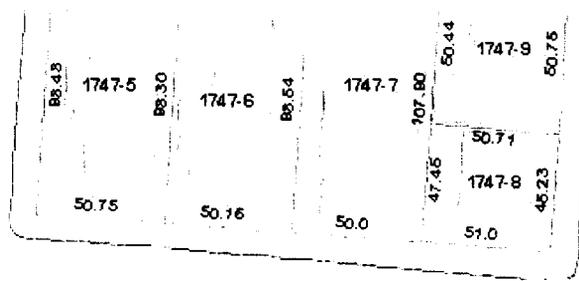
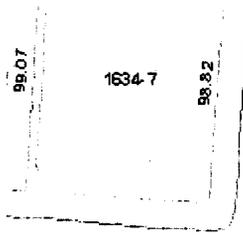
Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.



March 4, 2014

94 Feet

223 BEACH ST



Click to enlarge

MBLU : 48/ 1759/ 11/ / /
 Location: 223 BEACH ST
 Owner Name: EL TROPICAL CAFE & GRILL LLC
 Account Number: EW-0064611



Parcel Value

Item	Assessed Value
Improvements	0
Land	16,560
Total:	16,560



Owner of Record

EL TROPICAL CAFE & GRILL LLC



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
EL TROPICAL CAFE & GRILL LLC	8186/ 330	2/22/2010	
RIO CHIQUITO LLC	7677/ 274	11/9/2007	
CABEZAS WASHINGTON	7226/ 257	11/1/2006	
BRIDGEPORT CITY OF	7023/ 94	6/16/2006	
WILSON MARJORIE A	3284/ 16	7/6/1994	



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
100	Vac Res Land



Land Line Valuation

Size	Zone	Assessed Value
0.07 AC	RC	16,560



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.

228 DAVENPORT ST #230



Click to enlarge

MBLU : 38/ 646/ 1 / / /
Location: 228 DAVENPORT ST #230
Owner Name: CAPITOL RESTORATION LLC
Account Number: EW-0100795



Parcel Value

Item	Assessed Value
Improvements	0
Land	19,000
Total:	19,000



Owner of Record

CAPITOL RESTORATION LLC



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
CAPITOL RESTORATION LLC	7473/ 58	5/2/2007	
BRIDGEPORT CITY OF	7023/ 75	6/16/2006	
WILSON HAROLD A	3126/ 259	5/19/1993	
PICCOLO LINDA	2188/ 126	11/12/1986	

1.



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
100	Vac Res Land



Land Line Valuation

Size	Zone	Assessed Value
0.07 AC	RBB	19,000



Construction Detail

Item	Value
------	-------

STYLE Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

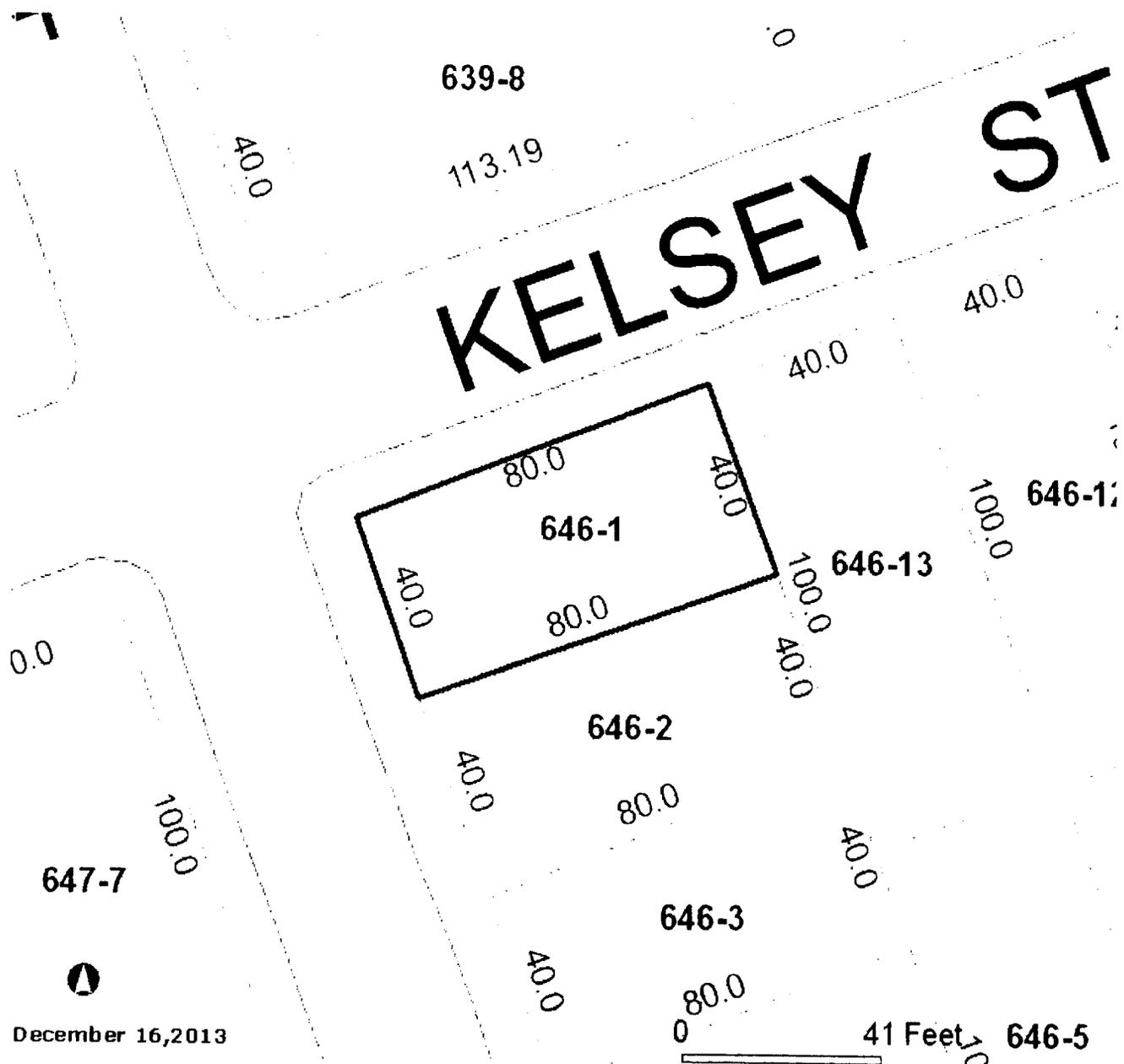
Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

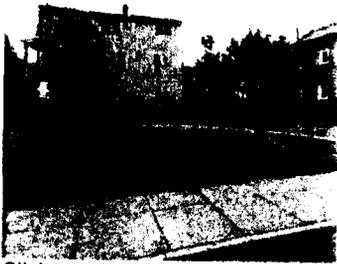
Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.



December 16, 2013

11 BOOTH ST #13



Click to enlarge

MBLU : 36/ 822/ 17/ / /
 Location: 11 BOOTH ST #13
 Owner Name: BRIDGEPORT CITY OF
 Account Number: EC-0000980



Parcel Value

Item	Assessed Value
Improvements	0
Land	41,770
Total:	41,770



Owner of Record

BRIDGEPORT CITY OF
 REDEVELOPMENT



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	0/0		



Land Use [\(click here for a list of codes and descriptions\)](#)

Land Use Code	Land Use Description
920	Mun Lnd Com



Land Line Valuation

Size	Zone	Assessed Value
0.12 AC	MUP	41,770



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



Outbuildings [\(click here for a list of codes and descriptions\)](#)

Code	Description	Units
No Outbuildings		



Extra Features [\(click here for a list of codes and descriptions\)](#)

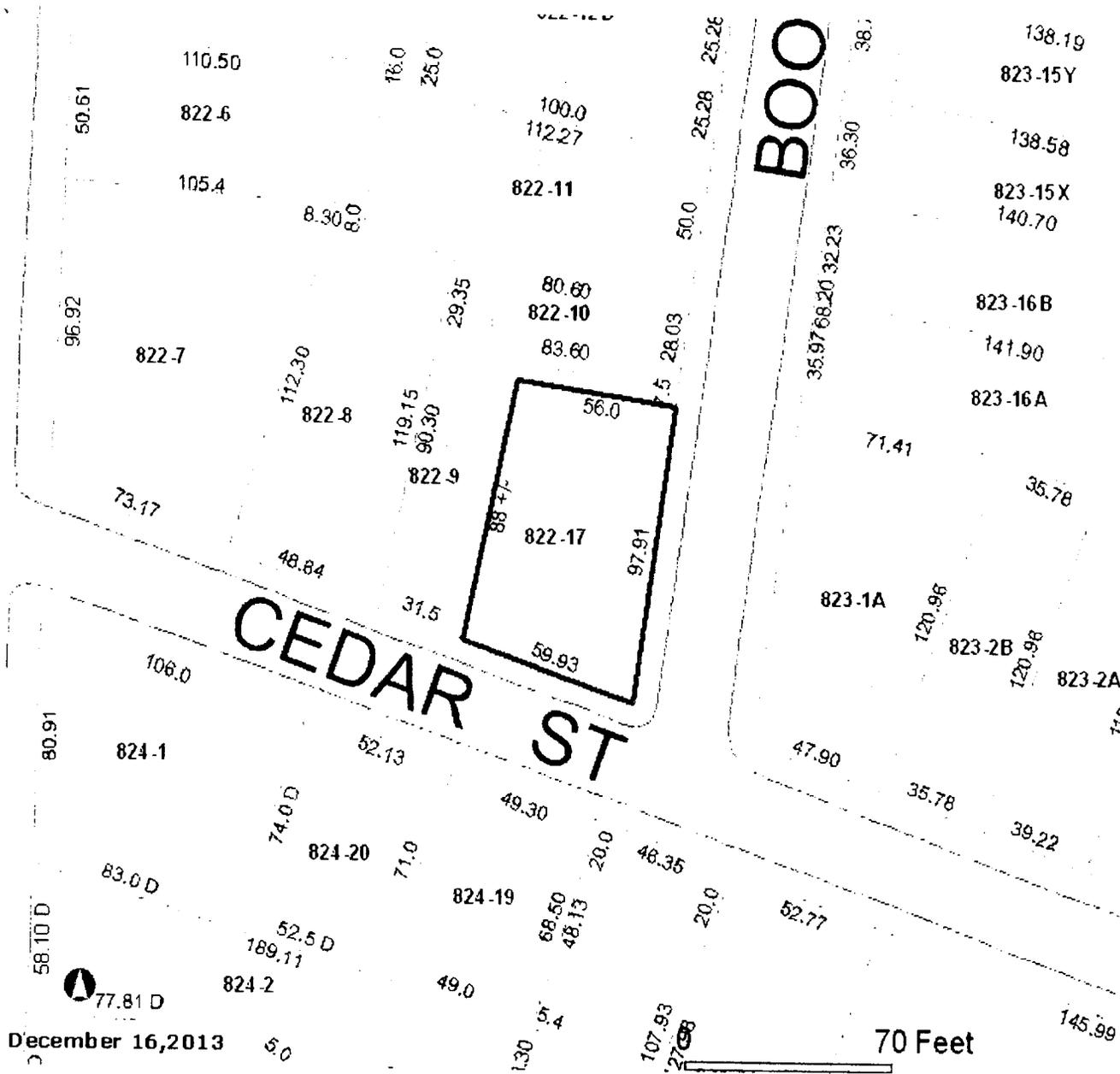
Code	Description	Units
No Extra Building Features		



Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Government Solutions, Inc.





CITY OF BRIDGEPORT, CONNECTICUT
BRIDGEPORT FIRE DEPARTMENT

30 CONGRESS STREET • BRIDGEPORT, CONNECTICUT 06604 • TELEPHONE (203) 337-2050 • Fax (203) 333-4940

COMM. #57-13 Ref'd to Public Safety & Transportation Committee on 03/17/2014.

March 5, 2014

Bridgeport City Council
c/o Office of the City Clerk
City Hall, RM 204
45 Lyon Terrace
Bridgeport, Ct. 06604

Re: Donating Used Fire Boat.

Dear Honorable Councilpersons,

The Fire Department recently obtained a new Fire Boat through a Grant from the Department of Homeland Security. The Fire Department would like to donate it's previous Fire Boat, also obtained through a Homeland Security Grant to the Town of Fairfield, CT. This transfer of ownership to the Town of Fairfield has been approved by the State Department of Homeland Security and will become a regional asset available for mutual aid to Bridgeport. The Fire Department is requesting approval by the City Council to donate this Fire Boat to the Town of Fairfield, CT.

A copy of the Resolution along with the Hold Harmless Agreement are attached.

Robert W. Petrucelli

Robert W. Petrucelli
Deputy Chief, Administration

RECEIVED
CITY CLERK'S OFFICE
2014 MAR - 7 A 11: 10
ATTEST
CITY CLERK

**RESOLUTION TO COMMIT A FIRE BOAT TO THE TOWN OF FAIRFIELD,
CONNECTICUT**

WHEREAS, the Town of Fairfield is a coastal community within the Bridgeport Harbor Group II Risk Area that provides support, when necessary to the City of Bridgeport and Region 1.

WHEREAS, the Town of Fairfield plays an integral role in mutual aid support to the City of Bridgeport especially for marine risks, marine firefighting, domain awareness and risk prevention, response and recovery

WHEREAS, the City of Bridgeport follows the State of Connecticut Intra-State Mutual Aid Compact along with the US Coast Guard Long Island Sound Sector Area Maritime Security standards and regulations

WHEREAS, the City of Bridgeport has received a new Fire Boat with enhanced capabilities through a 2009 Port Security Grant that has made the previous Fire Boat obtained through a 2004-2005 Homeland Security Grant obsolete and financially unsustainable.

WHEREAS, the Bridgeport Fire Department possesses a 28' Metal Craft Firebrand Fire Boat, Hull # QMJ70441F707 and a 2008 EZ Loader Boat Trailer which is serving no purpose for the City of Bridgeport.

WHEREAS, the Town of Fairfield has no Marine Firefighting capabilities at this time and by providing the Metal Craft Firebrand Fire Boat will assist with Marine Firefighting and Recovery capabilities within the Bridgeport Harbor Group II Port risk area along with Long Island Sound.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Bridgeport City Council that the City of Bridgeport may donate the 28' Metal Craft Firebrand Fire Boat and EZ Loader Trailer to the Town of Fairfield and that the Mayor or the Fire Chief may execute and accept such documents necessary to execute the donation and accept the Hold Harmless Agreement attached hereto and made a part hereof as Exhibit A.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("AGREEMENT")

I/we, individually and on behalf of the the Town of Fairfield, duly authorized (individually or collectively "Indemnitor") do hereby expressly, knowingly, and voluntarily agree to defend, indemnify and hold harmless the City of Bridgeport, its elected officials, officers, department heads, employees, agents and servants (individually or collectively "Indemnitee") from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, alleging but not limited to bodily injury, personal injury, property damage caused, or alleged to be caused, by the Indemnitee, including but not limited to damage to person or property, and costs of every kind and description arising from or out of the Indemnitee providing the Indemnitor with one fire boat HULL number QMJ70441F707(hereafter the "Fire Boat"). The Indemnitor accepts the Fire Boat and its usage at its sole risk. This Agreement is intended to, and expressly does, cover any and all actions or omissions of the Indemnitee in the provision, delivery, installation and usage of the Fire Boat.

By signing below, Indemnitor acknowledges that it agrees to accept the Fire Boat "AS IS, WHERE IS", and that Indemnitee makes no representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, value, design, operation, suitability, merchantability or fitness for a particular use of the Fire Boat in any respect whatsoever or as to the absence of latent or other defects, whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, risks incident thereto are to be borne by the Indemnitor and, in no event shall Indemnitee be obligated or liable for actual, incidental, special, consequential or other damages of or to the Indemnitor or any other person or entity arising out of or in connection with the use, delivery, or performance of the Fire Boat, the maintenance thereof or of any parts or services provided incidental thereto.

TOWN OF FAIRFIELD

X _____
Indemnitor
By:
Its: Duly authorized

x _____
Witness:

x _____
Witness:

Dated: _____



CITY OF BRIDGEPORT
SIKORSKY
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

March 6, 2014

COMM. #58-13 Referred to Contracts Committee on 3/17/2014

Fleeta Hudson, City Clerk
Office of the City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

RE: Request for Approval of a Hangar Lease with the Connecticut Aerospace Hall of Fame and Museum, Inc. for the location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport

Dear Ms Hudson:

The Connecticut Aerospace Hall of Fame and Museum, Inc. d/b/a/ the Connecticut Air & Space Center ("CASC"), a §501(c)(3) charitable corporation having its principal place of business located at 201 Sniffens Lane, Stratford, Connecticut, has requested, and the Airport Commission has approved on January 7, 2014, subject to City Council approval, a long-term lease with CASC for the location of the Connecticut Air & Space Center at the former "Curtiss Hangar" and certain surrounding property at the Airport shown on the attached site plan and airport map that are part of the Hangar Lease. The Curtiss Hangar will be remodeled into aircraft maintenance/repair areas, offices and display for the Connecticut Air & Space Center.

This particular use is consistent with the development and use of the Airport property and in conformance with the Airport Master Plan.

The Airport Commission respectfully requests City Council approval of this Hangar Lease. Airport staff will be available to address any questions that may arise regarding this request.

Thank you for your assistance.

Sincerely,

Pauline A. Mize

Enc: Site Plan and Airport Map

cc: Mayor Bill Finch
A. Nunn, CAO
A. Kabel, Assistant CAO
David Kooris, Director of OPED
Ronald J. Pacacha, City Attorney

RECEIVED
CITY CLERK'S OFFICE
2014 MAR 11 A 11: 59
ATTEST
CITY CLERK

**CITY OF BRIDGEPORT
SIKORSKY MEMORIAL AIRPORT
HANGAR LEASE**

THIS AGREEMENT (hereinafter termed "Agreement" and/or "Lease") made and effective this ____ day of _____, 2014, by and between the **City of Bridgeport** ("City" or "Landlord"), in its legal status as owner of the **Igor I. Sikorsky Memorial Airport** ("Airport") at the direction of and under the administrative authority of the City's Airport Commission, and having its principal place of business located at 1000 Great Meadow Road, Stratford, Connecticut, and the **Connecticut Aerospace Hall of Fame and Museum, Inc. d/b/a/ the Connecticut Air & Space Center**, a §501(c)(3) charitable corporation having its principal place of business located at 201 Sniffens Lane, Stratford, Connecticut (hereinafter termed "Tenant")

WITNESSETH

1. Demised Premises.

(a) Exclusive Possession:

The Landlord, for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, the receipt and sufficiency of which is hereby acknowledged, has leased, and does hereby lease, unto said Tenant, the hangar located at the Airport generally identified as "the Curtiss Hangar" together with any and all structural additions, e.g. aircraft maintenance/repair shop, offices, etc., which have been made to the Curtiss Hangar as of the date hereof and/or are made hereafter (hereinafter the "Hangar"), and the land upon which the Hangar is located and that surrounding the Hangar and the additional structures which are currently attached to the Hangar (excluding the former Terminal Building (hereinafter termed "the Terminal") which Terminal is planned to be demolished and removed by the Landlord), as generally described in Exhibit A attached hereto and made a part hereof, which depicts the leased premises as highlighted in blue and in yellow (hereinafter the "Demised Premises") for the term of ninety-eight (98) years (or until such term shall sooner cease and expire as hereinafter provided) commencing on the ____ day of _____, 2014, and ending on the ____ day of _____, 2112, both dates inclusive (hereinafter "the Term"), the said Tenant yielding and paying as rent for said Term the sum of One United States Dollar (US\$1.00) annually, payable upon the first business day of the month following each anniversary of the effective date of this Lease (hereinafter referred to as the "Basic Rental") during the said Term at the office of the Landlord specified in Article 20 hereof or at such other place as the Landlord may hereafter designate in writing to the Tenant. That portion of the Demised Premises highlighted in blue on the attached Exhibit A represents the area of Tenant's exclusive possession hereunder during the Term, and that portion of the Demised Premises highlighted in yellow on the attached Exhibit A represents the area of Tenant's shared possession with the Landlord during the Term as further qualified in Paragraph 1(b) below.

(b) Shared Possession:

That portion of the Demised Premises highlighted in yellow on the attached Exhibit A shall be a shared possession between Tenant and Landlord as further described

herein, where Tenant is hereunder given exclusive rights to that shared possession portion of the Demised Premises for shows and special events, upon giving Landlord ninety (90) days prior written notification of a show or special event, which notice and delivery shall be given in accordance with Section 20 hereof. Landlord shall, by the expiration of such ninety (90) days, clear the shared portion of the Demised Premises for Tenant's exclusive use for the term of the show or special event. When not in use by Tenant for a show or special event, Landlord retains the right to utilize the shared possession portion of the Demised Premises for any rightful and legally permissible purpose under the Part 139 Certification Manual and the City's Code of Ordinances as defined below. It is understood and agreed that the Landlord's purpose for use within that designated shared portion of the Demise Premises is to rent such space to private and corporate aircraft solely for the purpose of parking ("tie down"), all revenue derived therefrom accruing solely to the Landlord, it being understood and agreed that Landlord may make such alterations and improvements to that designated shared portion of the Demised Premises as are reasonable and/or advisable in furtherance of Landlord's "tie down" use, e.g. installation of rebar tie-down rings, area lighting, and security/safety measures, etc. It is further understood and agreed that Landlord's permitted use of the shared portion of the Demised Premises is expressly conditioned upon Landlord's agreement that Tenant, its Directors, Officers, employees, volunteers, invitees and licensees shall have no responsibility and/or liability whatsoever arising in any manner in connection with Landlord's exercise of this right and that Landlord shall defend and indemnify Tenant from and against any and all claims regardless of the nature and regardless of the forum in which brought and fully compensate Tenant for the cost of repair and/or replacement of any of Tenant's owned, possessed and/or leased property damaged and/or destroyed arising in any manner in connection with Landlord's use of the shared portion of the Demised Premises. It is further agreed that Landlord's exercise of this retained right shall not in any way reduce and/or eliminate any common area parking and access rights prescribed in this Lease.

2. The Tenant, for and in consideration of the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, does hereby take and hold said Demised Premises at the rent hereinabove specifically reserved and payable as aforesaid, and upon and subject to the terms and conditions herein contained for, subject to the completion of the Hangar restoration specified hereinbelow, the sole and exclusive purpose of operating the Hangar and Demised Premises by Tenant as an aerospace museum open to the general public in which Tenant shall exhibit aviation artifacts including historic aircraft and parts thereof, historic documents and educational displays, provide guided tours and educational presentations as well as aviation-related events within the Hangar and the Demised Premises, together with the exclusive right to prepare and provide food and refreshments and merchandise in accordance with all applicable laws within the Hangar and such additional structures as described below, it being understood and agreed that all activities in accordance with this Lease, be it by Tenant, its Directors, Officers, employees, volunteers, invitees, and licensees be in full compliance with the Airport Management Plan (hereinafter termed "Part 139 Certification Manual") and the City's Code of Ordinances 1995 (the applicable chapter being Chapter 14), the current copy of both of which is attached hereto and made a part hereof as Exhibit E, as may be amended from time to time, including but not limited to: access times, FOD prevention measures (as described in a

“handout” directive to be provided in writing to Tenant by Airport prior to the signing of the Lease (at which time it shall be identified as Exhibit E “FOD PREVENTION MEASURES” and attached hereto and made a part hereof, and supplied to all Tenant contractors performing services on-site prior to arrival on-site), fire and casualty precautions, ramp security including but not limited to erection of permanent and temporary fences and other boundary markers blocking access to Airport taxiways and runways, event waste management, wildlife controls and routes across Airport property, and all other applicable laws.

Landlord shall provide timely, but not later than the date of initial submission to Landlord’s City Council, detailed written notice to Tenant at the address specified in Article 20 hereof of any proposed changes to the Part 139 Certification Manual and/or the then-in-effect City’s Code of Ordinances, Chapter 14, identifying the changed sections thereof, Tenant being responsible to determine the applicability of any such changed sections to its operations as described hereinabove. Landlord represents, to the best of its knowledge and belief, that the current Part 139 Certification Manual and City Code of Ordinances does not limit or preclude, in whole or in part, Tenant’s activities as contemplated hereunder. Should any such change to Part 139 Certification Manual and/or City’s Code of Ordinances, initiated by Landlord, in the reasonable opinion of Tenant, substantially limit Tenant’s ability to operate as contemplated hereunder, Tenant shall provide written notice to Landlord at the address specified in Article 20 hereof, specifying the adverse impact, following which Landlord and Tenant shall meet, within two (2) weeks following the date of Landlord’s receipt of Tenant’s notice, to attempt to reach agreement as to how to eliminate the adverse impact, failing which mutual agreement, the Landlord shall relocate Tenant, including the contents in and/or on the Demised Premises to a mutually-agreeable location at the Landlord’s sole cost and expense. Any such activities not otherwise addressed within Part 139 Certification Manual are to be reasonably mutually-agreed in writing in advance of commencement of specific activity, e.g. delivery of materials, museum events involving ramp space, etc. between Landlord and Tenant.

In consideration of Tenant’s operation of such museum, including Tenant’s placement in the Hangar of portions of its current and future aircraft and aviation memorabilia collection, effective upon the signing of this Lease, and in consideration of Tenant’s Hangar restoration as described hereinbelow, Landlord hereby grants to Tenant, for the term of the Lease and any extensions thereof, sole and exclusive possession, care and custody (except as otherwise noted herein) of the FG-1D Corsair, identified by its bureau number BU 92460, airplane (hereinafter termed “Corsair”) owned by Landlord (currently being restored by Tenant) for, except as otherwise set forth herein, permanent, uninterrupted display in the Hangar and within the boundaries of the Demised Premises during the term of the Lease and any extensions thereof. Such custody shall not constitute a transfer of title to the Corsair (which shall remain with the City) but shall, instead, constitute a loan of the aircraft for the duration of this Lease. It is understood and agreed, however, that, subject to the prior written mutual agreement of Landlord and Tenant in each case, the Corsair may be made available by Tenant to Landlord for temporary display elsewhere than the Hangar, all costs and expense associated therewith, including but not limited to disassembly, protective packaging, loading/unloading, transport from and to the Hangar, packaging removal, and reassembly being exclusively for the account of Landlord. It is also understood and agreed that, once the restored Corsair is relocated from Tenant’s Sniffens Lane restoration facility to the Hangar, Tenant may not, under any circumstances except in what Tenant, in its sole and exclusive discretion, determines to be an emergency and to protect the

Corsair, remove the Corsair from the Demised Premises (but never off Airport property) without the prior written consent of the Landlord which it may withhold in its sole discretion.

3. At any time during the term of the Lease, in the event that the Landlord has any concern as to the condition and/or location of the Corsair, written notice from Landlord specifying (a) the details of such concern and (b) the particulars of the reply contact information of the Landlord's employee submitting such written request to which Tenant's response is to be directed shall be delivered to Tenant in accordance with the provisions of Article 20 hereof and Tenant shall initiate within five (5) business days following Tenant's receipt of Landlord's written notice (and pursue with due diligence thereafter) completion and delivery of written response to Landlord in accordance with the provisions of Article 20 hereof and/or the contact information supplied as specified hereinabove.

In the event that the Landlord, in its sole discretion, determines the nature of its inquiry as to the condition and/or location of the Corsair to be an emergency, Landlord's inquiry, specifying (a) that the nature of the inquiry is categorized by Landlord to be an "emergency", (b) the details of such concern and (c) the particulars of the reply contact information of the Landlord's employee submitting such "emergency" request to which Tenant's response is to be directed shall be delivered, respectively, to Tenant's then current President, Vice President and Treasurer, at their respective e-mail addresses specified in Article 20 hereof and confirmed by telephone call to each of them made by Landlord's employee to their respective telephone numbers specified in Article 20 hereof. Tenant shall acknowledge receipt of Landlord's "emergency" inquiry upon receipt of said e-mail and telephone call and, commencing with such acknowledgement, immediately pursue with due diligence preparation and delivery of Tenant's response to the reply contact information provided by Landlord.

Tenant shall be obligated to provide to Landlord, in accordance with the provisions of Article 20 hereof, updated President, Vice President and Treasurer contact information as individuals occupying those positions change.

4. The Tenant shall be financially responsible for, at its sole expense (except as specified hereinafter) risk of loss to the property of and/or injury/death of Tenant's employees, contractors, volunteers and other individuals entering upon the Demised Premises to perform services on behalf of Tenant, regarding which each of whom that are under contract with Tenant for (a) the delivery of restoration-related materials to the Demised Premises and/or (b) performance of services on the Demised Premises in connection with the restoration activities described herein and/or any structure maintenance, restoration and/or preservation activities conducted after completion of the initial restoration as described herein, shall carry insurance against such loss, injury/death by the individual contractor's Commercial General Liability insurance coverage in an amount of not less than One Million Dollars (US\$1,000,000.00), a copy of a Certificate of Insurance evidencing such coverage and naming Landlord as an additional insured being provided by Tenant to Landlord upon commencement of this Lease (or, prior to delivery of materials and/or upon commencement of the performance of services by the respective contractor(s) in or upon the Demised Premises by the individual contractor, as applicable) and annually thereafter, as applicable to such continuing deliveries and/or performance of such services during and after the initial restorations as described herein.

5. Such Certificate shall designate the City in the following form and manner:

“The City of Bridgeport, its elected officials, officers, department heads, employees, successors and assigns, as their interest may appear.
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604”

The Tenant shall, at its sole expense present to the Landlord, and maintain in effect for the Term of this Lease, without interruption, the coverage identified below with insurers licensed to conduct business in the State of Connecticut and having a Best’s A + 15 financial rating:

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or property damage and claimed to have been caused by Tenant’s negligent act or omission in the amount of US\$1,000,000.00 per occurrence and in the aggregate.

General Requirements:

(a) All policies shall include, in substance, the following provision if allowed by law:

Cancellation notice – The Landlord shall be entitled to receive from the insurance carriers not less than 30 days’ written notice of cancellation, non-renewal or reduction in coverage to be given to the Landlord at: Airport Manager, Sikorsky Memorial Airport, administrative Office Building, 1000 Great Meadow Road, Stratford, CT 06615.

(b) To the extent covered by Tenant’s insurance coverage and proceeds specified hereinabove, Tenant agrees to defend, indemnify and hold harmless the Landlord, its elected officials, officers, department heads, employees and agents from and against any and all third party claims, liabilities, obligations, and causes of action for damages to the extent proximately caused by the negligence, gross negligence and/or willful misconduct of Tenant, and costs of every kind and description, except incidental and consequential damages, alleging bodily injury and/or property damage, except that the Tenant shall not be responsible or obligated for claims arising out of the sole proximate cause of the Landlord, its elected officials, officers, department heads, employees or agents.

Upon receipt of any such claim as described in the preceding paragraph, Landlord shall timely (a) notify Tenant of such claim and (b) provide to Tenant in accordance with the provisions of Article 20 hereof all of the particulars of said claim, including but not limited to any and all related and/or Tenant-requested documentations, including Service of Process documents, possessed by Landlord and provide Tenant with Tenant-requested access to Landlord elected officials, officers, department heads, employees and agents. At its sole and exclusive expense, Landlord may be represented in any proceedings arising out of such claim by legal counsel of its own choosing; provided, however, that Tenant shall have sole and exclusive claim management and resolution control.

6. The restoration obligations of the Tenant hereunder and in consideration of this Lease are to restore and rehabilitate the Hangar at its own cost and expense and in accordance with the Plans and Specifications approved by the Airport Commission (“Restoration Obligations”) which are

attached hereto and made a part hereof as Exhibit C. Tenant's Restoration Obligations shall be initiated immediately as of the effective date of this Lease and pursued to completion within thirty-six (36) months after the date of issuance to and receipt by Tenant of the last-to-be-issued building permit and/or other statutory, regulatory and/or administrative consent, approval and/or authorization legally and/or administratively permitting Tenant to commence the Restoration Obligations described herein, subject only to Force Majeure event which shall extend such period to the extent of the event plus a reasonable time to remediate the effects of such event and to resume restoration activity. The Tenant shall promptly and diligently apply for and pursue all necessary permits. The Restoration Obligations shall include, but not necessarily be limited to, repairing the Hangar's structural integrity, roof, and installing HVAC, fire suppression and building security, so as to permit the Hangar to be operated by Tenant as an aerospace museum open to the general public. For purposes of this Lease, the term "completion" as described hereinabove shall apply exclusively to the Hangar structure itself, exclusive of any and all structural additions, e.g. aircraft maintenance/repair shop, offices, etc. regarding which Tenant possession shall commence at such later date as those portions of the Demised Premises are vacated and Tenant receives written notice from Landlord stating their availability to Tenant for restoration and occupancy. Tenant's Restoration Obligations Gantt Chart is attached hereto and made a part hereof as Exhibit D ("Project Gantt Chart") for general informational purposes only, Tenant reserving the right to amend restoration work tasks and schedules at its sole and exclusive discretion' provided, however, that the thirty-six (36) month completion schedule described hereinabove is maintained as described herein. Following the commencement of the Restoration Obligations as described hereinabove and for the duration of the restoration activity, on a weekly basis, in advance, Tenant shall provide to the Airport Manager and/or his/her designee, the projected schedule of deliveries of materials/services to the Demised Premises. For purposes of the maintenance of the Hangar during the term hereof, Tenant shall establish and maintain a dedicated building integrity (including roof) fund into which a portion of its revenues collection from museum activities, donations and other contributions shall be deposited. Landlord shall be furnished with a yearly financial report, before the end of January, accurately documenting the amount of the building integrity fund, certified correct by Tenant's Board of Directors. Tenant shall at all times reasonably maintain the Hangar and Demised Premises in good condition and free from overgrowth and blight.

7. In consideration of the Tenant's Restoration Obligations and maintenance of the Hangar as described herein, during the initial restoration and at such future times as Tenant determines may be necessary for the preservation and maintenance of the Hangar, Landlord shall timely, at its expense, provide to Tenant, upon its reasonably-timed written requests to the Airport Manager or his/her designee, such occupancy certificates, permits, zoning and other governmental administrative consents to the performance of all aspects of the restoration of the Hangar and operation of the Hangar as an aerospace museum as described herein and other in-kind, i.e. non-financial, assistance as may be reasonably requested by Tenant such as, but not limited to, timely provision of dumpsters and other requested materials containers and disposal of their contents and such other restoration and/or maintenance waste materials as may be generated by Tenant's Restoration Obligations (it being understood and agreed that Landlord's obligation regarding provision of dumpsters/containers and disposal is expressly limited to currently in-place equipment, materials and debris being removed from the Hangar during the Restoration Obligations described herein and shall not be applicable to materials, waste and/or debris

generated by any contractor or subcontractor engaged by Tenant to deliver to and/or install new materials and/or equipment in the Demised Premises and/or subsequent operations of the Demised Premises, the disposal of which shall be exclusively the responsibility of Tenant and/or its restoration/maintenance and operations, and reasonable access to the Airport property as required for the performance of the aforesaid restoration, maintenance and operation activities.

8. Tenant agrees that it will keep the restored Demised Premises and the Corsair in good order and condition and will, at the expiration or other termination of the term hereof, surrender and deliver up the same in like good order and condition as the restoration and maintenance activity described hereinabove shall produce, ordinary wear and tear and damage by the elements, fire (unless caused by Tenant's negligent, willful and/or gross misconduct action and/or failure to act) and other reasonably unavoidable casualty excepted. Tenant will also permit the existing tenants in the repair shop area and office area attached to the original Hangar structure to remain until April 1, 2014 at the latest, it being understood and agreed that in the event that either or both such tenants relinquish possession of their respective areas prior to that date, Tenant's possession and use rights under this Lease shall immediately thereupon extend to such relinquished area. Notwithstanding the above continued possession rights, Tenant shall have reasonable entry rights to the two areas and to their respective roofs in connection with performance of the Hangar restoration activity, such entry rights to be scheduled and organized to provide minimum practical disruption, if any, to the area tenants' activities.

9. Tenant will not sublet the Demised Premises or any part thereof or transfer possession or occupancy thereof or the Corsair to any person, firm or corporation or transfer or assign this Lease without the prior written consent of the Landlord, which consent will not be unreasonably withheld following identification of the sublessee or transferee to the Landlord as regards the Demised Premises. As regards the Corsair, the Landlord may withhold its consent in its sole discretion.

Tenant's activities within the Demised Premises shall be as described hereinabove and shall not be substantially changed from that described hereinabove without Landlord's prior written consent, which shall not be unreasonably refused. Landlord hereby (a) represents to Tenant that, as of the effective date of this Lease and during term hereof, no other person or entity has been granted nor will be granted any right, license and/or other form of permission or consent by the Landlord and/or the City which conflicts with the rights granted to Tenant hereunder, and (b) hereby acknowledges that Tenant, in connection with its fundraising representations to potential and actual contributors, restoration of the Hangar, and continuing operations as described herein is relying upon Landlord's representations. Tenant will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Demised Premises or any part thereof except as specified hereinabove, without the prior written consent of the Landlord. It is expressly understood that all alterations, installations, changes, replacements, additions to or improvements upon the Demised Premises (whether with or without the Landlord's consent), shall, at the election of the Landlord, remain upon the Demised Premises and be surrendered with the Demised Premises at the expiration of this Lease without disturbance, molestation or injury.

10. Tenant further agrees that no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Demised Premises or building(s) without the prior written approval of the Landlord which shall not be unreasonably refused. Notwithstanding the above, Tenant shall be entitled to fix upon the front and rear of the Hangar a removable sign (which may be a single or multiple-piece attachment) identifying the Hangar with Tenant's name and logotype. Upon the expiration of the Lease or its earlier termination as specified hereinabove, Tenant shall, at its sole and exclusive expense, remove said signs and repair any damage to the Hangar caused by sign attachment point brackets and/or other hardware. Sign design, dimensions, reflectivity and/or other attribute possibly having adverse effect upon safe aircraft operation, and placement to be approved by Landlord prior to installation. Such approval shall not be unreasonably withheld.

11. Tenant further agrees that it will allow the Landlord, its agents or employees to enter the Demised Premises at reasonable times to examine, inspect or to protect the same or to prevent damage or injury to the same or to the Corsair, or to make such repairs as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this Lease.

12. Tenant will not use or permit the Demised Premises or any part thereof to be used for any disorderly, unlawful or extra-hazardous purpose, nor for any other purpose than hereinbefore specified, without the prior written consent of the Landlord.

13. All injury to the Demised Premises caused by Tenant and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by Tenant, at the expense of Tenant. In the event that Tenant shall fail to take reasonable steps to do so within thirty (30) days after the existence of such injury and/or breakage has come to the notice of Tenant, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any reasonable charge or cost so incurred by the Landlord shall be paid by Tenant, subject to Landlord's presentation to Tenant of detailed incurred expense documentation. Tenant shall not be deemed to have defaulted in its obligations hereunder during any period in which an insurer or governmental entity is conducting an investigation or study with respect to such injury and/or breakage or where such injury or breakage cannot reasonably be repaired due to the expense or nature of such repair. In such event the parties agree to cooperate with each other to arrive at a mutually agreeable resolution to such injury and/or breakage.

14. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted on the Demised Premises. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Demised Premises which are caused by the conduct and operation of said business or by virtue of equipment or property contractors, employees, or invitees of the Tenant in said Demised Premises. Landlord shall not be liable for (1) any damage to property placed in the custody of its employees, nor the loss of any property by theft by parties other than the Landlord or its employees; (2) damage or injury to persons or property unless due to Landlord's negligence; (3) interference with light and air.

15. The Landlord shall furnish reasonably adequate electric current, water, heat and air conditioning service (but not the equipment and appliances making use of such utilities) during the appropriate season of the year in response to Tenant's requirements which shall be provided to Landlord during but not later than completion of the restoration as described hereinabove, provided, however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing any of such services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatsoever beyond the reasonable control of the Landlord ("Force Majeure"). Tenant, in the course of its operation during the term of this Lease shall make all reasonable efforts to conserve the use of all utilities provided by Landlord.

16. If Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition of bankruptcy or for receivership be instituted against the Tenant and the same be not dismissed within thirty (30) days of the filing thereof, or if the Tenant be adjudged bankrupt, then and in any of said events this Lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this Lease.

17. It is agreed that if the Tenant shall fail to pay the rent as aforesaid at the time the same shall become due and payable or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed and Tenant shall not have initiated and thereafter pursued with due diligence termination of any said violation and/or elimination of any such negligent failure to perform as is specified in written notice furnished to Tenant by Landlord within thirty (30) business days of Tenant's receipt of such written notice or if the Demised Premises shall become vacant or deserted for a period of longer than thirty (30) successive days following the issuance of a certificate of occupancy, then, at the option of the Landlord, the Tenant's right of possession shall thereupon cease and the Landlord may forthwith proceed to recover possession of the Demised Premises by process of law, including but not limited to recovery of possession of the Corsair. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by the Landlord. For purposes of this section, Tenant shall not be deemed to have violated or failed to perform any provision of this Lease during any tie in which such alleged violation or failure is disputed in good faith by Tenant or where the cure of such violation or failure is impossible or impractical for reasons outside Tenant's direct control.

18. In case of damage by fire or other casualty to the Corsair, Demised Premises or any part thereof not caused by Tenant or Tenant's Directors, Officers, employees, volunteers, invitees or licencees, the Landlord shall have sixty (60) days within which to repair and restore the same; provided, however, that Landlord shall not be in breach of its obligation hereunder in the event that its performance is rendered impracticable due to Force Majeure circumstances, its performance to commence and/or resume upon the cessation of the Force Majeure circumstance.

19. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to their respective heirs, executors, administrators, successors, and assigns.

20. Except regarding emergency contact as prescribed by Section 3 hereinabove, all notices and/or communications required or desired to be given hereunder by either party to the other shall be given by certified mail or registered mail or, exclusively in the event of emergency as specified in Section 3, by e-mail, confirmed by telephone call. Notices to the respective parties shall be addressed as follows:

If to the Landlord:

Sikorsky Memorial Airport
Administrative Office Building
1000 Great Meadow Road
Stratford, Connecticut 06615
Attention: Airport Manager

With copy to:

Office of the City Attorney
999 Broad Street
Bridgeport, Connecticut 06604

If to the Tenant:

Connecticut Aerospace Hall of Fame and Museum, Inc.
d/b/a Connecticut Air & Space Center
P.O. Box 1293
Stratford, Connecticut 06612
Attention: President

President: Eugene E. Madara
emadaralaw@yahoo.com
(203) 268-2224

Vice President: Mark Corvino
Mc42953@gmail.com
(203) 650-5603

Treasurer: Edward McGuinness
emcgns@optonline.com
(203)877-1198

Either party may, by like written notice, designate a new address to which such notices shall be directed.

21. This Lease includes shared rights with other Landlord tenants to the area of parking contiguous to the Demised Premises and the direct access route from the nearest public road with dimensions and road surface sufficient to enable physical entry and egress by cars, trucks and such other motorized and/or towed vehicles and equipment as Tenant may deem appropriate to its operations during and following the restoration describe hereinabove, it being understood and agreed that such access shall be subject to such fence, gate and/or other Airport security measures as Landlord may reasonably require to comply with FAA and other governmental regulations and for the maintenance of public safety and Airport tenants. Relocation of parking

spaces and access routes, fencing, gates and other security barriers as shown on Exhibit A necessary to make such access and parking spaces available to Tenant, snow plowing and other maintenance of said parking spaces and access route shall be the exclusive responsibility of Landlord. Tenant hereby acknowledges that use of the parking spaces and other common areas described contiguous to the Demised Premises and accessible to the public in general will be shared with the present and future operators of Hangar 1 (currently "Blue Sky") and the restaurant (currently "Windsock"), contingent upon Tenant's receipt of the prior written acknowledgement by each of Blue Sky and Windsock operators that each retains total financial and liability responsibility for any property damage and/or injury, death or other casualty arising out of and in any manner in connection with their respective access and use of such common areas. Responsibility for Tenant-related, Airport-approved signage, including that to be affixed to the Airport fence bounding Main Street identifying the Museum's location, shall be that of the Tenant unless mutually-agreed otherwise in writing.

22. This Lease may not be amended except by a written amendment duly executed by the duly-authorized representatives of the respective parties.

23. The Tenant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers to the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil service status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of Tenant as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. Landlord and Tenant, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. Landlord and Tenant agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. Landlord and Tenant agree as part of the consideration hereof that this Agreement is subject to the Guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

24. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full

force and effect. The failure to enforce any provision hereof shall not be deemed a waiver of any right herein.

25. This Lease shall be governed by and construed according to the laws of the State of Connecticut, excluding its conflicts of laws rules. The Federal and State Courts situated in the State of Connecticut shall have exclusive jurisdiction over any and all disputes arising out of or in relation to this Agreement.

IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed by its authorized representative and Tenant has caused these presents to be signed in its corporate name by its duly authorized officers, duly attested by its corporate Secretary, both as of the date first written hereinabove.

LANDLORD

TENANT

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

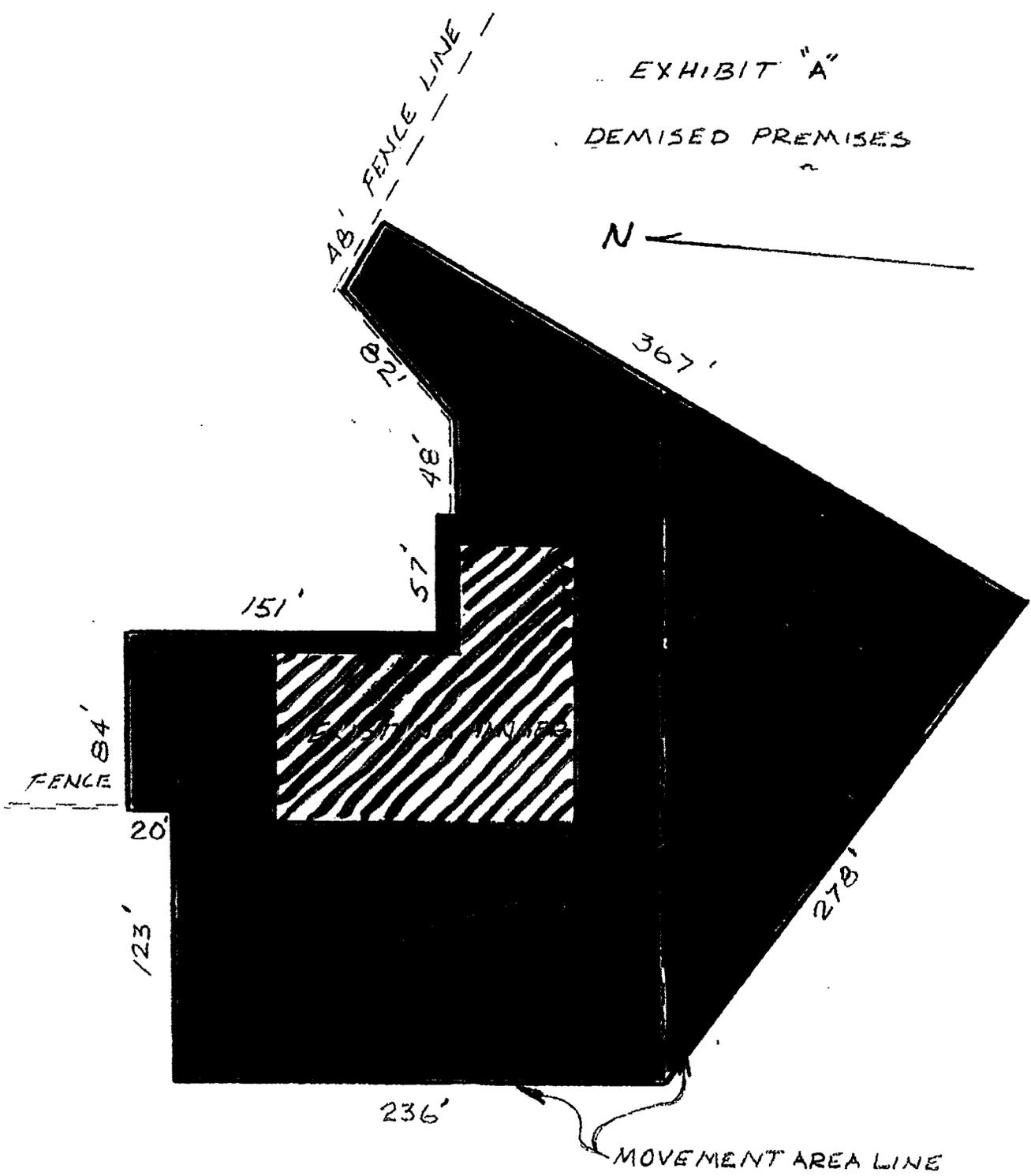
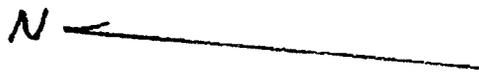
Witness: _____

Exhibits to be attached:

- Exhibit A- Demised Premises
- Exhibit B- Airport Management Plan & City Code of Ordinances Chapter 14
- Exhibit C - Project Plans and Specifications
- Exhibit D – Project Gant Chart
- Exhibit E – FOD Prevention Measures Handout

EXHIBIT "A"

DEMISED PREMISES



LEASED AREA

CT AIR & SPACE CENTER

OCTOBER 14, 2013



Igor I. Sikorsky Memorial Airport

Airport Certification Manual

Pauline Mize

Airport Manager

September 30, 2013

Revision # 20 – September 2013

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REVISION LOG: Sikorsky Memorial Airport

Revision #	Date	Page(s)	Description	Approved By
1	December, 2005	All	Entire manual submission to reflect revised FAR Part 139, effective February 10, 2004	Laurie Suttmeier FAA
2	March, 2006	18-1 – 18-4 19-1 – 19-18 i ii iii 3-1 3-3 3-5 10-4 11-11 15-2 16-1	Add Wildlife Management Plan Add Snow and Ice Control Plan Revision Log update Table of Contents update Exhibits Index update Updated Line of Succession & Key Personnel Updated Personnel Qualifications Updated Organization Chart Updated list of ARFF Personnel Updated Exhibit 11B Updated Lighted Obstruction Exceptions Call List Updated NOTAM Authorization List	Laurie Suttmeier FAA
3	July, 2006	10-4 11-9 i Appendix 2	Updated list of ARFF personnel Updated Exhibit 11A1 Revision Log update Federal Fish and Wildlife Permit updates	Laurie Suttmeier FAA
4	January, 2007	i ii iii 11-10 19-1 – 19-5 19-4 19-5 Appendix 2	Revision Log update Table of Contents update Exhibits Index update Updated Exhibit 11AII Snow and Ice Control section update Updated Exhibit 19A Updated Exhibit 19B 2007 State of Connecticut Wildlife Permit	Laurie Suttmeier FAA
5	May, 2007	i 3-1, 3, 5 7-1 – 7-2 11-11 14-2 15-1 16-1 18-1 – 18-5	Revision Log update Personnel changes Advisory Circular updates Personnel changes Inspection staff changes Advisory Circular updates Advisory Circular / personnel changes Wildlife Plan update	Laurie Hyman FAA
6	May, 2007	i 10-4	Revision Log update ARFF personnel update	Laurie Hyman FAA

REVISION LOG: Sikorsky Memorial Airport

Revision #	Date	Page(s)	Description	Approved By
7	July, 2007	i, ii iii iv 13-4 – 13-16	Revision Log update Table of Contents Exhibits Index AEP update	Laurie Hyman FAA
8	December, 2007	ii iv 3-1, 3, 5 3-4 4-1 6-2 7-1 8-1 10-2 10-4 11-7 – 11-8 11-10 11-11 12-1 13-1 – 13-17 13-15 16-1 18-2 18-4 – 18-5	Revision Log update Exhibit Index Update Personnel Changes Revised Personnel Training Advisory Circular update Revised Maintenance of Safety Areas Revised Markings Description Revised Index Criterion Revised ARFF Personnel Training Updated list of ARFF Personnel Revised Fuel Agent Training Section Updated Exhibit 11AII Updated Fuel Inspection Personnel Revised Supplemental Wind Cone Reference Include AEP TOC and Revised Page Numbers Revised Review of Emergency Plan Updated Authorized NOTAM Personnel Wildlife Authority Personnel Changes Revised Personnel Responsibilities	Laurie Hyman FAA
9	January, 2008	ii 3-1, 3, 5 11-11 16-1	Revision Log Update Personnel Changes Updated Fuel Inspection Personnel Updated Authorized NOTAM Personnel	Laurie Hyman FAA
10	March, 2008	ii iv 1-3 3-5 11-9 12-1 12-2 - 12-4 14-4 Appendix 2	Revision Log Update Exhibit Update Removed Exemption Updated Organizational Chart Updated Exhibit 11AI Revised Supplemental Windsock Description Added Copy of Modification to Standard Added Daily Inspection Form Map Federal Fish and Wildlife Permit update	Laurie Hyman FAA

REVISION LOG: Sikorsky Memorial Airport

Revision #	Date	Page(s)	Description	Approved By
11	April, 2008	All	Entire Manual Submission Reorganized to Meet Standard Format Added RWY 6-24 to Limitations Personnel Changes Amended Exhibit 3A Updated ARFF Personnel List Updated Fuel Inspection Personnel Added Pedestrian and Ground Vehicle Section Added Protection of Navaid Section Added Public Protection Section Updated Authorized NOTAM Personnel Added Ident., Marking, and Reporting Const. Section	Laurie Hyman FAA
		Introduction 2-1, 3, 5 3-2 10-4 11-11 15-1 17-1 18-1 20-1 21-1		
12	June, 2008	iv v 3-2 14-5 15-1 - 15-4 20-2	Revision Log Update Exhibit Index Update Updated Exhibit 3A Added Exhibit 14C Added Pedestrians and Ground Vehicle Section Updated Exhibit 20A	Laurie Hyman FAA
13	August, 2008	iv v 2-1, 3 2-5 6-3, 4 10-4 11-11 19-2 20-1 Appendix 2	Revision Log Update Exhibit Index Update Personnel Changes Updated Exhibit 2A Updated Exhibits 6A and 6B ARFF Personnel List Changes Fuel Inspection Personnel Changes Wildlife Authority Personnel Changes Authorized NOTAM Personnel Changes Federal Fish and Wildlife Permit updates	Laurie Hyman FAA
14	April, 2009	iv 2-1, 3 2-5 7-2, 3 10-4 11-11 19-2 20-1 Appendix 2	Revision Log Update Personnel Changes Updated Exhibit 2A Updated Snow and Ice Control ARFF Personnel List Changes Fuel Inspection Personnel Changes Wildlife Authority Personnel Changes Authorized NOTAM Personnel Changes Department of Environmental Protection updates	Laurie Hyman FAA

REVISION LOG: Sikorsky Memorial Airport

Revision #	Date	Page(s)	Description	Approved By
15	December, 2009	v 2-1, 3 2-5 10-4 11-11 19-2 20-1	Revision Log Update Personnel Changes Updated Exhibit 2A ARFF Personnel List Changes Fuel Inspection Personnel Changes Wildlife Authority Personnel Changes Authorized NOTAM Personnel Changes Federal Fish and Wildlife Permit Updates	Laurie Hyman FAA
16	May, 2010	Appendix 2 v vi x 2-1, 3 2-5 7-6,7,8 10-4 11-11 16-1,2 19-2 20-1	Revision Log Update Exhibits Airport Layout Maps Personnel Changes Updated Exhibit 2A Added Exhibit 7C ARFF Personnel List Changes Fuel Inspection Personnel Changes Obstruction changes and OC Map update Wildlife Authority Personnel Changes Authorized NOTAM Personnel Changes	Kelly Slusarski FAA
17	June, 2010	v 15-1, 8	Revision Log Update Pedestrians and Ground Vehicles	Kelly Slusarski FAA
18	August, 2010	v 9-1, 2 10 - 1, 4	Revision Log Update ARFF: Equipment and Agents ARFF: Operations Requirement	Kelly Slusarski FAA
19	October, 2010	v Sec 19	Revision Log Update Wildlife Hazard Management Plan	Kelly Slusarski FAA
20	September, 2013	v Cover vii ix x 2-1 2-3 2-5 3-1 5-4 6-1,2 7-1 7-3 7-6 9-3 10-4 11-9	Revision Log Update Update Cover Page Exhibits Distribution List Update Exemptions/Limitations Update Personnel Update Personal Qualifications Update BDR Organizational Chart Paved Areas Update Runway 11/29 Safety Area Update Marking, Signs, and Lighting Update Responsibilities and Supervision Snow and Ice Removal Equipment Update LOA-Airport Condition Reporting Update Advisory Circular References Update Personnel Availability Update Hazardous Material Update	

REVISION LOG: Sikorsky Memorial Airport

Revision #	Date	Page(s)	Description	Approved By
20	September 2013	11-11	Fuel Handling Inspection Personnel	
		15-8	Attachment B BDR Movement Areas Update	
		16-2	Lighted Obstruction Exceptions Update	
		19-2	Responsible Office Update	
		19-24	Current Migratory Bird Depredation Permit Update	
		19-26	Current State of Connecticut Depredation permit Update	
		20-1	Airport Condition Reporting Update	

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INTRODUCTION

A. PURPOSE

This manual provides direction and lines of responsibility in the day-to-day operation of the Sikorsky Memorial Airport. As well, it details operating procedures to be followed for both routine matters and unusual circumstances or emergencies that may arise. The contents of this manual are designed to meet the Federal Aviation Administration rules and regulations for airport certification contained in the February 10, 2004 Federal Register 14 CFR Part 139, and is designed in conformance with FAA Advisory Circular 150/5210-22 (Airport Certification Manual). Appendix 1 contains a listing of the applicable Advisory Circulars.

Under this regulation, Sikorsky Memorial Airport operates as a Class IV airport with no scheduled air carrier service. On occasion, the airport receives non-charter operations involving B-737 aircraft (Note: FAR Part 139 does not apply to any scheduled helicopter operations and hence they are not part of this ACM).

B. KEEPING THIS MANUAL UPDATED

The Airport Manager will keep this manual current at all times and will submit two (2) copies of any proposed amendments to the FAA Airports Division for approval no less than 30 days prior to the proposed effective date, unless a shorter filing period is allowed by the FAA. After FAA approval, the revisions will be printed and distributed.

C. DISTRIBUTION

One complete and current copy of the Airport Certification Manual (ACM) will be maintained on file in the Airport Manager's office and FAA Airports Division office, Burlington, Massachusetts. The ACM will be made available for inspection by the FAA Administrator per 139.201(b)(2). Airport personnel with responsibilities under these specifications will have ready access to a current copy of the ACM or to applicable sections for fulfillment of their responsibilities.

- See ACM Distribution List on following page (1-2)

Distribution List

The airport's Master Copy of the Airport Certification Manual (ACM) is located in the Airport Operations Office, and shall be made available for inspection by an FAA Airport Certification and Safety Inspector (ACSI) upon presentation of proper credentials.

The following agencies or persons will be provided a copy of the ACM:

1. FAA New England Regional Office - Burlington, Massachusetts
2. Sikorsky Memorial Airport (BDR) - Airport Manager
3. BDR - Air Traffic Control Tower (ATCT)
4. Connecticut Airport Authority

The following agencies will be provided with a copy of the Airport Emergency Plan (AEP):

1. BDR - Airport Manager
2. City Of Bridgeport - Fire Chief
3. City of Bridgeport - Police Chief
4. Town of Stratford - Fire Chief
5. Town of Stratford - Police Chief

Within this manual, there are sections that affect the tenants and users of the airport. As appropriate, airport management will distribute, as necessary, those portions of the Airport Certification Manual, which specifically require compliance by other operators on the airport, such as Fixed-Base Operators (FBOs).

D. EXEMPTIONS/LIMITATIONS (139.111)

Limitations: Non-Air Carrier Runways

Runways not available for air carrier aircraft operations greater than 9 passenger seats are depicted on Exhibit 4A under Section 4 and are listed below:

Runway 6-24 – Full Length

Runway 11-29 – Full Length

Limitations: Non-Air Carrier Taxiways

Taxiways not available for air carrier aircraft operations greater than 9 passenger seats are depicted on Exhibit 4A under Section 4 and are listed below:

Taxiway Alpha - east of Taxiway Delta

Taxiway Delta - between Taxiway Alpha and Taxiway Echo

Taxiway Hotel - south of Runway 6/24

E. PROCEDURES FOR REPORTING DEVIATIONS (139.113)

In emergency conditions, Sikorsky Memorial Airport may deviate from the requirements of 14 CFR Part 139. When it does so, the Airport Manager or his/her designee will notify the FAA within 14 days of the deviation as specified in section 139.113. If requested, the details of the deviation will be provided in writing.

F. AIRPORT LAYOUT MAPS 139.203 (b)

1. The airport maps (including the grid map) contained within this manual (Exhibits 1A, 6B, 13A, 15A) show the location of all runways, taxiways, ramps, parking areas, access roads and buildings. The runway and taxiway identifications are likewise shown.

2. Airport Movement Areas

The movement areas are the runway and taxiways (under control of the Air Traffic Control Tower), which are used for taxiing, air taxiing, and landing of aircraft. It does not include loading ramps and aircraft parking areas. The following movement areas are identified at Sikorsky Memorial Airport and depicted on Exhibit 1A under Section 1, and Exhibit 4A under Section 4:

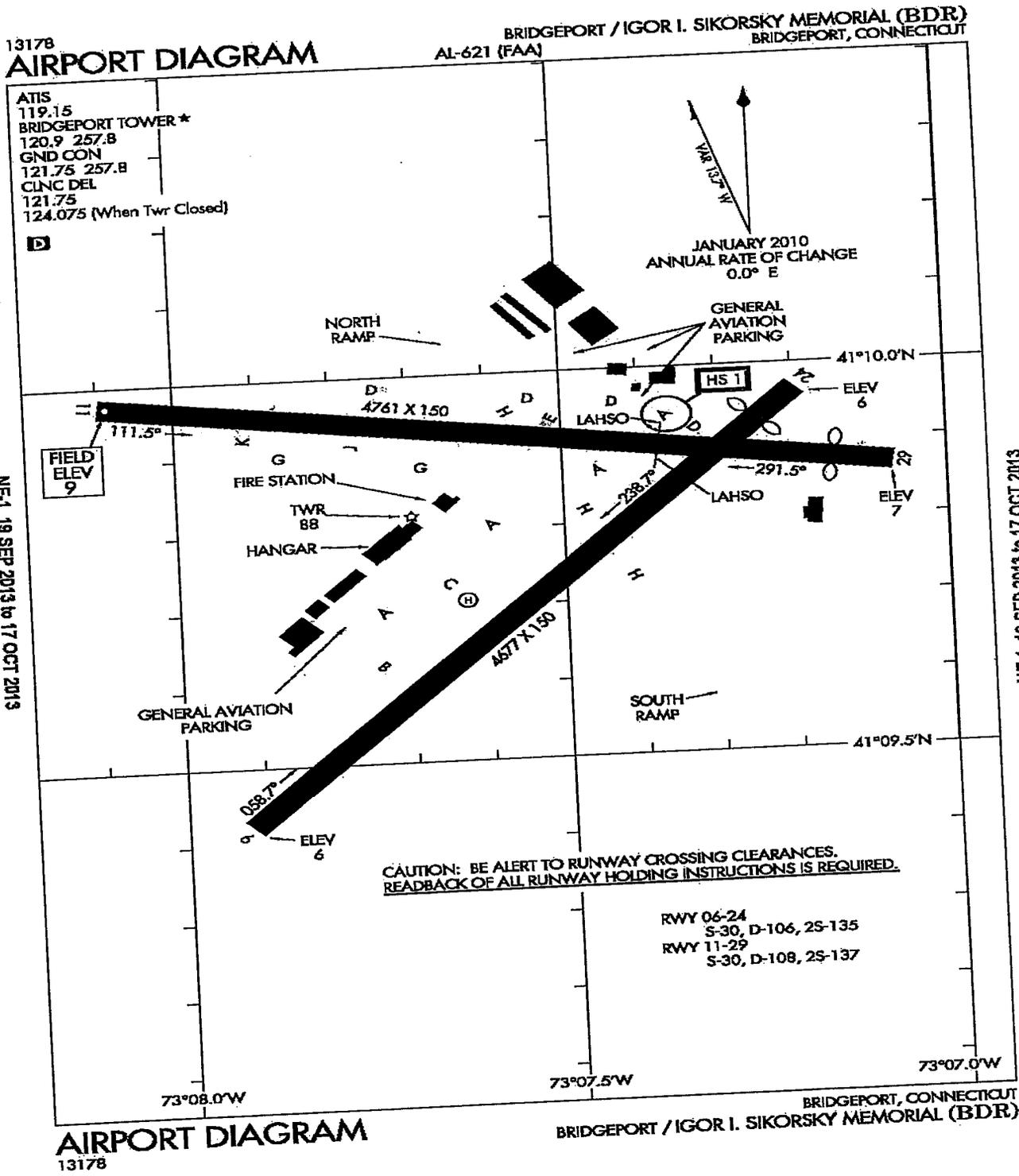
Runway	6	4677' x 150'	Asphalt
Runway	24	4677' x 150'	Asphalt
Runway	11	4761' x 150'	Asphalt
Runway	29	4761' x 150'	Asphalt
Taxiway	A	3350' x 50'	Asphalt (*)
Taxiway	B	450' x 70'	Asphalt
Taxiway	C	450' x 70'	Asphalt
Taxiway	D	2800' x 50'	Asphalt (*)
Taxiway	E	200' x 60'	Asphalt
Taxiway	G	1850' x 60'	Asphalt
Taxiway	H	2150' x 70'	Asphalt
Taxiway	J	300' x 60'	Asphalt
Taxiway	K	300' x 60'	Asphalt

(*) = narrowest part of taxiway (some portions are wider)

Note: All taxiway lengths are approximate

3. The Runway and Taxiway Designation System is depicted in Exhibit 1A.

EXHIBIT 1A - RUNWAY & TAXIWAY DESIGNATION SYSTEM



NE-1, 19 SEP 2013 to 17 OCT 2013

NE-1, 19 SEP 2013 to 17 OCT 2013

1) RECORDS 139.301

A. The Sikorsky Memorial Airport will furnish all records required under FAR Part 139 to the FAA and/or the FAA Airport Certification Safety Inspector (ACSI), and will make and maintain additional records as may be required by the FAA.

B. Sikorsky Memorial Airport maintains training records according to the requirements of FAR Part 139:

- Airport Personnel, including Aircraft Rescue and Fire Fighting personnel and other emergency personnel training records:
 - 24 consecutive calendar months
- Airport fueling agent inspection records:
 - 12 consecutive calendar months
- Fueling personnel training records:
 - 12 consecutive calendar months
- Self-inspection records:
 - 12 consecutive calendar months
- Movement area and safety area training records:
 - 24 consecutive calendar months
- Accidents and incidents occurring in the movement and safety areas:
 - 12 consecutive calendar months
- Airport Condition Reports (NOTAMs):
 - 12 consecutive calendar months

Line of Succession & Key Personnel

The Sikorsky Memorial Airport is operated by the City of Bridgeport. The airport is a department under the Department of Public Facilities. The Airport Manager is appointed by the Mayor under a civil service selection process, and reports to the Deputy Director of Public Facilities and an Airport Commission.

Throughout the ACM, it is the intent of the manual that when referencing airport management or the Airport Manager, it includes those individuals having designated authority to carry out the duties and responsibilities of the Airport Manager under FAR Part 139. The line of succession for airport operational responsibility under FAR Part 139 and those individuals having designated authority of the Airport Manager are:

Acting Airport Manager	Pauline Mize
Superintendent of Operations	Stephen D. Ford
Airport Certification Specialists	Willie McBride III Thomas Norko Jean Paul Chacur Kyle Hoffman

Personnel Position Descriptions

Airport Manager:

Has charge of the municipal airport with responsibility for its administration and operations; assures compliance with federal, state and municipal laws, ordinances, and regulations; recommends changes in procedures and policy when necessary; coordinates matters relative to air traffic control with control tower chief or offices of the Federal Aviation Administration; supervises a force of maintenance, custodial, office and other employees.

The Airport Manager of Sikorsky Memorial Airport shall maintain a sufficient number of trained and qualified personnel to comply with the requirements of this Airport Certification Manual and the requirements of FAR Part 139 of the Federal Aviation Regulations.

Airport management shall:

1. The City of Bridgeport will provide personnel with sufficient resources needed to comply with the requirements of its Airport Certification Manual (ACM).
2. Operate the airport in accordance with the approved Airport Certification Manual;
3. Comply with the applicable provisions of the ACM;
4. Allow the Administrator to make any inspections to help determine compliance with this part;
5. Provide sufficient qualified personnel to comply with the requirements of the ACM and applicable rules of FAR Part 139.

Superintendent of Operations:

Assists the Airport Manager or, in his absence, has full charge of the municipal airport; makes inspections, recommends improvements, manages work schedules and assigns and instructs a force of maintenance, custodial and other employees; supervises the purchase and storage of supplies; develops and conducts training programs; maintains liaisons with federal and state authorities; enforces laws, rules, and regulations; responsible for assuring that all inspections required by FAR 139 are conducted in accordance with this manual.

Airport Certification Specialists:

Performs all inspections required by FAR 139 and insures airport operations are conducted in accordance with this manual; implements, coordinates and participates in the Airport Emergency Plan (AEP) and snow plan; responds to aircraft and other emergencies; develops and conducts training programs; issues work orders and follows through on completion; updates this manual as necessary.

Personnel Qualifications

The following individuals are familiar and knowledgeable with the requirements of FAR Part 139, as obtained through formal and informal education, performance and experience in their positions, exposure and familiarity with identified advisory circulars, and review of the Airport Certification Manual:

PAULINE MIZE, Airport Manager at KBDR September 2013, former Airport Manager at KFOK Gabreski Airport 1997-2006, Voting member of Airport Lease Screening Committee 1990-1997, Member AAAE.

STEPHEN D. FORD, has been employed with the City of Bridgeport and the Sikorsky Memorial Airport since February 1991. He has previous operational experience of aviation and airports through nine years with the military and civil sectors. He has delegated authority to act in the absence of the Airport Manager.

WILLIE C MCBRIDE III, has been employed with the City of Bridgeport and Sikorsky Memorial Airport since January 2010. He has delegated authority to act in the absence of the Airport Manager.

THOMAS NORKO, has been employed with the City of Bridgeport and Sikorsky Memorial Airport since January 2011. He has delegated authority to act in the absence of the Airport Manager.

JEAN PAUL CHACUR, has been employed with the City of Bridgeport and Sikorsky Memorial Airport since June 2011. He has delegated authority to act in the absence of the Airport Manager.

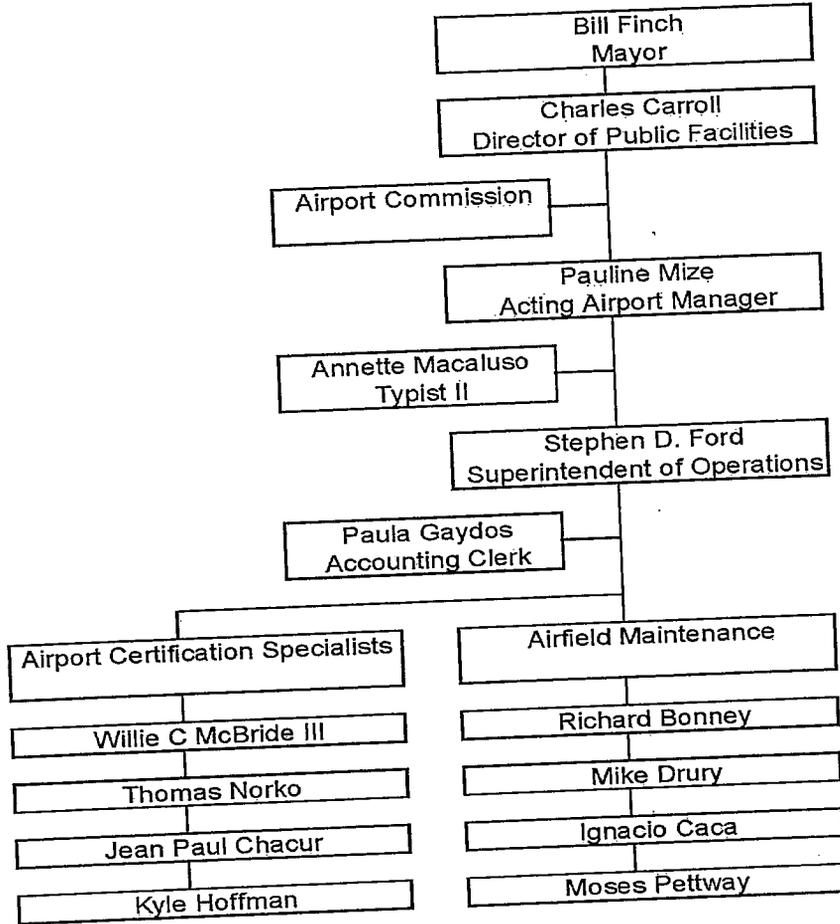
KYLE HOFFMAN, has been employed with the City of Bridgeport and Sikorsky Memorial Airport since March 2013. He has delegated authority to act in the absence of the Airport Manager.

- A. The Superintendent of Operations and Airport Certifications Specialists are all given on-the-job training before being allowed to exercise full duties by themselves. In addition, they receive recurrent training once every 12 consecutive months. This training includes:
1. Airport driving training, as well as airport familiarization training in recognition and understanding of airport markings, lighting and signs. Copies of the training material are located in the Airport Operations Office.
 2. Airport communications, using CTAF and ATCT communications.
 2. Techniques for runway inspections and how to accomplish other elements of daily and periodic inspections.
 4. They are also instructed on the Airport Emergency Plan and other duties required under the ACM.
 5. Aircraft Rescue and Fire Fighting training in all subject areas as required by Part 139.319 and listed in Section 10 of this ACM.
 6. Aircraft fuel storage, handling, and dispensing on airports.
 7. Airport wildlife hazard management procedures and responsibilities.
 8. Airport condition reporting, including responsibilities, procedures, and functions of the Notice to Airmen (NOTAM) system.
- B. Other personnel (such as maintenance personnel) who access movement and safety areas receive initial and recurrent training as follows:
1. Airport familiarization, including signs, marking, and lighting, as well as proper safety area operations and maintenance. This is done in the classroom, as well as on-the-job training.
 2. Use of CTAF and ATCT communications to access the movement area.
 3. Airfield driver training, including training in night and inclement weather.
 4. They are also instructed on the Airport Emergency Plan and other duties required under the ACM.
- C. The training records maintained under this section are available in the Airport Operations Office.
- D. A description of the organizational structure at Sikorsky Memorial Airport is included in Exhibit 3A at the end of this section.

EXHIBIT 2A – BDR ORGANIZATIONAL CHART

**Sikorsky Memorial Airport
City of Bridgeport**

BDR Organization Chart



3. PAVED AREAS 139.305

A. Inspection

The runways, taxiways and air carrier parking aprons are to be inspected daily by the airport operations personnel, with particular attention being paid to the paved surfaces and pavement edges.

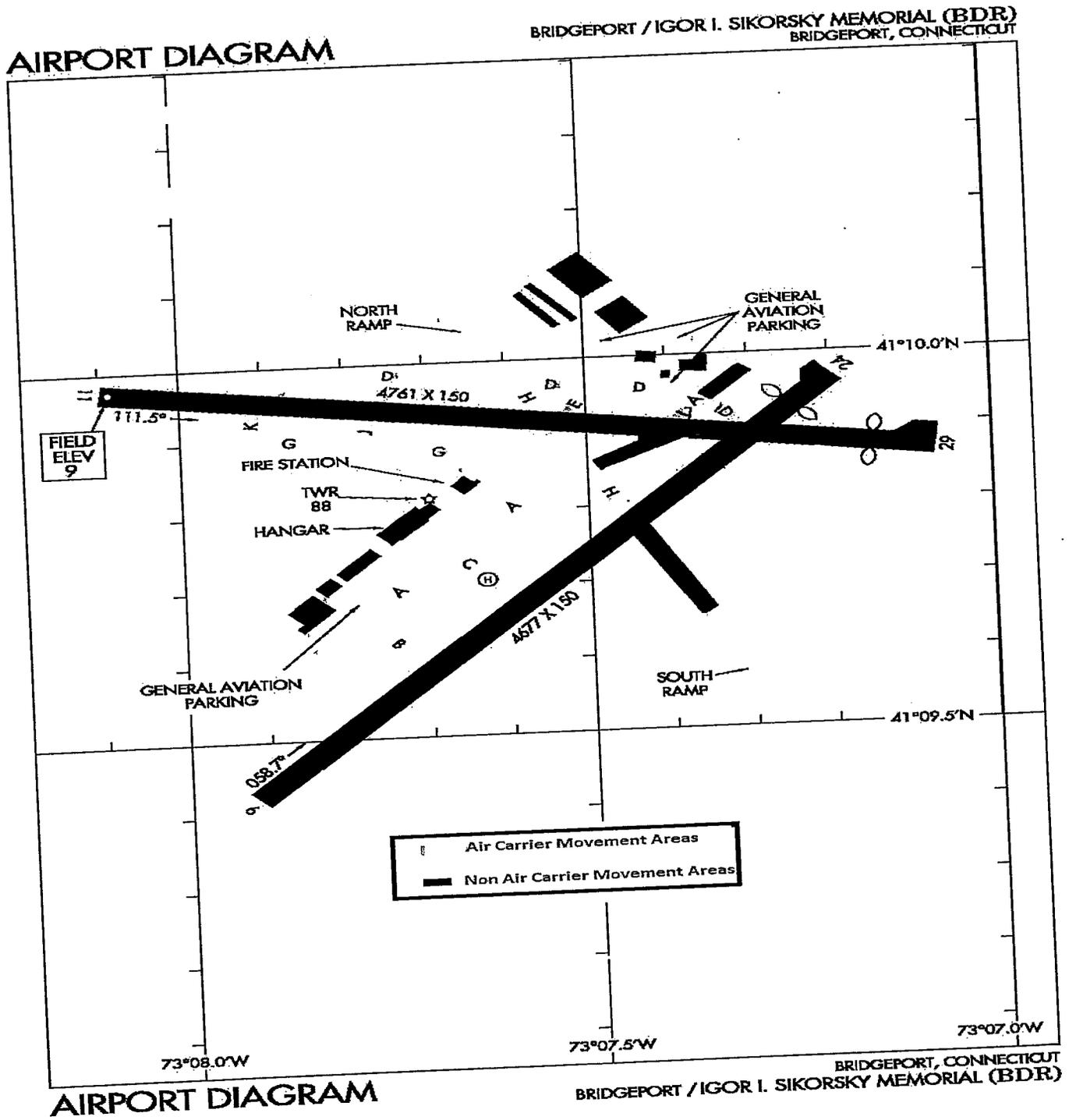
1. No pavement lip shall be allowed to be more than three (3) inches above the level of the shoulder soil.
2. No hole in the pavement shall be allowed to exceed three (3) inches in depth, have sides exceeding 45 degrees nor be greater than five (5) inches in diameter.
3. The pavement shall be free of cracks or other surface variations that could impair directional control of air carrier aircraft, including any crack or surface deterioration that produces loose aggregate or other contaminants.
4. The surface shall be kept clean of mud, and any other foreign debris. It shall also be kept free of solvents or other liquids that may be used to clean the surface or are accidentally spilled on the movement area.
5. No water ponding or ice sheeting shall be allowed that may obscure markings or impair aircraft control.
6. Any chemical solvent used to clean any pavement area shall be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent.

B. Should any of the above conditions or any other unsatisfactory conditions exist, Airport Operations personnel shall initiate prompt action to make the needed repairs or restrict air carrier use of the area and/or issue a NOTAM regarding the condition until corrected. Corrective action will be initiated by the individual performing the inspection as soon as practical when any unsatisfactory conditions are found in the paved areas. Corrective action is taken through a work order system. Airport maintenance is responsible for correcting any unsatisfactory condition on paved areas. In the event that repairs are beyond the capability of airport maintenance, the airport management will contact the City of Bridgeport Public Works Department or an outside contractor and arrange for the necessary completion of work.

C. Inspections and evaluations of the paved areas are performed utilizing the guidelines of AC 150/5320-6D, AC 150/5200-18C, AC 150/5380-5B and AC 150/5320-17.

D. A description of each air carrier movement area is depicted in Exhibit 4A (Lengths and widths are listed on page 1-4)

EXHIBIT 3A - AIR CARRIER & NON-AIR CARRIER MOVEMENT AREAS



4. UNPAVED AREAS 139.307

A. No unpaved movement areas exist at Sikorsky Memorial Airport.

5. SAFETY AREAS 139.309

A. Runway Safety Area Description:

The safety areas are graded and are drained by an airport storm drainage system. Due to the airport being located in a coastal wetlands area adjacent to the ocean, high water often precludes proper drainage and water will accumulate in the safety areas until the weather or tide changes. The runway safety areas for air carrier operations are 500' wide except for Runway 11/29 and for all extended runway safety areas. The safety areas are noted below. These areas were established prior to December 31, 1987.

B. Runway Approach Safety Areas:

	<u>Length From Runway Threshold</u>	<u>Width on Either Side Runway Centerline</u>
Runway 6	100'	250'
Runway 24	0'	250'
Runway 11	250'	250'
Runway 29	146'	250'

C. Taxiway Safety Areas Associated with Air Carrier Operations:

The taxiway safety areas are graded and drained by an airport storm drainage system. Due to the airport being located in a marsh area adjacent to the ocean, high water often precludes proper drainage and water will accumulate in the taxiway safety areas until the weather or tide changes. The taxiway safety areas for air carrier operations are 120' wide for the lengths noted below.

	<u>Length</u>	<u>Width On Either Side Taxiway Centerline</u>
Taxiway A	3350'	60'
Taxiway B	450'	60'
Taxiway C	450'	60'
Taxiway D	2800'	60'
Taxiway E	200'	60'
Taxiway G	1850'	60'
Taxiway H	1000'	60'
Taxiway J	50'	60'
Taxiway K	50'	60'

Note: All taxiway lengths are approximate

D. Maintenance of Safety Areas:

- All safety areas are to be mowed and graded so as not to have any potentially hazardous humps, ruts, depressions, or surface variables.
- Each safety area shall be capable of supporting snow removal and ARFF equipment and occasional passage of aircraft under dry conditions without causing major damage to the aircraft.
- No objects, except the supplemental wind cone for Runway 11, are located in any safety area except for those that need to be located in the safety areas because of their operational functions. The objects currently located in the safety areas because of their function are constructed on frangible mounted structures of the lowest practical height and are maintained so the frangible point is no higher than 3 inches above grade. Any future objects that will be located in the safety areas because of their function will be constructed on frangible mounted structures.
- Airport personnel conducting daily safety inspections will initiate corrective action when any unsatisfactory condition is found in the safety areas. Airport maintenance is notified through a work order system of any unsatisfactory conditions in the safety areas and is responsible for correcting the situation. If necessary, any of the key personnel listed under Section 3 may undertake corrective action.
- The FAA Sector Field Office is responsible for maintenance of FAA-owned NAVAID's at the airport. If any FAA-owned NAVAID's have the frangible point more than 3 inches above grade, Airport Management is responsible for taking the corrective action.
- Whenever an unsatisfactory condition is discovered in a safety area, inspection or maintenance personnel will correct the condition and a NOTAM detailing the condition will be issued by an individual having the authority to do so under Section 3. Should an unsafe condition exist in a safety area contrary to Section 6, that portion of the runway or taxiway will be closed to air carrier activity.
- At the present time EMAS is not in use.

EXHIBIT 5A - RUNWAY 6-24 SAFETY AREAS

EXHIBIT 6A - RUNWAY 6-24 SAFETY AREAS

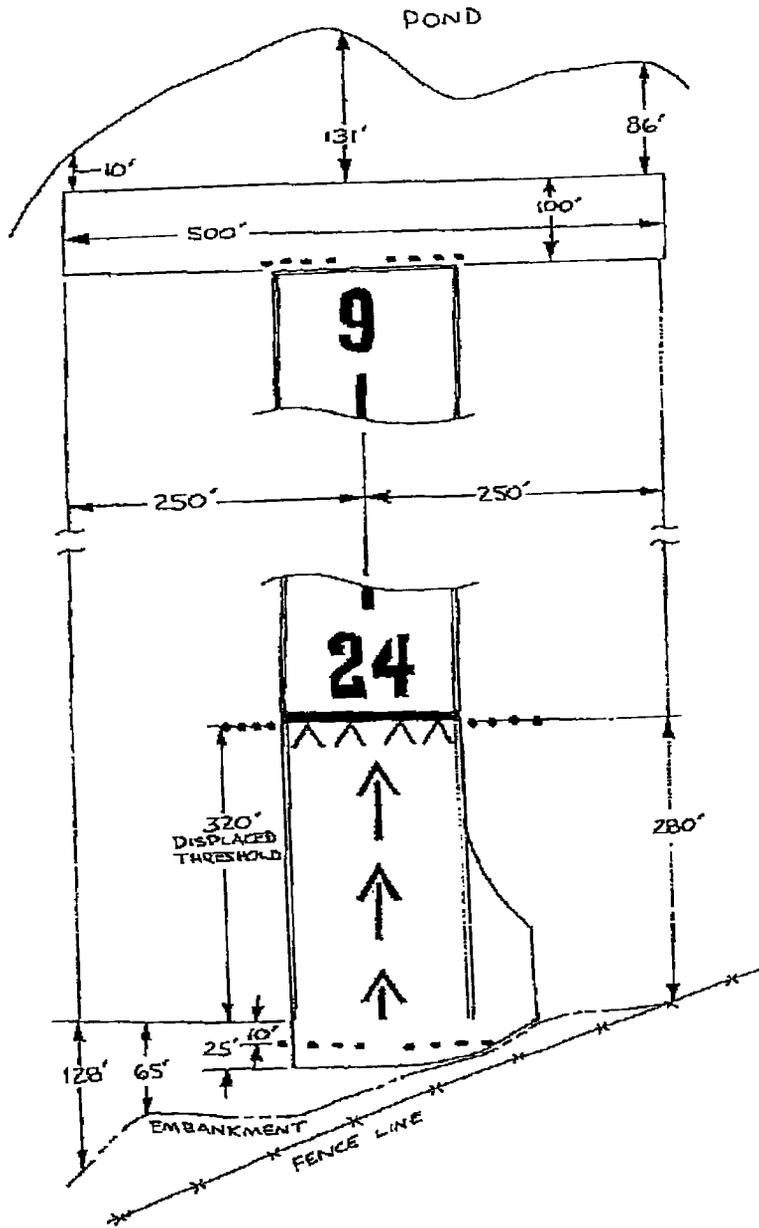
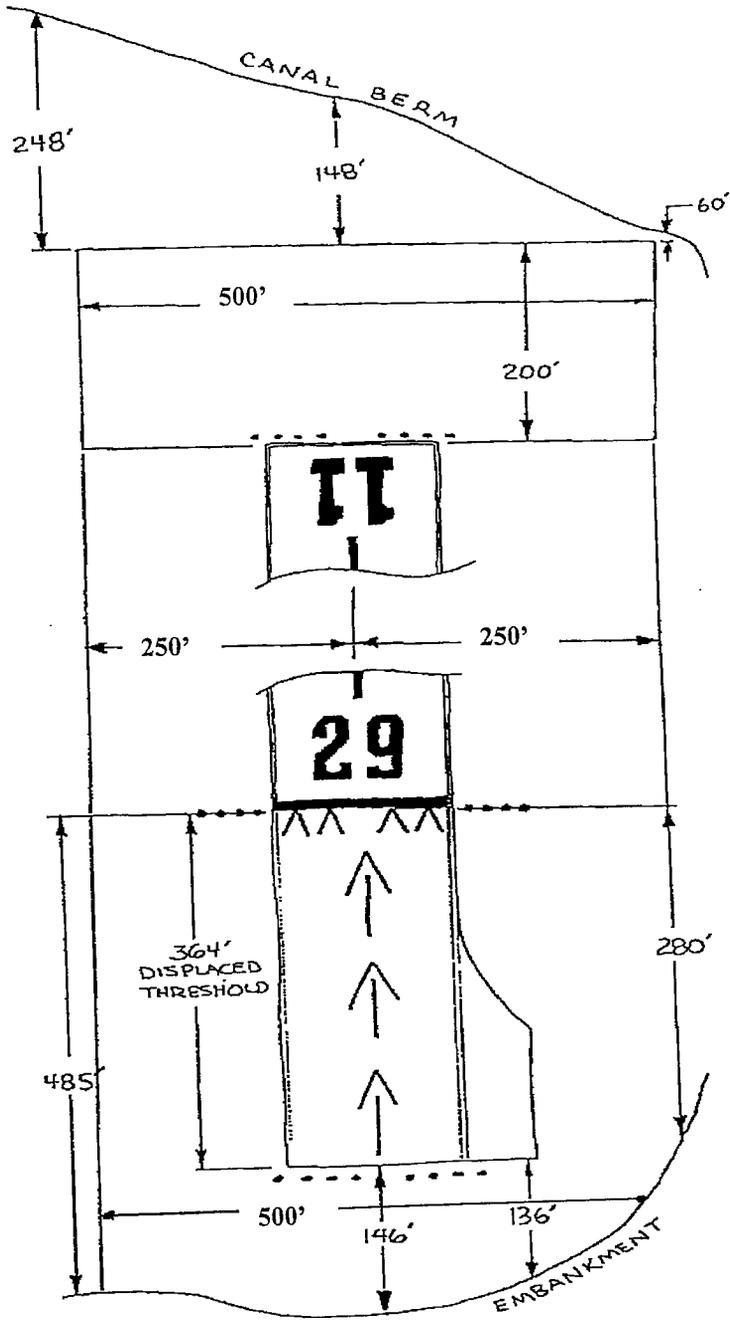


EXHIBIT 5B - RUNWAY 11-29 SAFETY AREAS

E Exhibit 5B – Runway 11-29 Safety Area



6. MARKING, SIGNS AND LIGHTING 139.311

- A. It is the responsibility of Airport Operations personnel to inspect, check the functioning of, and repair as necessary, the lighting equipment, airfield signs and markings. A supply of replacement bulbs, lenses, reflectors and replacement pole mounted light units is kept on hand for maintenance purposes. The Superintendent of Operations will schedule repainting of the marking when paint becomes significantly dulled or worn. Inspections will be made as stipulated in Section 14 of this manual.
- B. High-Intensity runway lights illuminate runway 6; the runway ends by split-lens end lights. The threshold of runway 6 is equipped with REIL lights. Runway 6 is equipped with PAPI lights. High-Intensity runway lights illuminate runway 24; the runway ends by split-lens end lights. The threshold of runway 24 is equipped with REIL lights. The approach end of Runway 24 is equipped with threshold and displaced threshold lights. Runway 24 is equipped with VASI lights. High-Intensity runway lights illuminate runway 11; the runway ends by split-lens end lights. The threshold of runway 11 is equipped with REIL lights. Runway 11 is equipped with PAPI lights. High-Intensity runway lights illuminate runway 29; the runway ends by split-lens end lights. The threshold of runway 29 is equipped with REIL lights. The approach end of Runway 29 is equipped with threshold and displaced threshold lights. . Runway 29 is equipped with VASI lights.
- C. Marking - All runways, taxiways, and holding position markings are marked in accordance with AC 150/5340-1K (Standards for Airport Markings), and contain the following markings:
- Runway 6 – Threshold, Aiming Point, Touchdown Zone.
 - Runway 24 – Displaced Threshold, Threshold, Aiming Point.
 - Runway 11 – Aiming Point.
 - Runway 29 – Displaced Threshold, Threshold, Aiming Point.

BDR does not enhanced runway or taxiway markings or any surface painted signs.

- D. Signs - Taxiway and runway guidance signs are provided and all airfield signs are placed in accordance with the FAA-approved Airport Sign and Marking Plan, and they meet the standards of AC 150/5340-18D (Standards for Airport Sign Systems).
- E. Taxiway/Runway holding position signs are situated as required by FAA regulations.
- F. The airport beacon is an HB36 with one 400-watt halide lamp, and it is situated on top of the control tower with obstruction lights. The airport beacon meets the standards outlined in AC 150/5345-12E.
- G. An illuminated Segmented Circle Wind Sock provides wind indication. The Segmented Circle meets the standards outlined in AC 150/5340-5B.
- H. Electrical power for the runway and other lighting is supplied by United Illuminating Power Company, and the auxiliary generator provides back-up power in the event of an electrical failure.

- I. All apron, vehicle parking, roadway and building lights are either shielded or positioned to prevent interference with aircraft operations.
- J. Red obstruction lights are mounted on the obstructions listed in Section 15 of this manual. Obstruction lights are maintained with reference to AC 150/5345-43F.
- K. Airfield lighting is maintained with reference to AC 150/5340-26B.

EXHIBIT 6B - SIGN PLAN - PAGE 2 (KEY)

7. SNOW AND ICE CONTROL

139.313

1. Responsibilities and Supervision:

A. Operations personnel, listed in Section 16, will be responsible for:

1. Promptly issuing a NOTAM when pavement conditions change on an air carrier aircraft movement area due to snow, slush, or ice conditions, or when runways are closed for snow or ice control. Refer to Section 16 for NOTAM issuance procedures.
2. Prompt notification of any air carriers using this facility, in accordance with FAR 139.339, when any portion of the movement area normally available to them is less than satisfactorily cleared for safe operation by their aircraft.
3. Supervision of the maintenance personnel who are utilizing the snow removal equipment.
4. Assisting the maintenance personnel, when possible, with the removal of snow and ice.

B. Maintenance personnel will be responsible for:

1. Ensuring the availability of adequate snow removal equipment.
2. Ensuring that the equipment is in good operating condition.
3. Ensuring that each unit has adequate fuel (minimum of 72 hours).
4. Ensuring the availability of an adequate supply of dry, heated sand.

C. All personnel will be responsible for:

1. Maintaining two-way radio contact between Operations and Maintenance personnel at all times.
2. Maintaining contact with the ATCT, when the ATCT is in operation, while operating any vehicles in the Movement Area.
3. Monitoring local operations on the CTAF frequency when the ATCT is not in operation.

Note: If the runway or taxiway is closed, or otherwise noted as a movement area that is not under ATCT control, snow removal equipment operators are not required to be in radio contact.

D. Supervisory personnel:

- i. Pauline Mize, Airport Manager: (475) 298-0589
- ii. Stephen Ford, Superintendent of Operations: (203) 339-2936

2. Snow Positioning:

Snow must be positioned off the movement areas such that all air carrier aircraft propellers, engine pods, rotors, and wing tips will clear any snow drifts or snow banks as the aircraft travels any full strength portion of the movement areas. A NOTAM is to be issued if snow banks, windrows, or other snow conditions do not meet the dimensions identified in Exhibit 19B. Piled or blown snow will be regulated so that all runway, taxiway, and threshold lights will be clearly visible to landing aircraft. Hand shoveling may be necessary to maintain visibility. Windrows are to be removed as the need arises.

Snow removal in the vicinity of NAVAIDs is to be accomplished in a manner to avoid obscuring any visual aids. Caution is to be taken to avoid parking snow removal vehicles in ILS Critical Area (Exhibit 19A) during aircraft instrument approaches. All NAVAID operation is the responsibility of the FAA Facilities Maintenance personnel.

3. Ice Control:

Abrasives and Solid Compound Deicer/Anti-icer as defined in AC 150/5200-30A are to be applied to the runway, taxiway and ramp areas as required to maintain positive braking action for aircraft. The inspection personnel on duty will assess the conditions and make a decision in consultation with maintenance personnel, the Superintendent of Operations, and/or the airlines.

4. Snow Removal Operations:

Snow removal operations will be initiated by on-duty Operations personnel, in collaboration with maintenance personnel and/or the Superintendent of Operations. Snow removal operations are to commence prior to the accumulation of dry or wet snow that causes braking action to be less than good. Should storm conditions be so intense that the continuous maintenance of the runway in an operational condition is not possible, a NOTAM will be issued closing affected movement areas.

AC 150-5200-30A was referenced with regard to developing these snow and ice control procedures.

5. Movement Areas Inspection:

- A. Upon request, movement area conditions are to be reported frequently to the ATCT and the FAA AFSS by the Operations personnel on duty. Conditions are also to be promptly reported when airfield conditions that may affect air carrier operations change.
- B. The Operations personnel on duty are the primary individuals responsible for monitoring and reporting snow or ice conditions. In the absence of the Operations personnel, the Superintendent of Operations or the Airport Manager will make frequent checks of movement area conditions and report accordingly. The Operations personnel are to monitor the weather forecast and reports.
- C. Priority of Airfield Snow Removal
 - 1. The primary instrument runway, connecting taxiways and the intersection of the two runways.
 - 2. The General Aviation ramp, any FBO ramps, and the ARFF ramp area (to be accomplished simultaneously with the primary runway).
 - 3. Secondary runway and connecting taxiways.
 - 4. Taxiway routes to the General Aviation ramp and FBOs.
 - 5. All remaining taxiways and other general aviation parking areas.

The above sequence can be changed at the discretion of the inspection personnel on duty, taking into consideration the nature and duration of the storm, direction of winds, type of accumulation (heavy wet snow, dry, frozen, slush, etc.) and time of day. The primary focus is the maintenance of the primary instrument runway in operational use, and maintaining satisfactory braking condition throughout the snow removal operation. Attention is further focused on the removal of snow windrows across previously plowed taxiways, and that NAVAIDs are not obscured.

6. Snow and Ice Removal Equipment:

- A. Freightliner dump truck with a 22-foot snow plow.
- B. Oshkosh dump truck and sand spreader with a 16-foot snow plow.
- C. Oshkosh snow blower.
- D. Michigan front-end loader with a 30-foot ramp blade and snow bucket.
- E. Oshkosh High Speed Sweeper
- F. Ford L-8000 dump truck and sand spreader with a 12-foot snow plow.
- G. Kodiak snow blower.

EXHIBIT 7A - ILS CRITICAL AREA

Exhibit 7A - ILS Critical Area

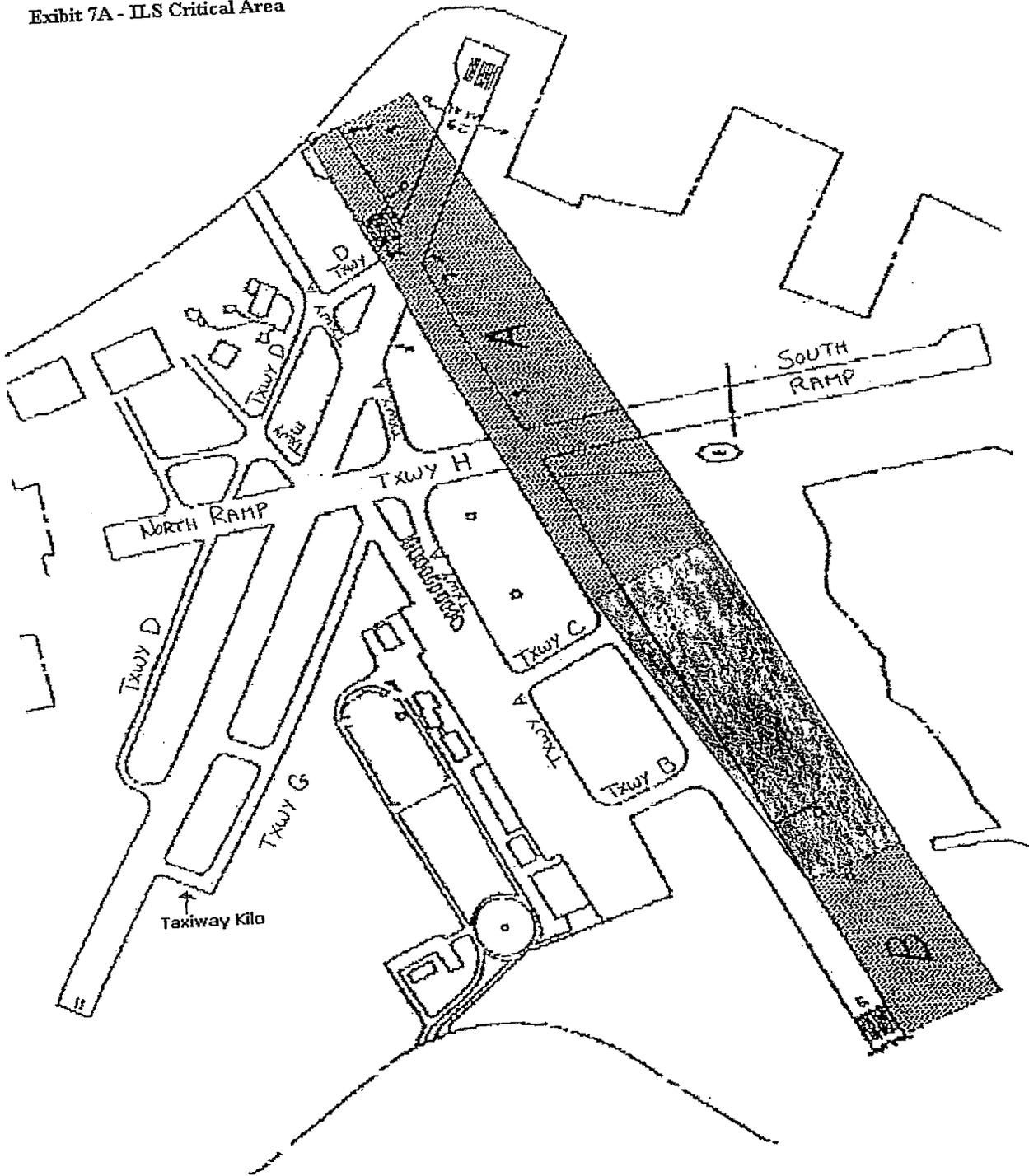
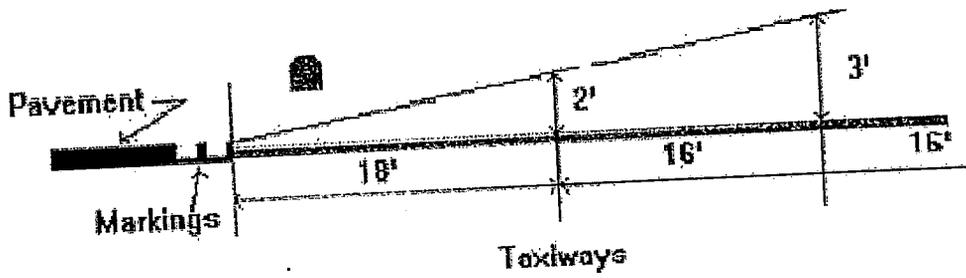


EXHIBIT 7B - SNOW LIMITS

Exhibit 7B - Snow Clearance Limits



Snow not to obscure lights from any angle.

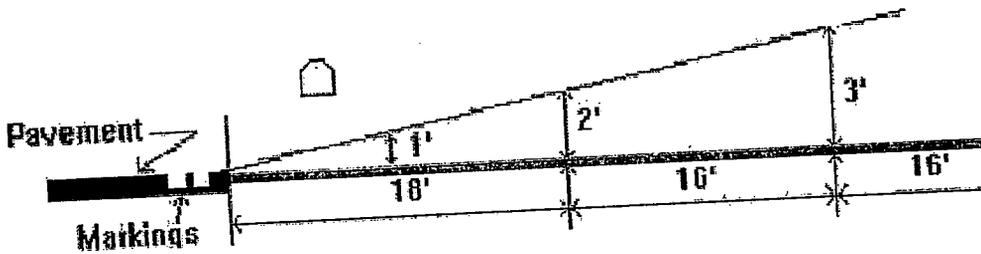


EXHIBIT 7C – LOA – AIRPORT CONDITION REPORTING

Bridgeport FCT and City of Bridgeport, CT

LETTER OF AGREEMENT

EFFECTIVE: February 19, 2010

SUBJECT: Reporting Airport Conditions

1. PURPOSE: To establish a procedure for the prompt exchange of Field Condition Reports concerning airfield conditions and braking action reports at Igor I. Sikorsky Memorial Airport.

2. CANCELLATION: Bridgeport FCT/City of Bridgeport Letter of Agreement, Reporting Airport Conditions dated February 7, 2008.

3. RESPONSIBILITIES:

- 1) Airport Operations is responsible for the recording and updating of all Field Condition Reports and Braking Action Reports and issuing/canceling all associated airfield Notices to Airman (NOTAMs).
- 2) Bridgeport FCT is responsible for disseminating the Field Condition Reports, Braking Action Reports and NOTAMs via two way radio communications, the Automated Terminal Information Service (ATIS), and the New York Tracon IDS4 computer.
- 3) Bridgeport FCT is responsible for requesting and immediately disseminating pilot reports (PIREPs) braking action "POOR" or "NIL" to Airport operations.

4. PROCEDURES:

A. Airport Operations shall:

- 1) Record and update Field Condition Reports on an hourly basis when meteorological conditions warrant.
- 2) Report braking action at least once per hour when braking action advisories are in effect or when braking action reports are received reporting the braking action as less than good.
- 3) Advise the control tower of all Field Condition Reports or Braking Action Reports and forward a written copy of the reports to the tower.
- 4) Issue/cancel all NOTAMs concerning field conditions or braking action.
- 5) Report braking action as:

- a) GOOD
- b) FAIR
- c) POOR
- d) NIL

- 6) Immediately suspend operations on "NIL" braking surfaces and take corrective action or close affected surface.
- 7) Continuously monitor affected areas upon receiving two consecutive braking action "POOR" PIREP s after receiving a PIREP of "GOOD" or "FAIR" to ensure conditions don't continue to deteriorate to "NIL".

B. Bridgeport FCT shall:

- 1) Transmit via the ATIS: "*Braking action advisories are in effect.*"
- 2) Issue to all inbound/outbound air traffic the most current airport conditions and braking action as reported by airport management or other air traffic.
- 3) Advise New York Approach Control of the most current airport conditions and braking action via the IDS4 computer or the GP 1766 line if the IDS4 is inoperative.
- 4) Advise Airport Operations of Pilot Reports (PIREP) concerning field conditions or braking action.
- 5) All pilot braking action reports (PIREPS) of "NIL" or "POOR" are to be immediately transmitted to Airport operations
- 6) Immediate cessation of operations upon receipt of a "NIL" PIREP until corrective action was taken by airport operations and condition no longer exist.
- 7) When a PIREP is received or conditions are observed that indicate deterioration in the field conditions or braking action and Airport Operations personnel are not available:
 - a. Disseminate the report via the ATIS and IDS4.
 - b. Initiate a NOTAM indicating the appropriate conditions.
 - c. Advise Airport Operations as soon as possible of the PIREP or observation and of the issuance of the NOTAM.

MIKE BLINDERMAN
Air Traffic Manager
Bridgeport FCT
Midwest Air Traffic Control Services, Inc.

JOHN RICCI
Airport Manager
Igor I. Sikorsky Memorial Airport

8. AIRCRAFT RESCUE AND FIRE FIGHTING: Index Determination 139.315

- A. Sikorsky Memorial Airport operates as a Class IV airport without scheduled airline service and is ARFF Index A.
- B. A criterion for index determination is based on F.A.R Part 139.315(a)(1)(2) and F.A.R. Part 139.315(d).

9. AIRCRAFT RESCUE AND FIRE FIGHTING: Equipment and Agents 139.317

A. The Airports Aircraft Rescue Fire Fighting (ARFF) vehicle is stationed in the airport's Crash-Fire-Maintenance building, (located approximately 100 yards northeast of the terminal building). This heated storage facility is centrally located on the airport and has direct access to the ramp areas, taxiways, and runways. This unit is maintained in a quick response readiness status when ATCT personnel are on duty (and manned at all hours) and for PPR's, (Prior Planning Requests).

B. Vehicles:

1. The #1 Aircraft Rescue and Firefighting (ARFF) vehicle is a 1991 Oshkosh T-1500, 4x4. This vehicle complies with all FAA requirements for Index B ARFF vehicles and has the following capabilities:

- 1,500 - gallons of water
- 200 - gallons AFFF concentrate
- 500 - pounds dry chemical system allowing discharge via the Hand Line or Roof turret
 - 1 each - 20 pound dry chemical Class D fire extinguisher for metal fires
 - 2 each - 10 pound dry chemical Class B/C extinguisher
 - 2 each - 20 pound Halon 1211 extinguisher

J. This Unit is outfitted with the following apparatus:

- 1 each -Roof turret capable of delivering 375 gpm low-rate/ 750 gpm high-rate of water or 3% water foam (AFFF) OR: 16 lbs/sec. dry chemical
- 1 each -Bumper turret capable of delivering 300 gpm of water or 3% light water foam (AFFF)
- 1 each -Hand Line delivering 5lbs/sec. dry chemical
- 1 each -Hose reel delivering 60gpm water or 3% light water foam (AFFF)

2. A temporary Aircraft Rescue and Firefighting (ARFF) vehicle on contract from TWEED New Haven Airport is a 1996 Oshkosh T-1500, 4x4. This vehicle complies with all FAA requirements for Index B ARFF vehicles and has the following capabilities:

- 1,500 - gallons of water
- 210 - gallons AFFF concentrate
- 500 - pounds dry chemical system allowing discharge via the Hand Line or Roof turret
 - 1 each - 20 pound dry chemical Class D fire extinguisher for metal fires
 - 2 each - 10 pound dry chemical Class B/C extinguisher
 - 2 each - 20 pound Halon 1211 extinguisher

This Unit is outfitted with the following apparatus:

- 1 each -Roof turret capable of delivering 375 gpm low-rate/ 750 gpm high-rate of water or 3% water foam (AFFF) OR: 16 lbs/sec. dry chemical
- 1 each -Bumper turret capable of delivering 300 gpm of water or 3% light water foam (AFFF)
- 1 each -Hand Line delivering 5lbs/sec. dry chemical
- 1 each -Hose reel delivering 60gpm water or 3% light water foam (AFFF)

A current copy of the North American Emergency Response Guidebook is kept in each vehicle at all times.

C. Advisory Circular References:

1. Vehicles:

Sikorsky Memorial Airport equips and maintains the Airport Rescue and Fire Fighting vehicles, noted in Part B of the section, in accordance with the following FAA Advisory Circulars:

- AC 150/5220-10D (Guide Specification for Water/Foam Aircraft Rescue and Fire Fighting Vehicles).
- AC 150/5210-5D (Painting, Marking and Lighting of Vehicles Used on Airports).

2. Equipment:

Sikorsky Memorial Airport provides Aircraft Rescue and Fire Fighting personnel with Personnel Protective Equipment (PPE), including Self-Contained Breathing Apparatus (SCBA). The PPE provided meets or exceeds the requirements of the National Fire Protection Association (NFPA) standards, and is regularly inspected or replaced to ensure adequate protection. PPE also meets or exceeds the requirements of the following FAA Advisory Circular:

- AC 150/5210-14B (Airport Fire and Rescue Personnel Protective Clothing).

10. AIRCRAFT RESCUE AND FIRE FIGHTING: Operation Requirements 139.319

1. Equipment and Training

The airport ARFF vehicles are inspected and maintained by airport personnel.

All personnel qualified for ARFF response are given training on the operation of the ARFF vehicles and on fire fighting techniques. Training is provided through airport training personnel, Connecticut State certified fire instructors or other personnel having experience in instructional technique and material.

Protective clothing is maintained so it can be readily available for up to four emergency response personnel at the scene of an accident.

The Oshkosh T-1500 is the primary response vehicle in the event of emergency. Trained airport personnel man and operate the initial response vehicle (Oshkosh T-1500) during the course of an emergency.

The TWEED New Haven 1996 Oshkosh T-1500 is a substitute vehicle for the 1991 Oshkosh T-1500. Until such time personnel from the Bridgeport Fire Department arrive on the scene with additional equipment, trained airport personnel can man and operate the backup vehicle during emergencies. The response time for the City Fire Department is approximately 6 minutes.

Squad 5 of the Bridgeport Fire Department responds to airport emergencies and travels approximately 5 miles. Back-up equipment is available from the Town of Stratford (headquarters) station and can reach the airport boundary in approximately three minutes from time of notification.

2. Operational Requirements

If an increase in the average daily departures or the length of air carrier aircraft would result in an increase in the Index required by FAR 139, the Airport shall comply with the increased requirements before authorization is given to the air carrier concerned.

A. Vehicle Communications. Both ARFF vehicles are equipped with two-way radio equipment for communication with:

- 1) The ATCT.
- 2) The Bridgeport and Stratford Fire Departments.

B. Vehicle Marking and Lighting. Both ARFF vehicles are equipped with a flashing or rotating beacon and are painted in colors to enhance their recognition in comparison to the environment.

C. Vehicle Readiness. At least one ARFF vehicle and its systems are maintained in an operational condition during all air carrier operations by airport, fire or outside contractual individuals. Should both ARFF vehicles become inoperative, a NOTAM will be filed and all efforts will be made to substitute a vehicle having at least the minimum capabilities in agent quantities, discharge capabilities, and communications outlined in FAR 139.319.

If substitute equipment is not available, Airport Management shall notify the FAA Regional Airports Division through the Airport Certification Inspector or FAA Regional Office and each air carrier serving the airport. If ARFF capability is not restored within 48 hours, the airport, unless otherwise waived or exempted by the FAA, shall restrict air carrier operations at the airport until such time that ARFF capabilities are restored.

Both airport ARFF vehicles are primarily stored in a heated maintenance facility east of the terminal building as protected from the elements.

3. Response Requirements. Sikorsky Memorial Airport personnel will respond during periods of air carrier operations to each emergency for which procedures have been established in the Airport Emergency Plan. Airport personnel will demonstrate compliance with the response requirements of FAR Part 139.319 when requested by the FAA. The stationing of the vehicle shall be such to allow a response within 3 minutes from the sound of the alarm to the application of water, foam, or chemical at a point comparable to the midpoint of the furthest runway.

Air carriers are required to contact airport management one hour before arrival for prior permission to operate. In the event such permission is granted, airport management will have personnel available for emergency notification and response.

4. Off-Airport ARFF Responses. An off-airport response to an aircraft accident or incident is at the trained judgment of the responding individuals in the ARFF vehicle. In the event the ARFF vehicle does leave the airport boundaries, the trained ARFF individual shall request ATCT to file a NOTAM precluding air carrier operations until such time that the ARFF vehicle returns to the airport or a second ARFF vehicle is properly manner.

5. Rescue and Firefighting Personnel Training and Qualification. Each person assigned to rescue and firefighting duty will be trained in the following subject areas prior to assignment to either temporary or permanent duty. Annual re-current training will be conducted in the same subject areas. The airport manager or designated trainer officer is responsible for ensuring that recurrent training is provided to the ARFF trained individuals.

Training records are maintained in each subject area below:

- 1) Airport familiarization (i).
- 2) Aircraft familiarization (ii).
- 3) Rescue and firefighting personnel safety (iii).
- 4) Emergency communications (iv).
- 5) Use of fire hoses, nozzles, and turrets (v).
- 6) Application of extinguishing agents (vi).
- 7) Aircraft Evacuation Assistance (vii).
- 8) Firefighting Operations (viii).
- 9) Adapting Structural Equipment (ix).
- 10) Aircraft Cargo Hazards (x).
- 11) Airport Emergency Plan (xi).

6. Live Fire Training. All rescue and firefighting personnel participate in live-fire training at least once every 12 months.

7. Medical Training. Fully trained Bridgeport Fire Department and Emergency Ambulance personnel respond to the airport in an emergency. At least one of these on-duty personnel is current in emergency medical care to the level of Emergency Medical Technician (EMT). These individuals have had training that includes 40 hours covering at least the following areas:

- 1) Bleeding
- 2) Cardiopulmonary resuscitation
- 3) Shock
- 4) Primary patient survey
- 5) Injuries to the skull, chest, and extremities
- 6) Internal injuries
- 7) Moving patients
- 8) Burns
- 9) Triage

8. Emergency Notification. The alarm siren is tested daily by the ATCT. Any malfunction is to be promptly reported to the Airport Manager for immediate repair. A backup alert system is utilized through the use of a radio or beeper system.

In an emergency, Tower personnel will perform the following duties per Letter of Agreement dated March 1, 1992:

- A. Activate siren.
- B. Advise by "hot line" of nature and location of emergency.
- C. Alert Emergency Reporting Service.
- D. Direct emergency equipment to accident on 121.9 MHz and/or ERS frequency.

10. Emergency Alerting System. The Emergency Alerting System is originated at the Air Traffic Control Tower (ATCT). ATCT personnel activate a dedicated alarm system that initiates notification of an ARFF response. The alarms are located in the airport manager's office, the police booth, the operations trailer, and the maintenance garage. The alarm further induces a tone signal across the FM radio frequency that is monitored by ARFF response individuals. The ATCT also contacts the City of Bridgeport emergency reporting systems (ERS) through a direct line.

The ERS notifies the City of Bridgeport Fire Department. The Stratford Fire Department monitors the Bridgeport fire response frequency for standby assistance or is informed of the need for response through the ERS.

During non-ATCT hours, the alerting system can be activated through the ERS by dialing 91 on any standard telephone. FAA AFSS can initiate emergency response by calling Bridgeport ERS and will also notify airport personnel by standard telephone line.

11. Personnel Availability. The following airport personnel are currently ARFF trained:

Willie McBride
Thomas Norko
Jean Paul Chacur
Kyle Hoffman

11. HAZARDOUS MATERIALS STORAGE AND HANDLING 139.321

The management of Sikorsky Memorial Airport does not act as a cargo-handling agent. Fixed Based Operators, airlines, and other fueling agents authorized by the Airport Manager are responsible for the receiving and handling of all cargo shipped through their facilities. A copy of the Emergency Response Guidebook issued by the Federal Department of Transportation (DOT P 5800.5) is kept on file in the Airport Operations Office and in the emergency vehicles for quick reference.

Hazardous material that is intended to be shipped or is being shipped by air is not authorized on Sikorsky Memorial Airport without prior permission from the airport manager. Hazardous materials not allowed by agreement with the Airport Manager or hazardous material to be brought onto the airport by an unauthorized cargo agent will require notification and coordination with the Bridgeport Fire Department. Airport Rescue and Firefighting personnel will be alerted and made available to stand by during loading and unloading under the direction of the Fire Chief, City of Bridgeport.

During periods when hazardous cargo is shipped into or out of Sikorsky Memorial Airport, safe material handling is required. The following procedures will be followed in the shipping or storage of hazardous material:

1. Only those persons trained and certified in handling hazardous materials in accordance with their airline operating certificate and Federal Aviation Administration / Department of Transportation regulations shall be allowed to handle these materials.
2. Cargo handling agents authorized by the Airport Manager will accept only cargo that the shipper assures can be handled safely. The agents will follow any special handling procedures included in the instructions by the shipper or as regulated by the Federal Department of Transportation.
3. Storage of hazardous cargo shall be in areas consistent with and in conformance with applicable regulations regarding the use of the type of hazardous substance. The Fire Marshall, City of Bridgeport, will interpret and apply the regulations as necessary. The Airport Manager has the right to preclude any storage of hazardous material on the airport.
4. Assistance in the determination or handling of hazardous material can be obtained through CHEMTREC at 1-800-424-9300.
5. A statement of assurance that hazardous articles or materials received for shipment or storage are safe to handle will be signed by the shipper and contain any special handling instructions required to assure safe shipment or storage.
6. Identified on Exhibits 11AI and 11AII are the locations of the FBO's fuel storage areas and other hazardous material locations.

Standards for Storage & Handling of Fuel

All aviation fuels on the airport are handled and dispensed by the Fixed Base Operators (FBOs), except for those instances where written approval is given by the Airport Manager for self-fueling under the Federal Aviation Regulations Part 61.

The following standards will apply to the storage and handling of fuel, lubricants and oxygen not intended for cargo transport:

1. Proper bonding of aircraft, vehicles and facilities will be performed during fueling operations to reduce the potential for inadvertent static discharge during fueling operations.
2. Public protection shall be provided by the following identification of fuel, oil and oxygen handling areas:
 - a. All fuel loading/unloading areas, storage areas, and fueling vehicles shall be posted with NO SMOKING and FLAMMABLE (or the DOT hazardous material placard: JET A - 1863, JET B - 1223, AVGAS - 1203) signs. Placards or color-coding (Jet fuel - black; Avgas - blue) is to further designate the type of fuel where appropriate. Fuel trucks shall have the quantities identified on the sides of each vehicle.
 - b. Any fuel spillage is to be contained in the immediate area and is to be reported expeditiously to the Airport Manager's office or representative on duty. The fueling agents will make themselves aware of any applicable Department of Environmental Protection regulations relating to fuel spills and the requirement for notification to the DEP by the fueling agent of any fuel spillage. The Bridgeport Fire Department responds to fuel spillage incidents when requested.
 - c. Each fueling agent and their personnel are to prevent potential ignition sources from being displayed or operated in close vicinity to fueling operations or fuel storage facilities. Parking of cars or aircraft within ten feet of fuel storage facilities is prohibited.
 - d. Each fueling agent and their personnel are to ensure that fueling is not performed in a closed environment such as a building, hangar or T-hangar facility. All fueling is to be accomplished outside and away from potential ignition sources.
 - e. Each fueling agent and their personnel are to park mobile fuelers no closer than 10 feet from each other or not closer than 50 feet from any building. Pavement markings are to be placed within the fueling agent's controlled leased area to identify where parking is acceptable for fuel vehicles.
 - f. While on the general aviation ramp by the terminal building, each fueling agent and their personnel will remain with the fueling vehicle at all times. No fueling vehicle is to remain unattended in the general aviation ramp area unless parked in the space exclusively provided for that purpose (near ARFF/maintenance garage).

3. Control of access of fuel storage areas is to be provided or regulated. Access control may be provided by the following:

- a. Control is to be provided through the use of placards/markings and by fencing or other physical barriers. Fuel storage areas are to be monitored on a regular basis by fueling agent personnel to preclude unauthorized personnel from the storage areas. Fuel storage areas are to be locked when not in use to prevent unauthorized entry or tampering.
- b. Fueling vehicles are to be parked in secured or regulated areas. A designated parking area is to be outlined by all fueling agents on their premises.

4. Provisions for fire safety in the fuel farms or storage facilities are to be provided in accordance with the following:

- a. Fuel storage areas and unloading/loading stations will be free of materials, equipment, functions, and activities, which could be ignition sources.
- b. Piping will be underground or reasonably protected from damage by surface sources. Piping shall be identified as to type of fuel if not otherwise apparent.
- c. Fuel storage areas and unloading/loading stations will be equipped with a minimum of two accessible fire extinguishers, each at least 20 BC rated. Fire extinguishers shall be inspected as recommended by the manufacturer or City fire codes.
- d. Electrical equipment, switches, and wiring in fuel storage areas and unloading/loading stations will be explosion proof and reasonably protected from heat, abrasion, or impact which could be an ignition source.
- e. Piping, filters, tanks, and electrical components will be bonded together and interconnected to an adequate ground.
- f. Unloading/loading stations will be equipped with a bond/ground wire with appropriate clip for grounding tankers and mobile fuelers.
- g. All fueling equipment is to be kept in good operating condition and free of fuel leaks.
- h. Loading stations will be equipped with a deadman control which requires the positive continuous action of an operator to allow the flow of fuel.
- i. Fueling stations will be equipped with a boldly marked emergency fuel cutoff, capable of overriding all other control and stopping all fuel flow with one physical movement.

5. Provisions for fire safety on mobile fuel vehicles and/or fueling cabinets are to be provided in accordance with the following:
- a. Standard hazardous material placards or letters at least 3 inches high to show flammability are to be posted or marked on two sides.
 - b. Mobile fuelers will be marked with letters at least 3 inches high on both sides identifying the type of fuel and the capacity in gallons.
 - c. A "NO SMOKING" sign will be visibly placarded in the cab of mobile fuel vehicles.
 - d. Fueling pits & cabinets will be posted with a "NO SMOKING" sign.
 - e. Mobile fuelers will be equipped with a minimum of two fire extinguishers at least 20 BC rated, each accessible from different sides.
 - f. Fueling pits & cabinets will be equipped with a minimum of two accessible fire extinguishers, each at least 20 BC rated. Fire extinguishers shall be inspected as recommended by the manufacturer or City fire codes.
 - g. Mobile fuelers will be equipped with an emergency cutoff system capable of overriding all other controls and stopping all fuel flow with one physical movement. Emergency fuel cutoffs should be boldly marked.
 - h. Mobile fuelers will also be equipped with a tank bottom outflow cutoff valve, which can block fuel flow in the event of piping rupture or valve failure.
 - i. Fuel tanks on mobile fuelers will be equipped with gasketed dome covers, which contain an emergency vapor pressure relief valve and are adequate to prevent fuel spillage during vehicle movement.
 - j. Electrical equipment, switches, and wiring on mobile fuelers, pits, and cabinets will be reasonably protected from heat, abrasion, or impact, which could be an ignition source.
 - k. Mobile fuel vehicles, pits, and cabinets will be equipped with bonding wires/clamps to facilitate prompt, definite electrical bonding connections to aircraft being fueled.
 - l. Fuel systems on mobile fuelers will have electrical continuity between all metallic or conductive components. Fuel systems on pits and cabinets will also have electrical continuity between all metallic or conductive components and, in addition, will be permanently grounded.
 - m. Fuel system piping on mobile fuelers, pits, and cabinets will be reasonably protected from impact/stress, which could cause fuel spillage.

- n. All fueling equipment is to be kept in good operating condition and free of fuel leaks.
- o. All nozzles on mobile fuelers, pits, and cabinets will have a deadman fuel-flow cutoff feature.
- p. Mobile fuelers will be equipped with a leak-free exhaust system terminating in a standard baffled muffler. Mobile fuelers will contain no feature that would allow fuel or concentrated fumes to contact exhaust system if overfilled.
- q. Mobile fuelers will be equipped with an integral brake safety interlock system or other device that will prevent the vehicle from being moved unless all fueling nozzles, hydrant couplers and mechanical lifts have been properly stowed. If the device is inoperative or the vehicle is unequipped with interlock braking system then wheel chocks will be used to immobilize the vehicle during fueling procedures.

Fueling and Defueling Aircraft

The provisions of this section shall be strictly enforced in all aircraft fueling operations.

The following general rules shall govern the refueling, defueling, oil service and sumping of aircraft, the placing of fuels in storage tanks or dispensers:

1. No aircraft shall be refueled or defueled while aircraft engines are running, or aircraft is being warmed by application of heat or while such aircraft is in a hangar or congested or enclosed space.
2. No person shall smoke or permit any open flames within 100 feet of any aircraft undergoing fuel service.
3. When malfunction of refueling equipment is detected, all refueling shall cease immediately and the malfunction remedied or the entire unit replaced. Any malfunction or irregularity detected on or within the aircraft being serviced will be brought to the attention of the aircraft owner or operator immediately.
4. Crews engaged in the fueling and defueling of aircraft, the filling of dispensing equipment, or dumping aviation fuels into storage shall exercise extreme caution to prevent spills. When spills occur, servicing will cease and spills will be absorbed with suitable material and removed by fueling crews.
5. Fueling pumps, meters hoses, nozzles, and fire extinguishers will be kept in excellent condition.
6. During fuel handling operations in connection with any aircraft, no less than two Carbon Dioxide or approved dry chemical fire extinguishers shall be immediately available for use in connection therewith.

7. No person shall perform, or allow performance, of any refueling operation during an electrical storm.
8. No person shall operate any radio transmitter or receiver, or operate any electrical switches or appliances, on or in an aircraft being fueled or defueled.
9. No person shall use any material or equipment during fueling or defueling of aircraft that is likely to cause a spark or ignition.
10. No person shall start the engine of any aircraft when there is any gasoline on the ground under the aircraft.
11. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with an appropriate bonding device to prevent ignition of volatile liquids.
12. No aircraft shall be fueled or defueled while passengers are on board the aircraft unless a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is open, and a cabin attendant is present at or near the open cabin door.
13. During refueling or defueling, fuel-handling vehicles shall be so placed as to be readily removable in the event of fire.
14. Each fuel-handling vehicle shall be conspicuously marked in letters of contrasting color with the word "FLAMMABLE" on both sides and rear of the cargo tank.

Compliance

Persons or organizations desiring to dispense fuel on the airport must receive written authorization from the Airport Manager. Persons authorized to dispense aircraft fuel on the airport are required to develop and submit an acceptable fueling agent manual which outlines to the airport manager the methods of fuel, oil and oxygen handling and storage operations. The manual must include procedures for the safe storage, dispensing, and handling of: aircraft fuel, oil and oxygen; fuel spills; bonding of aircraft and equipment; and the providing of fire protection.

A copy of Section 11 is to be provided to each fueling agent. Fueling agent training, tests, and inspections are to be recorded and those records made available to the Airport Manager or the Fire Marshall, City of Bridgeport.

The fueling agent manual must also include procedures to ensure that the fuel storage areas will be fenced, secured, placarded, and lighted to prevent unauthorized entry into these areas. Fuel dispensing vehicles will be stored in a secured area at all times.

The fueling agent procedures must further include a training program for all employees who receive or dispense fuel and other hazardous materials. All individuals dispensing fuel must be trained in aviation fire safety.

The fueling agent will certify on a yearly basis to the airport manager that sufficient personnel will be available to safely operate the fueling systems and to perform periodic checks / inspections essential to ensure that fueling systems are properly functioning.

All fuel facilities are inspected periodically by the fuel supplier and the general area is inspected daily by trained airport personnel listed under Section 14 of this manual. Primary daily inspection and quality control is the responsibility of the fueling agent(s) in accordance with their manual.

Inspections

The Superintendent of Operations or Operations personnel shall, at least every three months, inspect the physical facilities and operating procedures of all fueling facilities on the airport premises. He/she shall keep a record of the quarterly inspection of each facility for 12 consecutive calendar months. These inspections shall be conducted by the trained personnel noted above, who are listed on Exhibit 11B in this section. All inspection reports are kept for a minimum of one year from the date of issue at the Airport Operations Office. The inspection reports consist of two forms: (1) a Mobile Fueler Inspection Form (Exhibit 11C – Section 11), and (2) a Fuel Storage Inspection Form (Exhibit 11D – Section 11).

Inspection of Fueling Agents

Each fueling agent shall supply the Airport Manager with a copy of their training manuals with regard to fueling, and those manuals shall be kept in the operations office for inspection purposes.

Training

Fueling agent personnel operating on the airport are to be trained in the handling and storage of fuel, lubricants, and oxygen in accordance with the following:

1. At least one supervisor with each FBO engaged in handling and dispensing fuel at the airport will have completed an aviation fuel-training course in fire safety, which is acceptable to the FAA Administrator. Such an individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within 90 days of initiating duties, and receive recurrent instruction at least every 24 consecutive calendar months. All records concerning the training course and those persons who attended the course are maintained in the Airport Manager's office. If the supervisor meeting the requirements of FAR Part 139.321(e)(1) discontinues employment with the fueling agent, then the fueling agent must immediately identify to the Airport Manager a new supervisor who meets the same training requirements.

2. All other employees with each fueling agent who fuel aircraft, accept fuel shipments, or handle fuel will receive at least on-the-job training in fire safety from the supervisor who has completed an aviation fuel training course in fire safety acceptable to the Administrator. All new employees with each fueling agent will receive on-the-job training on fire safety from a qualified supervisor during their initial training program. Recurrent training will be accomplished on an annual basis.
3. Each fueling agent engaged in handling and dispensing fuel at the airport will submit certification of training to the Airport Manager once every 12 consecutive months. Certification statements will be maintained in the Airport Manager's office for 12 consecutive calendar months.
4. Fuel handler's training must contain as a minimum:
 - (1) Bonding
 - (2) Public protection
 - (3) Control of access to fuel storage
 - (4) Fire safety in fuel storage areas
 - (5) Fire safety in fuel trucks, fueling pits and fueling cabinets
 - (6) City of Bridgeport / Town of Stratford adopted fire codes

Under no circumstances shall the public or untrained or unauthorized persons have access to any fuel handling facility. All fuels and other combustible materials shall be stored inside the airport security fence.

Non-compliance

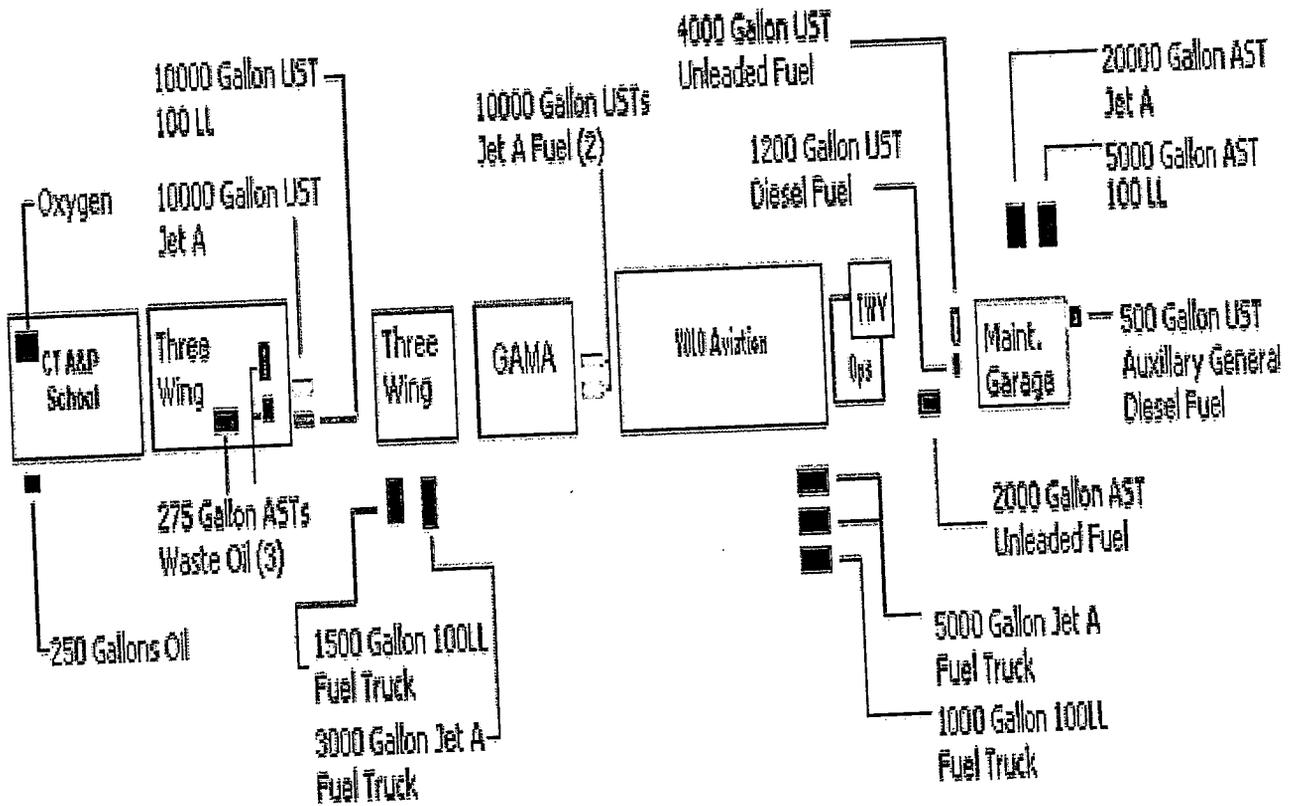
Should noncompliance with the requirements of this section be observed during any inspection of the tenant fueling facilities, those conditions are to be brought to the immediate attention of the fueling operator and the Airport Manager. Should the non-compliant condition pose a threat to persons or property on the airport, cessation of fueling operations is to be ordered until such time that the non-compliance item is corrected. Failure to comply with this section may result in the fuel-handling agent losing the privilege to accept or dispense fuel on the airport.

The Airport Manager is to notify the FAA Regional Airports Division Manager whenever fuel-handling cessation is ordered due to non-compliance, and corrective action cannot be accomplished within a reasonable period of time. The telephone number for the FAA Regional Communication Center is (781) 273-7001.

Reference to FAA Advisory Circulars

AC 150/5230-4A was referenced with regard to developing fuel storage and handling procedures at Sikorsky Memorial Airport.

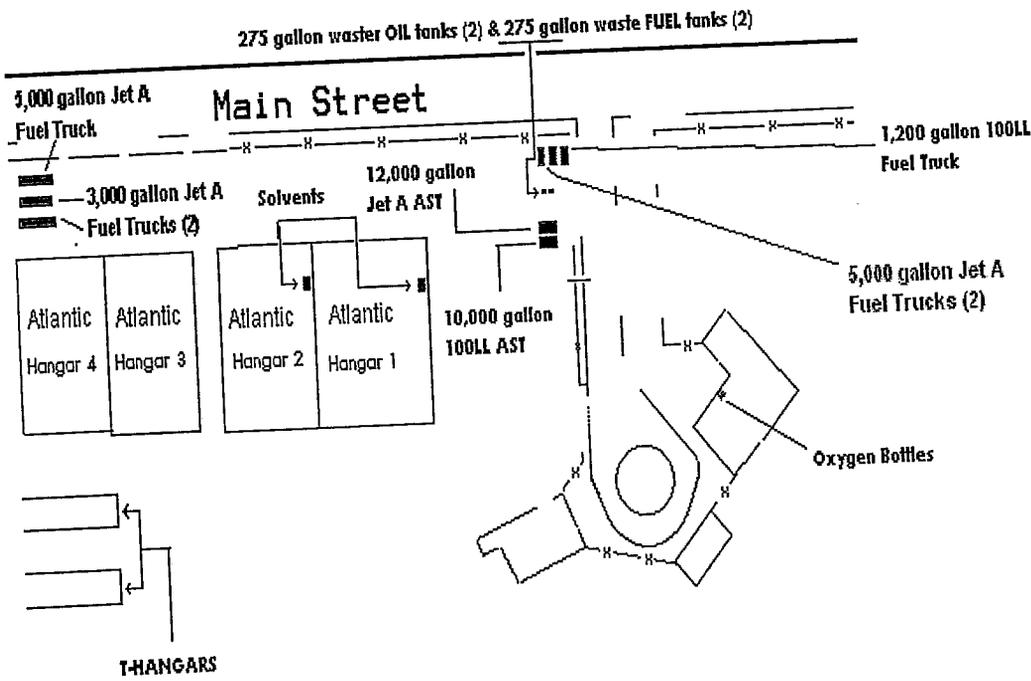
EXHIBIT 11AI - HAZARDOUS MATERIAL LOCATIONS - TERMINAL AREA



TAXIWAY ALPHA

AST = Aboveground Storage Tank
 UST = Underground Storage Tank

EXHIBIT 11AII - HAZARDOUS MATERIAL LOCATIONS - ATLANTIC RAMP



AST = Aboveground Storage Tank
 UST = Underground Storage Tank

EXHIBIT 11B - FUEL HANDLING INSPECTION PERSONNEL

The following individual(s) are authorized to conduct, every three months, inspections of fueling facilities and vehicles at Sikorsky Memorial Airport:

- 1) Stephen D. Ford, Superintendent of Operations
- 2) Willie McBride, Airport Certification Specialist
- 3) Thomas Norko, Airport Certification Specialist
- 4) Jean Paul Chacur, Airport Certification Specialist
- 5) Kyle Hoffman, Airport Certification Specialist

EXHIBIT 11C - MOBILE FUELER INSPECTION FORM



MOBILE FUELER INSPECTION

Truck No.:

FBO: _____ DATE: _____
 INSPECTED BY: _____ SIGNED: _____

Fuel Type: QUARTERLY INITIAL
 FOLLOW UP OTHER

S-Satisfactory	U-Unsatisfactory	S	U	COMMENTS
No Smoking Signs				
Flammable Signs/Placards				
Fire Extinguishers(Min. two 20-BC)				
Emergency Cutoffs/Markings				
Bonding Cables				
Fuel Leaks				
Deadman Control				
Ignition Sources				
Evidence Of Smoking				
Piping Protected				
Condition Of Hoses				
Gasketed Dome Covers				
Vehicle Exhaust System				
Vehicle Lights				
Tires/Brakes/ Interlock System				
Vehicle Parking				
Fueling Procedures Observed				
Vehicle Radio Test				
Other Remarks:				

Is Follow-up Required? Yes No Date for Follow-up/Action: _____

Vehicle Status: In Service Out of Service

Reviewed By:



EXHIBIT 11D - FUEL STORAGE INSPECTION FORM
FUEL STORAGE AREAS and Facility # _____
LOADING and UNLOADING STATIONS

FBO: _____

DATE: _____

INSPECTED BY: _____

SIGNED: _____

FUEL TYPE: _____

QUARTERLY FOLLOW UP

INITIAL
OTHER

S-Satisfactory U-Unsatisfactory

	S	U	COMMENTS
Fencing/ Locks			
No Smoking Signs			
Fuel Leaks			
Fire Extinguishers (Two 20-BC)			
Emergency Cutoff			
Deadman Control			
Bonding Cables			
Fuel System Bonded & Grounded			
Piping Protected			
Condition Of Hoses			
Evidence Of Smoking			
Ignition Sources			
Fueling Procedures Observed			

OTHER REMARKS:

Is follow-up required? YES NO

Date for Follow-Up / Action: _____

Fuel Farm Status: In Service Out of Service

Reviewed by: _____

12. TRAFFIC AND WIND INDICATORS 139.323

- A. A lighted wind cone and segmented circle is located approximately 75 feet southeast of Taxiway Alpha, between Taxiway Hotel and Taxiway Charlie. All aircraft maneuvers being conducted are of the standard left-hand pattern except for runway 29, which has a right-hand pattern. The segmented circle conforms to guidelines found in AC 150/5340-5B. The wind cones conform to guidelines found in AC 150-5345-27D.
- B. A lighted supplemental wind cone for Runway 11/29 is located on the left side in the Runway Safety Area of the approach-end of Runway 11. This location is non-standard, therefore there is an approved modification to standard. A copy of the approved modification to standard is located in Exhibit 12A.
- C. Airport Operations shall inspect the wind cones daily and note the condition of the wind cones on the Daily Safety Inspection Checklist (Exhibit 14A / 14-3).
- D. Maintenance of the wind cones and segmented circle is performed by maintenance personnel, based on any discrepancies noted on the inspection checklist mentioned in paragraph C above.

EXHIBIT 12A – SUPPLEMENTAL WINDSOCK MODIFICATION TO STANDARD

MODIFICATION TO AIRPORT STANDARDS

NUMBER: 122

AIRPORT: Igor I. Sikorsky Airport, Stratford, Connecticut

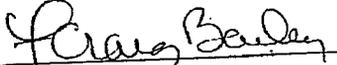
DEVIATION SUMMARY: Install Supplemental Windcone less than 250 feet from Runway 11-29 centerline to avoid tidal ditch regulated as a wetland.

STANDARD: AC 150/5340-213B, Figure 1, Location of Supplemental Windcone.

DEVIATION: Locating the supplemental windcone at the required offset of 250 feet places it within the buffer area for a sensitive tidal ditch. By placing it at 240 feet, the environmental impacts are avoided without degradation of the information provided by the windcone. The proposed location is sited, longitudinally, in accordance with Figure 1, 1000 feet from the Runway 11 end.

JUSTIFICATION: The supplemental windcone is being proposed at the request of airport users. The existing wind indicators are not visible to pilots on Runway 11. Paragraph 306a(2) of AC 150/5300-13, Airport Design requires an Obstacle Free Zone (OFZ) of 400 feet (200 feet half width). The proposed siting is outside the OFZ. Table 3.3, note 4, of AC 150/5300-13 provides for a Runway Safety Area for Approach Category C, Design Group II of 400 feet (200 feet half width). The proposed siting is outside the safety area. The supplemental windcone will be frangibly mounted.

RECOMMENDED BY:

 1/13/04
F. Craig Bailey
Senior Project Manager

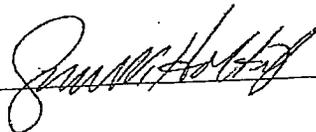
JAN 22 2004

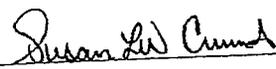
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Igor I. Sikorsky Memorial Airport
Modification to Standards No. 122

COORDINATION:

DATE:

for ANE-200  Jan 15, 2004

BOSFPO  1-21-04

APPROVED BY:  1-26-04
Vincent A. Scarano
Manager, Airports Division



Memorandum

11147775

08. December, 2003

Craig Bailey, Project Engineer
FAA/Airports Division
12 New England Executive Park
Burlington, Massachusetts, 01803

Re: Supplemental Wind Cone: Request for Modification of Standards
Taxiway Improvements: AIP 3-09-0002-16
Sikorsky Memorial Airport - Stratford, Connecticut

Dear Craig,

The design of the reference project includes the placement of a supplemental wind cone for Runway 11-29. According to Advisory Circular 150/5340-23B, the preferred location of this facility is 250 feet left and between 1000 and 1500 feet of the runway threshold (see figure 1, A.C. 150/5340-23B). At the Sikorsky Airport the runway offset location is compromised by the wetland limits of a tidal ditch and wetland, which runs approximately 253 feet left of Runway 11-29. Due to the fluctuation and limitation inherent in delineating a wetland, URS is applying for a modification of standards for the placement of the supplemental wind cone at a distance of 240 feet from the runway centerline. This ten foot difference from the standard will allow for all construction activity to occur outside the wetland limits; hopefully, reducing the environmental oversight of the overall project. The supplemental wind cone (FAA Specification L-806) will be placed on a frangible coupling and will not pose an unwarranted hazard to aircraft.

Sincerely,
URS Corporation,

Gerald W. D'Amico, P.E.
Senior Airport Engineer

Enc:

cc: John Ricci, Sikorsky
Gary Nash, URS

URS Corporation
P.O. Box 96
Roxbury, VT 05669-0096
Tel: 802.485.4735
Fax: 802.485.4226

4645

[sikorsky/taxiway1112]

DEC 16 2003

Airport Emergency Plan

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13. AIRPORT EMERGENCY PLAN 139.325

In the event of an emergency situation at Sikorsky Memorial Airport, the Airport's Emergency Plan will be immediately activated as outlined in the ACM. The City's designated Emergency Management Coordinator will be responsible for implementing the provisions of this plan.

Sikorsky Memorial Airport falls under the auspices of the City of Bridgeport's current Emergency Operations Plan (EOP) that is prepared and maintained by the Office of Emergency Services. Copies of the City of Bridgeport Mass Casualty Incident Plan are on file in the Airport Manager's office. Response for all emergencies are channeled through the City of Bridgeport's Emergency Reporting Center (ERC) which is staffed 24 hours a day, seven (7) days a week. ERC personnel are responsible for determining the various agencies to be contacted based upon the nature of the emergency that arises. Formal "Letters of Agreement" regarding airport emergencies have been developed between the fire and police agencies involved and the City of Bridgeport Office of Emergency Services. These "Letters of Agreement" are kept on file in the Airport Manager's office.

<u>Participating Agencies</u>	<u>Telephone #</u>
FAA 24-hr Communication Line	781-238-7001 (New England Region) 718-553-3100 (Eastern Region)
Bridgeport Fire Dept.	203-367-5351 or 911
Stratford Fire Dept.	381-6969
Bridgeport Police Dept.	367-5351 or 911
Stratford Police Dept.	385-4100
Office of Emergency Management	576-8376
C-Med (Supervisor)	338-0762
FBI	203-777-6311 (24-Hours) 333-3512 (Monday-Friday)
State Police	203-696-2500
State Police, Aviation Division	860-537-7570
Chief Pilot	860-566-5377
Coast Guard	203-773-2400 468-4403
ATCT	203-378-4106
FAA-FSDO	860-654-1000
NTSB	973-334-6420
Department of Transportation	860-594-2000 (day / office)
Bradley State Police	860-627-3340
Bradley Fire	860-627-3360
Airport Management	203-576-8161
US Postal Service	332-5302
Bridgeport EMS	367-5351 or 911
Transportation Security Administration (TSA)	866-289-9673

- The airport ARFF vehicle(s) respond(s) to emergencies at the airport as noted in Section 13 and other sections of this manual.
- The Bridgeport Fire Department is responsible for the establishment of the airport on-site incident command center, based on the specific emergency.
- All areas of the airport that are impacted by the emergency are to be inspected, as indicated in Section 14 of this manual, subsequent to the emergency and prior to returning to normal operations. More specific actions and responsibilities are detailed in the "Letters of Agreement" in the "Airport Emergency Plan" dated March 1, 1992, and are also included within this section.
- A copy of the airport Grid Map is depicted in Exhibit 13A at the end of the section. BFD and ambulance will stage at the Maintenance Garage (G5), and Stratford Fire and EMS will stage at Taxilane Echo (G4).
- AC 150/5200-31A was referenced regarding the development of the Airport Emergency Plan for Sikorsky Memorial Airport.
- The Sikorsky Memorial Airport Emergency Plan has been distributed to all key departments and personnel.

1. Aircraft Accidents and Incidents

- A. Airport management will close all affected areas of the airfield as required. NOTAMs will be issued by airport management, and the FAA will be contacted directly by airport management or through the ATCT or AFSS. Airport management shall be in charge of the scene until relieved by a ranking official of the Bridgeport or Stratford Fire Department. Airport management shall report to the on-site command center to act as the airport liaison.
- B. During the hours that the ATCT is in operation, the ATCT controller will activate the ARFF alarm and notification through a direct line alarm hookup to the airport police booth, maintenance building, airport operation's office and Airport Manager's office. In addition, a direct line to the ERC will be activated by the ATCT controller.
- C. During the hours when the ATCT is closed or at any other time, airport personnel can activate the ARFF response by direct line to the ERC via a standard telephone line (203-367-5351 or 911), cell phone, or by two-way radios, either by a portable or by vehicle directly to the ERC. These radios are maintained in all emergency response vehicles and in the Airport Operations Office.

2. Bomb Incidents

A. Bomb Threat - General

Upon receiving a bomb threat, the individual receiving the call shall attempt to gather all information possible regarding the threat. Specifically, information listed below is sought:

- bomb location
- bomb description
- time and date
- source of threat
- other pertinent information

This information is presented to one of the Airport Certification Specialists, or other on duty personnel, and appropriate emergency response actions are initiated. When the threat is made at this facility, the individual involved is to be searched, detained, and arrested by local law enforcement authorities if the circumstances warrant. All appropriate agencies shall be notified of the occurrence of the incident as necessary, which shall include the TSA.

B. Bomb Threat - Airplane

When a bomb is discovered on an airplane, the aircraft shall be directed by the ATCT to the approach end of Runway 11 or the approach end of Runway 6, depending on runway in use and taxi time. All passengers shall be deplaned and evacuated at the discretion of the pilot-in-command.

The appropriate runway shall be closed and response agencies will be notified.

A command post shall be established under direction of the on-scene incident commander.

The airplane shall not be moved until a determination is made by the on-scene commanding officer that the threat has been negated.

C. Bomb Threat - Terminal, Ground Vehicle, or Other Airport Property

Upon notification of a bomb or the threat of a bomb being in any of the above locations, ATCT personnel shall be contacted immediately to initiate standard notification procedure. During non-tower operating hours, the individual discovering the threat shall notify the Bridgeport ERC.

A perimeter of 500 feet will be established surrounding the reported bomb location and the area will be evacuated.

A command post shall be established as appropriate. The airport shall remain closed until a decision is made by the on-scene Commanding Officer and airport management that safe operations can be resumed.

3. Structural Fire Procedures and Fires at Fuel Farms and Storage Areas

Upon receipt of notification or alarm, the on-duty airport personnel shall respond to the site to assist when possible and ensure the safety of airport operations during the incident.

Standard response notifications are made via radio or land line to the ERC, and response is undertaken by Bridgeport and/or Stratford Fire Departments in accordance with standard operating procedures for fire response by the City of Bridgeport Fire Department.

Areas affected by emergency vehicles or smoke will be closed accordingly.

4. Natural Disaster Procedures

At first warning of a natural disaster, the airport will coordinate with the City of Bridgeport Office of Emergency Services to provide an evaluation of the impact of the event.

All tenants and aircraft owners shall be notified to the extent practicable. All airport-owned buildings will be checked for security, and emergency supplies will be checked and replenished as necessary.

5. Hazardous Materials and Dangerous Goods

These emergencies are most appropriately responded to in the context of the City of Bridgeport Emergency Response Plan, which is on file at the Airport Manager's office. The following shall be immediately undertaken by airport personnel on duty:

- A. The ERC will be notified and an evacuation of the area directed immediately.
- B. Airport management or police and fire personnel on-site will notify to the extent practicable other airport tenants and employees.
- C. Protection of essential equipment will be arranged, if possible, by airport management.

6. Sabotage and Other Interference

The first responsibility under this or any other emergency condition is to provide a safe environment to people utilizing Sikorsky Memorial Airport. Standard notification to the ERC will be initiated by the ATCT personnel or, during non-tower operating hours, by the discovering individual.

Airport management will be in charge at the scene until relieved by a ranking officer of the Bridgeport Fire or Police Department or law enforcement agency having jurisdiction. In addition, the TSA shall be notified. Airport personnel will assist these agencies.

Affected areas are to be cordoned off at the direction of the on-scene commander. Airport management will ensure that the Air Carrier ramp area is secured. In consultation with the Incident Commander, airport personnel will notify airport tenants and operators of aircraft that are on the ground during the incident.

Aircraft and other facilities will be inspected / searched by their crews and Bomb Squad personnel as appropriate prior to operation of those aircraft, or occupancy of buildings, in case a second act of sabotage was initiated but not discovered. Airport management is to notify the agencies listed on page 13-1.

7. Movement Area Power Failures

Sikorsky Memorial Airport is equipped with a 100-Kilowatt emergency power generator. The generator is available to power the parking lot lights, airfield lighting system, airport beacon, fence line obstruction lights and wind cone indicator. In the event of a power failure and the emergency generator fails to function or the generator does not power equipment that affects air safety, the Airport Manager will ensure that appropriate NOTAMs are be issued to inform air traffic and airport users of the power failures affecting aircraft movement areas. Sikorsky Memorial Airport cannot provide power during power failures to any NAVAID system or other airport facilities except the Operations Center.

In the event of power failure, the discovering individual is to notify immediately the Airport Manager or the Superintendent of Operations. Upon direction, the city electrician and/or United Illuminating will be contacted to initiate emergency repairs if necessary.

8. Water Rescue

Sikorsky Memorial Airport is located in a coastal wetlands area. Emergency response to this area is the responsibility of the Bridgeport or Stratford Fire Departments depending upon the location of the accident. The terrain in the wetlands area generally precludes the use of vehicles or vessels.

Upon report or observance of an accident in the marsh or water area, the Bridgeport ERC will be contacted. The ERC activates the standard Bridgeport Fire Department response and informs Stratford Fire Department as necessary. The ERC also contacts the Coast Guard Station and the Bridgeport Harbormaster. The Coast Guard has primary responsibility for water rescue. The Coast Guard Station is staffed 24 hours a day, seven days a week.

The City of Bridgeport has upon request or direction by the on-scene commander two former military LARK vehicles, one 21-foot rescue cruiser, and a 12 foot Zodiac rescue boat available for emergency response.

9. Emergency Medical Services

The ERC has a "fan-out" procedure that initiates calls to the appropriate emergency response agencies and medical facilities. The ERC has the ability to immediately activate the EOP. The agency responsible for coordination and dispatch of all Emergency Medical Response Teams to individuals or mass casualty incidents is the American Medical Response/Bridgeport Ambulance Service (AMR/BAS). C-Med is responsible for coordinating the transportation of casualties to area hospitals. In the event of a situation requiring activation of C-Med, the on-site C-Med activities are coordinated and directed by the senior medically-trained person who becomes the Triage Officer designated by the City of Bridgeport.

10. Medical Assistance Transport

Medical assistance is provided by the City of Bridgeport and Bridgeport Ambulance Service with qualified paramedics and Emergency Medical Technicians (EMT). Medical assistance is activated through the ERC which in turn has immediate direct communication links to AMR/BAS. AMR/BAS, based upon its mutual aid agreements with 14 area communities, provides emergency medical services and is able to order additional emergency medical personnel to the disaster scene. In addition, these same responding emergency medical service teams are capable of providing ground transport to area hospitals. C-Med maintains constant contact with all responding emergency medical teams and area hospitals through its Communication Center. All casualty transport activities are coordinated by the on-site Triage Officer and C-Med Communication Center. Emergency medical teams transporting casualties are radio-equipped for constant communication with the C-Med Communication Center or the assigned hospital. C-Med also has direct communication link for ordering an air medical evacuation (helicopter) of a casualty.

11. Hospital and Medical Personnel

C-Med is responsible for notification to area hospitals of a multiple casualty disaster. All other coordination regarding bed availability, injury status, and medical facilities capable of handling each particular casualty is also handled by C-Med. Due to the close proximity of Sikorsky Airport and its immediate surrounding area to the majority of the area hospitals (less than 15 minutes ground time), specialized medical personnel are not generally required at the disaster site.

Listed below are area hospitals which are involved in C-Med's disaster response planning.

Bridgeport Hospital
267 Grant Street
Bridgeport, CT 06602
Telephone 384-3566

St. Vincent's Medical Center
2800 Main Street
Bridgeport, CT 06606
Telephone 576-5171

- NOTE: Bridgeport Hospital is the only hospital in Connecticut with a Burn Care Unit

12. Medical Transportation Inventory

The following ambulance companies are part of AMR/Bridgeport Ambulance's Mass Casualty First Response for the City of Bridgeport area:

A. American Medical Response / Bridgeport Ambulance Telephone 332-4080	30 units
B. Nelson Ambulance Telephone 333-9433	2 units
C. Stratford EMS Telephone 385-4060	3 units
D. Trumbull EMS Telephone (203) 261-3482	3 units
E. LIFESTAR Helicopter	2 aircraft

In addition to the listed emergency medical transportation services, casualties not requiring immediate medical treatment at area hospitals can be transported by other means such as public, school, or private buses, and cars.

All notifications to the ambulance companies are via hotline through the Communication Center. C-Med has the capabilities of ordering additional units from outside the First Response Area if the number of casualties requires it.

13. Disabled Aircraft Removal / NTSB Guidelines

A. Disabled Aircraft / Degree

1. Non-structural problems, i.e., engine failure, blown tire, brake malfunction or similar situations are to be expeditiously handled by the FBO, including removal of the aircraft from movement or safety areas. No report to the FAA or NTSB is necessary.
2. Substantial damage in landing, takeoff, or taxiing must be reported to the FAA Communication Center. Notification to the NTSB is required if injuries or death occurs.

B. Removal of Wreckage

Wreckage is not to be removed prior to notification to the FAA and NTSB (in event of death). However, action may be taken to remove injured or trapped persons giving due care for the protection of wreckage from further damage or if protection of the public from injury is necessary or to prevent further damage to the wreckage itself. If neither FAA nor NTSB offices can be contacted, airport management is to make a judgment as to removal or displacement of the aircraft taking into consideration the need for public protection and airport safety needs. The Airport Manager will ensure attempts are made to record or document all available evidence (photographs, if possible) and take the necessary steps for removal.

1. The following is a list of support equipment or resources:

McClinch Crane, Inc.	259-8387 (7:00 am to 5:30 pm) 395-1099 (fax / 24-hour phone)
Smedley Crane Service Hallamore	203-562-6181 203-481-8833 617-767-2000 617-848-2277 (8:00 pm to 6:00 am) 617-858-8683 (8:00 pm to 6:00 am)
Mickey's Towing Breezy Point	336-3042 377-2092

- C. The following procedures shall be adhered to by the airport official in charge of the scene.

1. Require stand-by of ARFF and rescue vehicles.
2. Eliminate or reduce hazards or fuel spills by using extinguishing agents or by water flushing, if applicable.
3. Secure area.
4. Record or document aircraft condition and related accident information.
5. Have wreckage removed to a secure area.
6. Order clean up of the area after completion of removal operations.
7. Order or conduct a safety inspection of the area per Section 14.

14. Crowd Control

The Bridgeport and Stratford Police Departments, under a Letter of Agreement, will conduct crowd control activities. These agencies can either be contacted directly or through the ERC for assistance.

15. Holding Facilities

All uninjured passengers will be transported by the air carriers or may be escorted on foot to a designated holding area. The airport has a maintenance building that can be designated as a holding facility, which can accommodate persons uninjured or injured. A temporary morgue will be established at the maintenance garage located on the south side of the field near the Civil Air Patrol building.

16. Air Traffic Control Tower

During emergencies, constant communication and coordination will be maintained with the ATCT. Airport management stationed at the Command Center shall be the liaison between the ATCT and the command Center via hand-held Motorola FM radios, use of the Ground Control (121.9) frequency, or by telephone.

17. Emergency Alerting System

The Emergency Alerting System originates at the Air Traffic Control Tower (ATCT). ATCT personnel activate a dedicated local alarm system that initiates an ARFF response. Audible alarms are located in the Airport Manager's office, the police booth, the operations trailer, and the maintenance garage (inside and outside). The alarm further induces a tone signal, which is transmitted across an FM radio. The radio is continually monitored by on-duty ARFF personnel regardless of their location.

The ATCT also contacts the City of Bridgeport Emergency Reporting Center (ERC) through a direct line. The ERC in turn notifies the Bridgeport and Stratford Fire Departments, and a first assignment is dispatched.

During non-ATCT hours, the emergency response can be activated through the ERC by dialing 911 on any standard telephone, cell phone, or personnel can contact them by mobile or portable 2- way radio.

18. Airport Employee Response

All airport management personnel are to assist in emergency procedures, or to institute the same prior to arrival of ARFF.

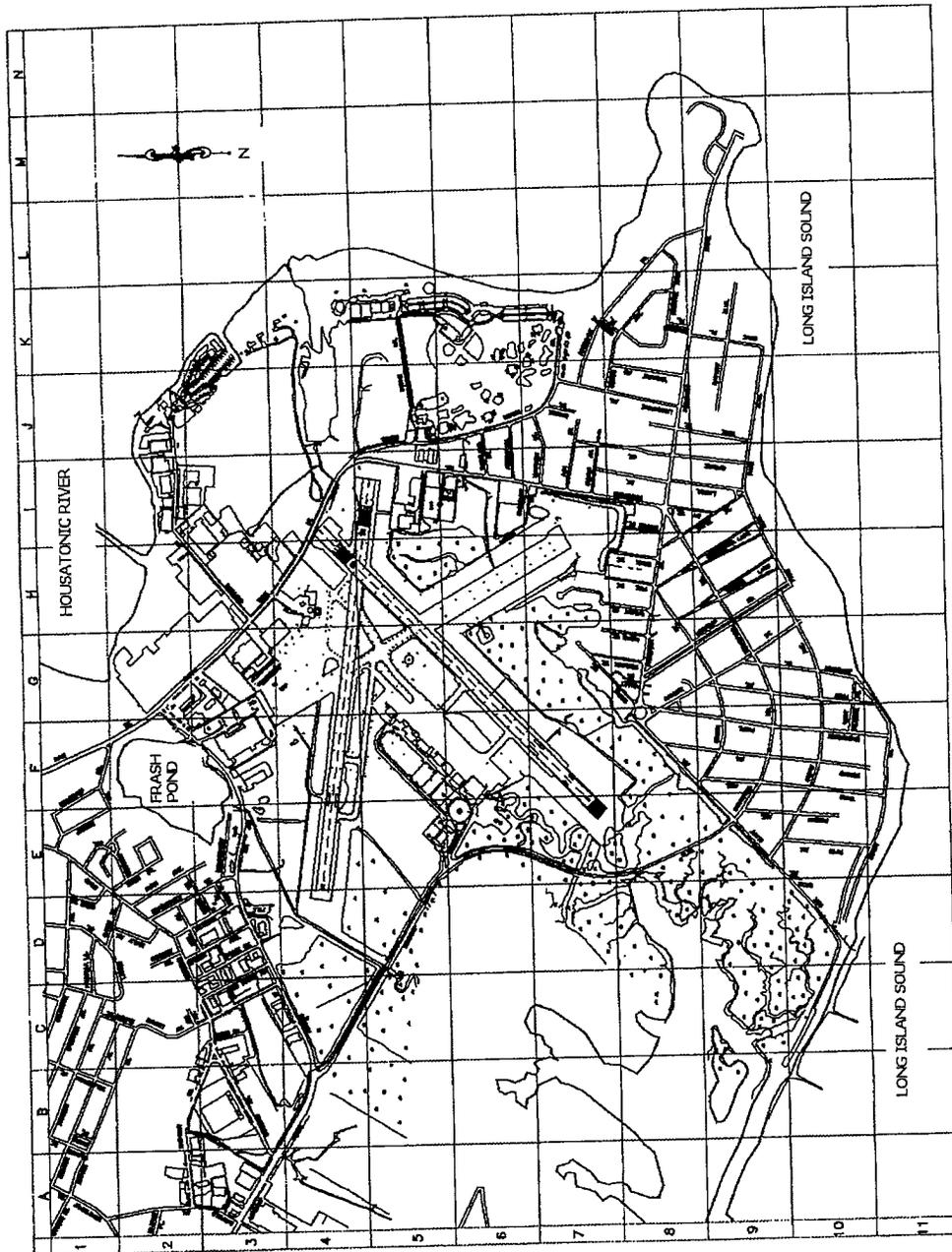
Airport Certification Specialists are to perform duties and responsibilities associated with the return of the airport to normal operating condition. Their role is to further coordinate and facilitate the emergency response, and act as airport liaison and representative until airport management instructs otherwise.

Airport maintenance personnel are to play a limited role in any emergency (i.e., crowd and vehicular control) and/or provide other assistance as directed.

19. Review of Emergency Plan

The Airport Emergency Plan will be reviewed to the extent practicable with the participating agencies at least every 12 months. A review of the AEP is due on an annual basis, and a record of the review will be retained in the offices of airport management.

EXHIBIT 13A – BDR GRID MAP



14. AIRPORT SELF-INSPECTION PROGRAM 139.327

A. The Airport Operations Personnel, Superintendent or Manager will make all inspections at the airport using a vehicle equipped with an ATCT radio and flashing light. The Airport Operations personnel will immediately schedule any condition not in compliance for repair via a written work order. He/she will also inform the Superintendent of any action requiring the assistance of non-airport staff.

B. Inspections will be made as follows:

1. Daily - Both runways, taxiways, commercial and General Aviation aprons, wind socks, and their lighting and reflector systems shall be checked daily. Airport Operations will use the supplied Daily Safety Inspection Checklist (Exhibit 14A / 14-3), to be filled out twice daily.
1. Unusual Conditions - Airport management or operations personnel will make a thorough inspection of the affected portion of the airport facility:
 - a. Immediately following an accident or incident.
 - b. When weather conditions could affect the safe operation of aircraft (snow, rain, hail, high wind, windblown debris or other weather conditions).
 - c. While construction work is going on at the airport, Airport Operations will inspect the facility each evening immediately after work has stopped for the day. He/she will verify that the contractor has left all areas in a safe condition. If operations personnel find any conditions that they feel pose a safety issue, they shall contact the contractor first and try to get it resolved. Then, if the issue is not resolved, he/she will contact the Airport Superintendent about the unsafe condition. If the Airport Superintendent deems that there is no way to correct the condition to make it safe, he/she will notify the Airport Manager, the air carriers, and put out a request through the FAA facility to issue a NOTAM on the unsafe condition.
 - d. If any other unusual conditions exist that warrants a thorough inspection of any portion of the airport facility.

C. Communicating Unsafe Conditions

Should the airport operations personnel discover any unsafe condition during their inspection, they will immediately issue a NOTAM through the Bridgeport AFSS, and then brief the following personnel as necessary on the condition, what corrective action is planned, and when the corrective action will be completed:

- The Superintendent of Operations
- The Airport Manager

The Superintendent of Operations will then brief the Airport Manager of the condition, corrective action, and time frame if necessary.

D. Assuring Qualifications of Inspection Staff

Only the Superintendent of Operations, or Airport Operations personnel who have been specifically trained in proper inspection procedures, shall make inspections of the airport facilities. While making these inspections, Operations personnel will strictly follow the procedures established by the Superintendent of Operations.

All Airport Operations personnel receive initial and annual recurrent training in the following areas:

1. Airport Familiarization.
 2. Airport Emergency Plan.
 3. NOTAM notification procedures.
 4. Inspection information contained within this section.
 5. Airfield Inspection Form contained within this section.
 6. Work Order Form contained within this section.
 7. Procedures for assessing movement areas.
 8. Procedures for filing discrepancies.
 9. FAR Part 139.327
 10. AC 150/5200-18C (Airport Safety Self Inspection).
 11. Driver Training:
- All candidates must be able to demonstrate that they can operate a ground vehicle safely on the movement area, and all associated ramps and aprons.

E. Correction of Unsafe Conditions

The Operations personnel making the inspections shall take prompt action to correct any unsafe condition that is discovered. The assistance of other city departments, if needed, will be requested through the Superintendent of Operations or the Airport Manager. If the conditions cannot be immediately corrected, Airport Operations personnel will issue a NOTAM through the Bridgeport AFSS.

F. Maintenance of Inspection Records

The Airport Operations personnel shall file and maintain for 12 months, written copies of all inspections. These records shall be made available for the FAA Airport Certification Safety Inspector. These records shall be kept on file at the Airport Manager's office.

Corrective action taken on each discrepancy found during the self-inspection shall be recorded and made available to the FAA. These records will be kept in the Airport Manager's office and maintained for a period of 12 months.

EXHIBIT 14A – DAILY SAFETY INSPECTION CHECKLIST



**Sikorsky Memorial
Airport
Daily Safety Inspection Checklist**

	Day	Night
Date		
Time		
Inspector		

X = Unstisfactory
√ = Satisfactory

Areas/Items	DAY	NIGHT	CONDITIONS & CORRECTIVE ACTIONS NEEDED:	WORK ORDER #
Runway 6-24				
Runway 11-29				
Taxiway A				
Taxiway B				
Taxiway C				
Taxiway D				
Taxiway E				
Taxiway G				
Taxiway H				
Taxiway J				
Taxiway K				
Air Carrier & GA Ramp				
North Ramp				
South Ramp				
Obstructions				
FBO's				
ARFF Readiness				
Public Safety				
Nav Aids				
Notams in Effect:			Notes to Mgt.:	

Use Diagram on Reverse to Mark or Highlight Discrepancy or Areas of Concern

May-05

EXHIBIT 14B – DAILY SAFETY INSPECTION MAP

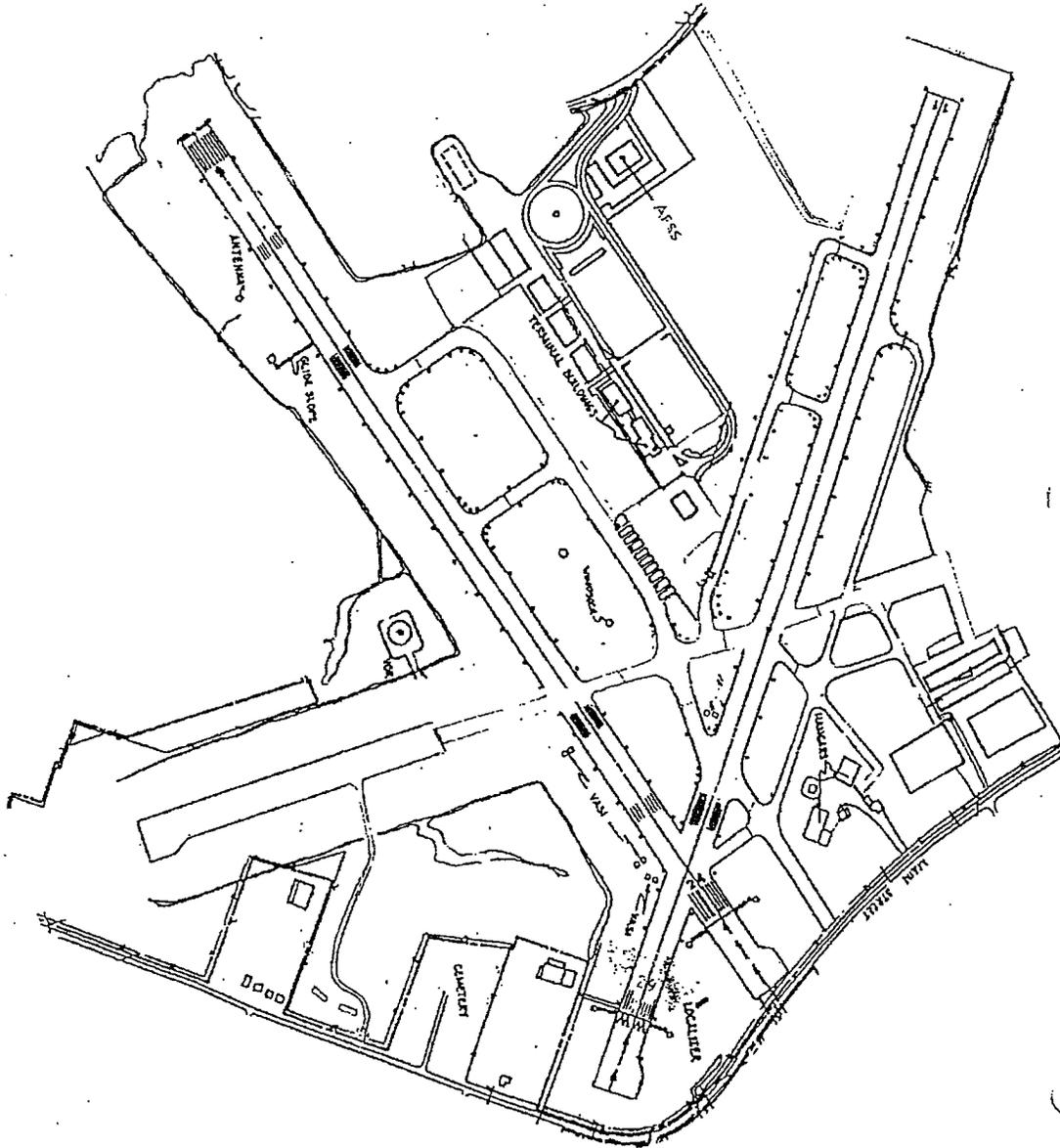


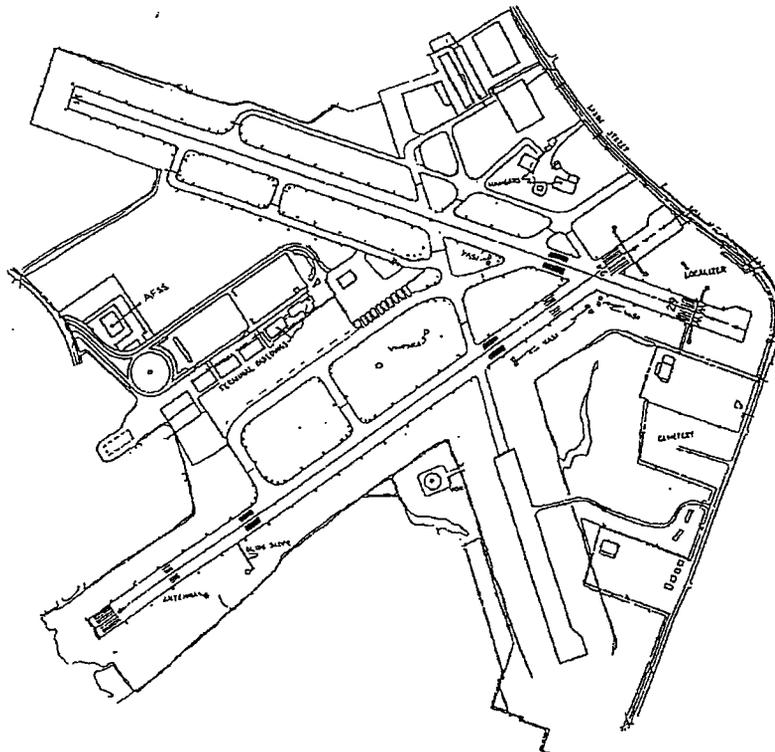
EXHIBIT 14C - MAINTENANCE WORK ORDER FORM



**Sikorsky Memorial Airport
MAINTENANCE WORK ORDER**

Number:	Priority:
---------	-----------

Requested By:			Received By:			Completed By:		
Date:	Time:	a.m. p.m.	Date:	Time:	a.m. p.m.	Date:	Time:	a.m. p.m.
Source: <input type="checkbox"/> Daily Inspection <input type="checkbox"/> Tower/Pilot Report <input type="checkbox"/> Other _____								
Description/Location:								
Inspected By:			Date:			Close Out? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Reissue # _____		



A. Limiting Access**1. Personnel and Equipment**

Pedestrians and ground vehicles authorized by Airport Management, to operate on movement areas and safety areas at the airport are limited to those pedestrians and vehicles necessary for airport operations and include the following type of vehicles:

- i. Airport owned vehicles equipped with ATCT radio. Airport owned vehicles equipped with a rooftop beacon.
 - a. FAA Airway Facilities vehicles authorized for maintenance of FAA NAVAIDs.
 - b. Authorized construction vehicles.
 - c. Fueling vehicles.
 - d. Tugs repositioning aircraft.
 - e. Non-crew, taxi certified mechanics taxiing aircraft.

Other individuals who need access to the movement areas are escorted by qualified personnel or required to complete the Airports Driver's Training and Licensing Program prior to operating a vehicle on the aircraft movement area. Copies of the Airport's Driver/Vehicle Regulations and Violation of Rules and Penalties are distributed to all employees authorized to operate a vehicle on movement areas or areas adjacent to movement areas.

2. Controls

Access to the AOA is controlled by fences and gates. Access through perimeter gates is controlled by access codes, electronic badges, or combination padlocks. Only persons authorized by Airport Management are issued electronic badge access. Airport Tenant managers are responsible for controlling pedestrians and ground vehicles in their respective leased areas that permit access to the AOA.

3. Gate Access

1.

2. Employee Access Policies

1. All employees on the airport must carry their airport badges while on the airport. Only the assigned owner of the badge shall be able to use it to gain access through security gate.
2. In the case a badge is lost or misplaced, the owner must notify airport operations staff immediately.
3. If an employee has forgotten their badge, they must contact airport operations staff for a temporary access card. Temporary access cards are issued for a specific period of time.
4. Employees are not allowed to share their airport badges.
5. All employees will visibly display their airport badges at all times while in the AOA.

Employee Escorting Procedures for Visitors without Access Cards

1. In order to prevent traffic congestion at the gate(s), prior communication will be made with the relevant airport contact to request permission for gate access.
2. All airport visitors without airport access privileges must be escorted, with direct supervision, by a valid airport badge holder while anywhere in the AOA.

Vehicle/Pedestrian Ramp Roadways

All vehicles and pedestrians shall comply with set ramp movement rules.

1. Obey all traffic control signs.
2. Yield to all aircraft.
3. Vehicles shall yield to pedestrians.
4. If unsure of proper procedures, STOP! Seek help from an airport employee or call airport operations office.
5. All airport badge holder pedestrian(s) and/or vehicles will remain clear of all movement areas at all times.

Any anticipated increase in vehicle and/or pedestrian traffic will warrant immediate notification of the airport operations staff.

B. Procedures for Ground Vehicle Operations

A Letter of Agreement with ATCT contains procedures for air traffic control of the airport movement area and is included in this section as exhibit 15A. Additional airport ground vehicle procedures are as follows:

1. Ground vehicles are required to operate under the procedures established by the Airport Management.
2. No vehicles shall be permitted on the airside unless:
 - a. It is properly marked and lighted, as outlined in 'FAA Advisory Circular 150/5210-5C, Painting, Marking, and Lighting of Vehicles Used on an Airport'.
 - b. It is in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
 - c. It has operable headlamps and brake lights.
3. Operators of any radio equipped vehicles on the movement areas must be trained and familiar with airport radio procedures prior to operating on movement areas or safety areas.
4. Vehicle operators must obtain ATCT clearance before operating on the movement areas and safety areas during ATCT normal operation hours of 0630-2200L. Self announcing shall be utilized on the CTAF (120.90 MHz) during the hours of 2200-0630L.
5. Vehicle operators at all times must monitor the radio when on movement areas and safety areas adjacent to the movement area.
6. Aircraft have the right of way on movement areas and aprons. Vehicles are required to yield to all moving aircraft unless commanded otherwise by ATCT.
7. Movement areas or safety areas under construction shall be closed to aircraft operations if possible. Operators of construction equipment shall be briefed on their procedures for operating on or near movement areas.
8. In the event ground control frequency failure, clearance on the movement areas will be

via alternate Tower frequency (120.9 MHz). For complete ATC radio failure or vehicle aviation radio failure, other communication methods may be used including the airport communication radios or calling Tower at 378-4106 and as a last resort. Tower light gun signals may be used.

Any person who does not comply with any of the provisions of the Rules and Regulations will be subject to progressive penalties for repeat violations.

C. Training of Employee Authorized to Operate on the Movement Area and Safety Areas

BDR maintains a two-tiered airport drivers program. This program takes into account the nature of the operator's occupation and the level of knowledge required to perform that occupation safely. The two different classes of driver's licenses are Class-A and Class-B.

Class-A drivers have limited access to movement areas, and are allowed to utilize taxiways and cross active runways enroute to Atlantic Aviation, North Ramp, South Ramp, East Ramp, and the Main Terminal.

Class-B drivers have access to all movement areas and safety areas when properly cleared by ATCT.

The Airport Management has prepared a Driver's Agreement that is provided to all airport employees authorized to operate on the movement area and safety areas. In addition, to ensure that all employees, tenants, and contractors are familiar with the ground vehicle regulation and consequences of noncompliance, Airport Management has developed the following airfield drivers training program:

1. Training Curriculum

New employees authorized to operate a vehicle on the movement area and safety areas are required to successfully complete the Airfield Drivers Training Program which includes classroom training and on the job training covering the following subjects:

- a. Runway Incursions and Airfield Safety
- b. Definitions and Terms used on the Airport
- c. Vehicle Operating Requirements
- d. Airport Familiarization
- e. Airport Communications
- f. Airport Radio Communications and Procedures and Aircraft Operations
- g. Review of Airport Pedestrian and Ground Vehicle Procedures and Consequences for Noncompliance.

2. Testing

To ensure all employees, tenants, and contractors have the level of knowledge required to safely perform their duties on the movement areas, Airport Management mandates all airfield drivers must pass a written and practical drivers test based on the class of drivers license required.

3. Recurrent Training

Employees, tenants, and contractors with airfield driver's privileges are required to have recurrent Airfield Drivers Training every 12 consecutive calendar months conducted by Airport Management.

D. Consequences of Non-Compliance

Any person that does not comply with any of the provisions of the Rules and Regulations will be subject to progressive penalties for repeat violations. Penalties for failure to comply with the Airside Vehicle Driving Regulations shall be as follows:

1. Receipt of 3 warnings by an operator of a vehicle in any 12-month period will automatically result in suspension of airside driving privileges.
2. Suspension of airside driving privileges shall be no less than 1 calendar day and no greater than 5 calendar days.
3. Based on an evaluation of the circumstances or the severity of a particular incident or incidents, Airport Operations reserves the exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle on the airside without regard to prior operating history.
4. Airport Operations will provide a copy of all written warnings issued to an operator to the local manager of the company owning or in possession and control of the vehicle or vehicles involved in the violation.
5. Airport Operations shall require any individual involved in a runway incursion or other vehicle incident to complete remedial airfield driver training.

E. Maintain Records

1. Training

Airport Management maintains a description and date of training completed by each individual operating in the movement areas, safety areas, or aprons. Records are maintained for 24 consecutive calendar months after the termination of an individual's access to movement areas, safety areas and aprons.

2. Accidents/ Incidents

Airport Management maintains records of accidents or incidents in the movement areas and safety areas, involving air carrier aircraft and/or ground vehicles. Records of each accident or incident are maintained for 12 consecutive calendar months from the date of accident or incident.

EXHIBIT 15A - LOA – ATC CONTROL OF AIRPORT MOVEMENT AREAS

Bridgeport FCT and City of Bridgeport, CT

LETTER OF AGREEMENT

EFFECTIVE: June 17, 2010

SUBJECT: Control of Aircraft/Vehicular Traffic on Airport Ramps, Parking Aprons,
Non-movement Areas and Movement Areas

1. **PURPOSE:** This Letter of Agreement defines those ramps, parking areas, non-movement areas, and movement areas under the jurisdiction of the airport management and procedures utilized for such.
2. **CANCELLATION:** Bridgeport FCT/City of Bridgeport Letter of Agreement, Control of Aircraft/Vehicular Traffic on Airport Ramps, Parking Aprons, Non-movement Areas and Movement Areas dated April 15, 2008.
3. **RESPONSIBILITIES:** Airport Management shall be responsible by regulations for the control of all aircraft, vehicles, and personnel on all parking areas, service roads, ramps and taxiways not identified as a movement area.
4. **PROCEDURES:**
 - a. City of Bridgeport regulations are contained in “Rules and Regulations” for Igor I. Sikorsky Memorial Airport operated by the City of Bridgeport, CT.
 - b. Instructions received from the control tower for the express movement of aircraft and vehicles on ramps, parking areas, non-movement areas, and movement areas under the jurisdiction of the airport management are of an advisory nature only and do not imply control responsibility for those areas. Aircraft and vehicle operators remain responsible for the safe operation of their aircraft or vehicles.
 - c. Airport Management shall provide the manager of the Bridgeport FCT a list of all vehicles authorized to operate on movement areas under the jurisdiction of the control tower.
 - 1) This list shall be included in this Letter of Agreement as Attachment “A” and shall be updated as needed by airport management.
 - 2) Vehicles not listed on Attachment “A” shall not be authorized on any movement area under the jurisdiction of the control tower unless previously coordinated or escorted by airport personnel.
 - d. All vehicles operating on movement areas under the jurisdiction of the control tower shall be radio equipped and maintain constant two-way communication with the control tower on Ground Control frequency 121.75 MHz.
 - 1) Vehicles not radio equipped shall be escorted by airport personnel that have the capability of contacting Ground Control on 121.75 MHz.

- 2) Vehicles equipped with flashing lights shall have those lights activated any time they are operating on ramps, parking areas, non-movement areas, and movement areas after sunset or during periods of low visibility.
 - 3) The airport manager shall ensure that personnel operating vehicles/equipment on or adjacent to, movement areas are familiar with the airport layout and procedures for operating on an airport with an air traffic control tower.
- e. Airport personnel shall coordinate with the control tower prior to performing any duties or operating equipment adjacent to any movement areas and provide the following information:
- 1) A brief description of the operation they will be performing.
 - 2) The estimated time required to perform the operation.
 - 3) The call sign of the vehicle/person responsible for communication with the control tower.

5. ATTACHMENTS:

- a. Attachment "A": A list of all vehicles authorized to operate on any movement area under the jurisdiction of the control tower.
- b. Attachment "B": A map depicting BDR Movement Areas.

MIKE BLINDERMAN
Air Traffic Manager
Bridgeport FCT
Midwest Air Traffic Control Service, Inc.

JOHN RICCI
Airport Manager
Igor I. Sikorsky Memorial Airport

**ATTACHMENT "A" -- VEHICLES AUTHORIZED TO OPERATE ON MOVEMENT AREAS
UNDER THE JURISDICTION OF THE CONTROL TOWER**

1. AIRPORT MANAGEMENT:

- RESCUE 1 - LIME GREEN OSHKOSH FIRE TRUCK #1
- RESCUE 2 - LIME GREEN INTERNATIONAL FIRE TRUCK #2
- RESCUE 3 - WHITE FORD EXPEDITION, OPERATIONS #3
- RESCUE 4 - WHITE FORD EXPLORER (Supt. of Operations)

- ALPHA 1 - WHITE CHEVY BLAZER (Airport Manager)
- ALPHA 6 - YELLOW CHEVY DUMP TRUCK
- ALPHA 7 - YELLOW FORD, PICK-UP
- ALPHA 8 - YELLOW OSHKOSH DUMP TRUCK W/16' SNOW PLOW
- ALPHA 9 - YELLOW WALTERS DUMP TRUCK W/16' SNOW PLOW
- ALPHA 10 - OSHKOSH SNOW BLOWER (a.k.a. "Snow Blower 1")
- ALPHA 11 - PAYLOADER (a.k.a. "Payload 1")
- ALPHA 12 - OSHKOSH RUNWAY BROOM (a.k.a. "Sweeper 1")
- ALPHA 14 - FORD DUMP TRUCK W/12' SNOW PLOW
- ALPHA 15 - YELLOW FORD RANGER PICK-UP
- ALPHA 16 - KODIAK SNOW BLOWER (a.k.a. "Snow Blower 2")
- TRACTOR 1 - RED GRASS CUTTING TRACTOR
- TRACTOR 2 - ORANGE MOTT GRASS CUTTING TRACTOR
- TRACTOR 3 - BLUE FORD GRASS CUTTING TRACTOR
- TRACTOR 4 - YELLOW "ZERO-TURN" GRASS CUTTING TRACTOR

2. FAA (Airways Facilities, FSDO, Security):

ALL FAA (GOVERNMENT OWNED) RADIO-EQUIPPED VEHICLES ARE AUTHORIZED.

3. ATLANTIC AVIATION:

- 1 "Texaco" 100LL TRUCK
- 4 "Texaco" JET A TRUCKS
- MAINTENANCE TUGS

4. THREE WING:

- 1 "PHILLIPS" 100LL FUEL TRUCK
- 1 "PHILLIPS" JET A FUEL TRUCK
- MAINTENANCE TUGS

5. TEMPORARY CONSTRUCTION, SURVEY & OTHER VEHICLES:

ON A TIME -TO-TIME BASIS, AUTHORIZED WITH RADIOS.

6. GAMA AVIATION:

MAINTENANCE TUGS.

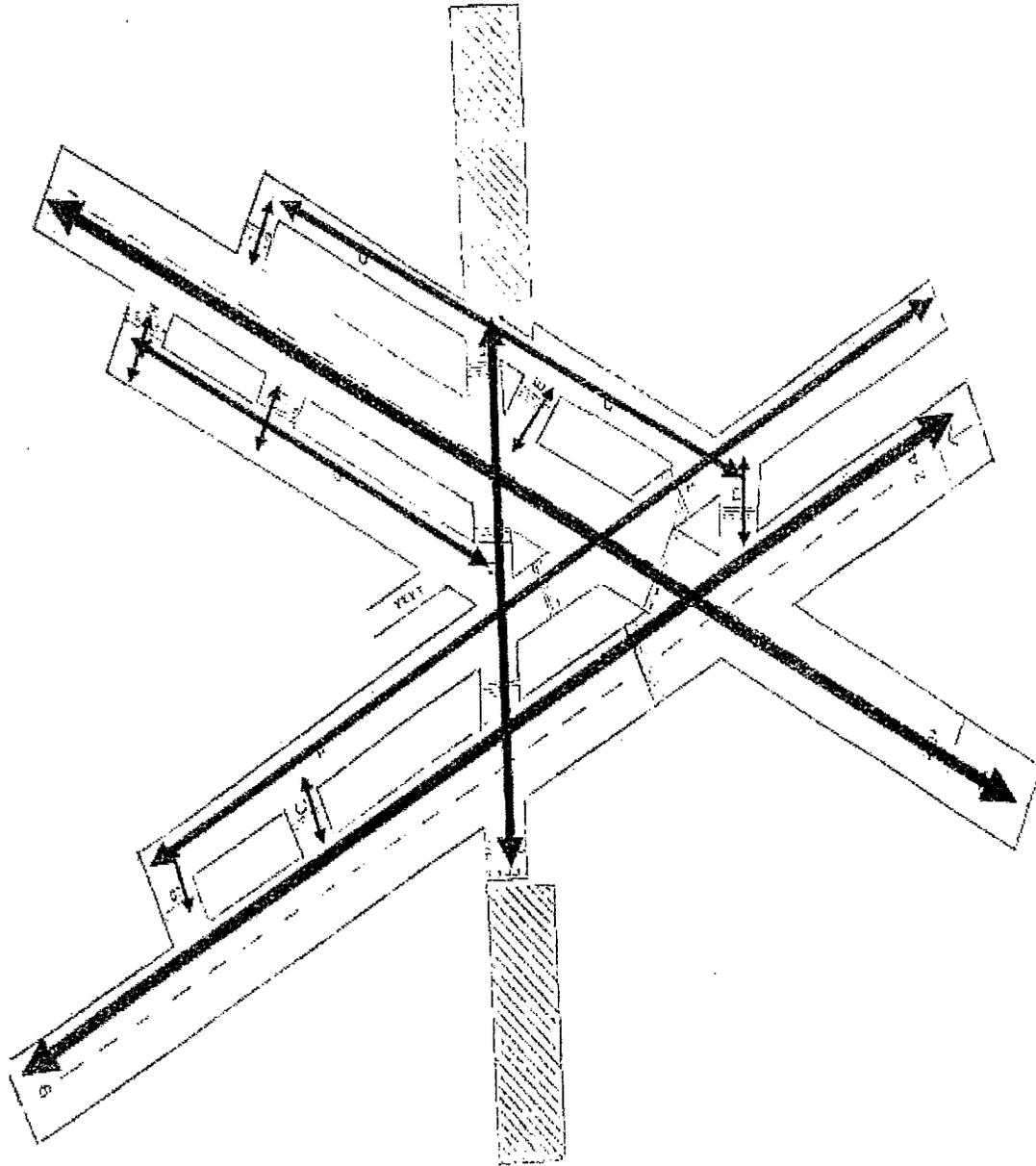
7. SIKORSKY AIRCRAFT FIRE DEPARTMENT:

Crash Trucks: Truck 5, Truck 7, Truck 16.

8. VOLO AVIATION:

- 1 "SHELL" 100LL TRUCK
- 2 "SHELL" JET A TRUCKS
- MAINTENANCE TUGS

ATTACHMENT "B" – BDR MOVEMENT AREAS
MOVEMENT AREAS ARE DELINEATED WITH GREEN ARROWS



16. OBSTRUCTIONS & OBSTRUCTION LIGHTING

139.331

A. Existing obstructions or other improvements now located in the vicinity of the airport that penetrate the Part 77 Imaginary Surfaces are listed below and in Exhibit 15A. It is the policy of the Sikorsky Memorial Airport that no additional structures or other features, which constitute an obstruction, shall be allowed, subject to determination by the FAA. The Town of Stratford has adopted zoning ordinances reflecting Part 77.

B. Obstruction lighting at this airport includes the following:

- Glide Slope
- VOR
- Lighted Windsocks
- Anemometer for ATC
- Localizer
- Airport Beacon and Control Tower
- ASOS instruments
- East Ramp (Carney Aviation) hangars
- Main Street fence line

C. Maintenance of Obstructions and Obstruction Lighting:

Obstruction lights are inspected daily during the evening safety inspection conducted by the inspection personnel on duty. Inoperable obstruction lights owned by the airport will be replaced by airport maintenance personnel. For lights not under airport responsibility, airport management will notify the appropriate owner of any obstruction light not lighted. A NOTAM is to be filed for any obstruction light that is out.

Airport management is responsible for limiting growth of vegetation that penetrates FAR Part 77 surfaces. Airport management is responsible for restricting, removing, marking or lighting obstructions which are under the airport's control and which may penetrate a Part 77 imaginary surface.

D. AC 150/5345-43F and AC 150/5340-30B were referenced regarding all obstruction lighting at Sikorsky Memorial Airport.

E. Lighted Obstruction Exceptions:

Obstructions currently existing and identified on Exhibit 15A are taken from the most recent NOAA Obstruction Chart (OC) of Sikorsky Memorial Airport, dated May 2003. Since publication of the OC in 1994, certain obstructions have been removed or are no longer considered obstructions and are not shown on Exhibit 15A. The Airport Manager is responsible for reviewing the OC when a new revision is published. All obstructions within 20,000 feet of the runway surfaces and shown on Exhibit 15A are the responsibility of Sikorsky Memorial Airport with the exception of the following:

1. OBSTRUCTION LIGHTED: Light on the chimney approximately 1000 feet north of the approach end of Runway 24 is the responsibility of Allied Signal.
Contact: Stratford Army Engine Plant - Security
550 South Main Street
Stratford, CT
Telephone (203) 385-6633
2. OBSTRUCTION LIGHTED: Lights on the radio towers located approximately 8500 feet to the southwest of the Runway 11 approach end is the responsibility of Radio Station WICC.
Contact: Ed Butler
WICC Radio Station
Telephone (203) 366-6000
3. OBSTRUCTION LIGHTED: Lights on the smoke stack approximately 13,000 feet west of the approach end of Runway 11 is the responsibility of United Illuminating Company. Contact: Robert Parnell / Richard Stewart
PSEG Power Connecticut
Telephone (203) 551-6005 / 551-6021

17. PROTECTION OF NAVAIDS

139.333

- A. Sikorsky Memorial Airport is a Class IV airport and according to Part 139.203, is not Required to have a Protection of Nav aids Section.

18. PUBLIC PROTECTION

139.335

- A. Sikorsky Memorial Airport is a Class IV airport and according to Part 139.203, is not required to have a Public Protection Section.

19. WILDLIFE HAZARD MANAGEMENT PLAN 139.337

A. PURPOSE:

This plan addresses the requirements of FAR Part 139.337, Wildlife Hazard Management, as requested by the Federal Aviation Administration, for Igor I. Sikorsky Memorial Airport (BDR). This plan will be reviewed annually or more frequently as conditions merit, and shall be revised as necessary to keep the plan current. The plan establishes procedures for minimizing wildlife hazards to aircraft operations at Sikorsky Airport and requires immediate action be taken to alleviate wildlife hazards whenever they are detected. Procedures to immediately alleviate wildlife hazards include advisories to the Air Traffic Control Tower about hazards, runway sweeps to scare wildlife or depredation.

B. ACRONYMS

AOA	Aircraft Operating Area
APHIS	Animal and Plant Health Inspection Services
ATCT	Air Traffic Control Tower
BASH	Bird/Wildlife Air Strike Hazard
BDR	Igor I. Sikorsky Memorial Airport
CFR	Codes of Federal Regulation
CGS	Connecticut General Statutes
CT DEP WD	Connecticut Department of Environmental Protection, Wildlife Division
CT DW	Connecticut Division of Wildlife
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
IWDM	Integrated Wildlife Damage Management
MBTA	Migratory Bird Treaty Act
MOU	Memorandum of Understanding
NWRC	Nation Wildlife Research Center
T & E	Threatened and Endangered Species
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Services
WHA	Wildlife Hazard Assessment
WHMP	Wildlife Hazard Management Plan
WS	Wildlife Services

C. DEFINITIONS:

Wildlife Patrol Personnel: Persons delegated to have the authority to conduct harassment or removal of wildlife on Sikorsky Memorial Airport. This includes airport operations, USDA Wildlife Services, or a Private Contractor.

Wildlife Sweep: Wildlife survey of the airfield to look for the presence of wildlife.

Progressive management techniques: Part of integrated wildlife management on the airfield. A stepped plan of harassment to depredation will occur using this method. First attempt at harassment will be chasing with vehicles/horn or sirens. Second attempt at harassment will be use of pyrotechnics. Third will be lethal removal of wildlife.

D. RESPONSIBLE OFFICE:

Sikorsky Memorial Airport, under the supervision of the Superintendent of Operations, is responsible for the duties and responsibilities of the Wildlife Hazard Management Plan. The following list of personnel can also carry out the plan.

<u>Name</u>	<u>Title</u>	<u>Phone</u>
<u>Steve Ford</u>	Superintendent of Operations	(203) 576-8162
<u>Thomas Norko</u>	Airport Certification Specialist, Wildlife Coordinator	(203) 576-8163
<u>Willie McBride</u>	Airport Certification Specialist	(203) 576-8163
<u>Jean Paul Chacur</u>	Airport Certification Specialist	(203) 576-8163
<u>Kyle Hoffman</u>	Airport Certification Specialist	(203) 576-8163
<u>Frank Wasylink</u>	Licensed CT Nuisance Wildlife Control Operator	(203) 877-0834
<u>Donald Wilda</u>	USDA Wildlife Services, District Supervisor	(413) 253-2403 ext. 4
<u>Timothy Cozine</u>	USDA, Wildlife Services, Staff Wildlife Biologist	(413) 253-2403 ext. 3
<u>Adam Maikshilo</u>	USDA Wildlife Services, Wildlife Technician	(413) 687-4108 cell
<u>Erik Shaffer</u>	USDA Wildlife Services, Wildlife Technician	(413) 658-4446 cell

E. COMMUNICATIONS:

Training of the wildlife control personnel in the proper communication methods and airfield safety will be conducted by Sikorsky Operations personnel prior to providing access to the airfield. This training will include airport familiarization, communication protocol, and a driving test on the airfield. Badging and training will be renewed annually. All Wildlife patrol personnel will obtain proper badges and display them on their person prior to allowing for driving privileges on Sikorsky Memorial Airfield.

Wildlife Patrol personnel will maintain communications with the Air Traffic Control Tower via Motorola radio, VHF, or cell phone and shall report any unusually hazardous wildlife activity (such as large flocks flying toward or over the airfield) or conditions (such as major new wildlife attractants) on the airfield, including wildlife strikes. Input will come from all airport departments as to possible wildlife hazards.

Wildlife Patrol personnel will coordinate with ATCT in the event that hazing or harassment of wildlife is necessary. All communications of these actions on movement areas will be conducted via ground frequency 121.75.

Wildlife Patrol personnel will maintain a ground frequency radio in the vehicle used during wildlife patrols of the airfield to maintain contact with the ATCT. Wildlife Patrol personnel will contact ATCT to gain access to movement areas of the airfield during wildlife control activities and will contact the ATCT before proceeding with harassment or depredation to prevent the movement of wildlife in the path of aircraft in pattern. Wildlife Patrol personnel will obtain an airport radio from Sikorsky Memorial Airport operations to allow for quick communication between operations and WS, or private contractor.

F. AUTHORITY:

All personnel employed by the airport are responsible for the monitoring of wildlife on Sikorsky Memorial Airport, however, direct control of wildlife is delegated to the Superintendent of Operations and Airport Operations Staff. Tenants of the airport, maintenance staff, and ATCT personnel will report observations of wildlife to airport operations staff. Airport operations staff will immediately respond to the report by harassing or depredation of wildlife on the airfield.

Additionally, Sikorsky Memorial Airport can further delegate wildlife control by enlisting the assistance of USDA Wildlife Services, or a private contractor, to control wildlife on Sikorsky Memorial Airport. At

times when USDA Wildlife Services, or private contractor is not on site, airport operations will respond to reports of wildlife on the airfield.

Currently Sikorsky Memorial Airport is engaged in a 12 month cooperative service agreement with USDA-Wildlife Services to provide a Wildlife Technician to conduct surveys, harassment, and operational control to aid in wildlife hazard management at the airport. WS will meet with operations staff to provide updates after each visit. These updates will allow airport operations to concentrate efforts to alleviate wildlife attractants while WS is not on site. This agreement runs from June 1, 2010 to May 31, 2011 and may be renewed as needed. The cooperative service agreement between Sikorsky Airport and USDA WS will be reviewed at the end of the year to determine whether the airport will continue services with WS or open wildlife control at the airport to the private contractor.

G. WILDLIFE HAZARD ASSESSMENT:

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (WS), conducted a Wildlife Hazard Assessment (WHA). This one-year evaluation of wildlife species, hazards, and recommendations at Igor I. Sikorsky Memorial Airport was conducted from August 2007 to July 2008. A WHA was requested by FAA to be conducted at this airport because of FAR 139.337 Sec. D (4). Sikorsky Memorial Airport has had observations of wildlife in size or in number that have access to any airport flight pattern or aircraft movement area. This wildlife is capable of causing an air carrier aircraft multiple wildlife strikes, an air carrier aircraft could experience substantial damage from striking wildlife, or an air carrier aircraft could have an engine ingestion of wildlife. Sikorsky Airport Operations staff will continue to monitor wildlife activity on a regular basis, through airfield inspections and wildlife sweeps. Records of this monitoring will aid in maintaining an up-to-date WHA. Sikorsky Memorial Airport will request assistance for recommendations as conditions change.

H. WILDLIFE INVENTORY:

Sikorsky Memorial Airport is located on the coast of Connecticut in the Town of Stratford. The airport is surrounded on the West and Southwest by saltwater tidal flats owned and managed by the U.S. Fish and Wildlife Service as a unit of the Stewart B. McKinney National Wildlife Refuge. These saltwater tidal flats provide habitat to a variety of wildlife, have limited access to recreation, and are fronted by a barrier beach. To the North and Northwest of the airport are residential, commercial and industrial areas which comprise much of the Town of Stratford. Frash Pond, a large fresh water body is also located to the north of the airfield. To the South and Southeast, is the suburban residential neighborhood of Lordship. East of the airfield, there is a municipal leaf composting facility, a tidal estuary, and Short Beach Park, which includes a golf course, beach and recreation area. The greater Bridgeport area is comprised of congested urban and suburban neighborhoods, high rise buildings and a network of highways, bridges.

1. Birds:

The coastal location of Sikorsky Memorial Airport on Long Island Sound and surrounding protected tidal estuaries provides habitat for many shorebird, wading bird and waterfowl species as well as a host of other migratory species as listed below (list provided by WS WHA). Bird numbers and bird activity were highest in the first two hours after sunrise and the first two hours after sunset, low tides, and during fall and spring migration.

American Bittern
American black duck
American crow
American goldfinch
American green-wing teal
American kestrel
American robin

American woodcock
Atlantic Brant
belted kingfisher
barn swallow
black bellied plover
black-capped chickadee
black-crowned night heron

brown-headed cowbird
blue jay
barn owl
Canada goose
cattle egret
chipping sparrow
chimney swift

common grackle
cooper's hawk
common merganser
common nighthawk
common snipe
dark-eyed junco
double crested cormorant
Eastern kingbird
Eastern meadowlark
Eastern wild turkey
European starling
fish crow
gadwall duck
great black backed gull
great blue heron
great egret
glossy ibis
gray catbird

herring gull
horned lark
hooded merganser
house sparrow
house wren
killdeer
lesser yellow legs
mallard duck
marsh wren
merlin
mourning dove
monk parakeet
mute swan
Northern cardinal
Northern flicker
Northern harrier
Northern mockingbird
osprey

peregrine falcon
rock pigeon
ring-billed gull
red-tailed hawk
red-winged blackbird
Savannah sparrow
sharp shinned hawk
short billed dowitcher
semi-palmated plover
semi-palmated sandpiper
snow bunting
snowy egret
tree swallow
turkey vulture
tufted titmouse
willet
white winged scoter

2. Mammals:

The location of Sikorsky Memorial Airport on Long Island Sound and surrounding tidal estuaries provides habitat for many mammal species. Areas of dense vegetation are favorable for a wide variety of mammalian species. Mammal activity was observed to be the highest in the first two hours before sunrise and the first two hours before sunset and throughout the night.

domestic cat
domestic dog
Eastern cottontail rabbit
Eastern coyote
gray squirrel
muskrat
raccoon

red fox
striped skunk
Virginia opossum
white-footed mouse
White-tailed deer
woodchuck

3. Reptiles and Amphibians:

The location of Sikorsky Memorial Airport on Long Island Sound and surrounding tidal estuaries and freshwater wetlands provides habitat for a few reptile and amphibian species. Reptile and amphibian activity was observed to be the highest during the day and evening hours.

Eastern painted turtle
diamond back terrapin

common snapping turtle
spring peepers

I. WILDLIFE HAZARD TO AIRCRAFT IN THE UNITED STATES:

Increasing worldwide environmental awareness has resulted in more attention being placed on protecting wildlife populations and habitat. Due to successful wildlife management programs, wildlife populations have increased dramatically over the past 20 years. The frequency of air travel has also increased dramatically resulting in serious threats to aircraft and human safety due to wildlife collisions with aircraft.

Over 400 people have been killed in plane crashes due to wildlife strikes since the beginning of air travel. Any species of wildlife that is capable of crossing the runway or flying in conflicted airspace can be a threat to aircraft and human safety. Wildlife often collide with aircraft, causing damage to engines and other parts or reducing pilot visibility. Also, pilots may attempt to avoid birds or mammals during operations and go off the runway or brake heavily, damaging aircraft or injuring passengers.

Wildlife problems at airports are becoming increasingly recognized as important by the FAA, airports, the U.S. Military, and private airlines. This is highlighted by the crash landing of U.S. Airways Flight 1549 into the Hudson River after striking a flock of Canada geese in January 2009.

Ninety-five percent (95%) of all bird strikes occur below 3,000 feet AGL; 50% occur below 100 feet AGL, on takeoff run or landing roll (USAF Report, 1998). Thus, airports are the logical setting for focusing efforts to reduce wildlife strikes. Airports are concerned with the area from the surface up to 3,000 feet AGL and 10,000 feet horizontally surrounding runways where aircraft collisions with wildlife are most likely to occur. Airports are also concerned with any land use practice that attracts hazardous wildlife within five statute miles of the approach and departure ends of any runway, or that could cause birds to fly through this airspace. FAA has cited these criteria in Advisory Circular 150/5200-33b (Hazardous Wildlife Attractants On or Near Airports; <http://www.faa.gov/arp/pdf/5200-33.pdf>). Increased numbers of flights; faster aircraft speeds; and larger, quieter engines have likely contributed to the dramatic increase in the number of bird strikes and the average cost per strike.

It is difficult to provide accurate statistics on wildlife strikes because it is estimated by FAA that less than 20% are reported. Nevertheless, damage caused by wildlife strikes worldwide is estimated at \$1 billion annually. Each year in the United States, the civil Aviation industry loses approximately 500 million dollars due to wildlife strikes. In general, 10% of all wildlife strikes do damage to lights, landing gear, engines, wings, radar or other parts of the aircraft (Transport Canada, 1998). Most bird strikes (over 55%) worldwide involved gulls.

J. WILDLIFE HAZARDS TO AIRCRAFT AT SIKORSKY MEMORIAL AIRPORT:

The probability of a wildlife-aircraft collision is influenced by two factors: the level of aircraft activity and the level of wildlife activity. Sikorsky Memorial Airport has an annual average of over 79,000 aircraft operations. According to the Connecticut Ornithological Association, Avian Records Committee of Connecticut, there are 423 species of birds that inhabit or migrate through Connecticut (COA, 2006). Connecticut is within the Atlantic migratory flyway and coastal Connecticut is a significant stopover or wintering area numerous migratory bird species. Three species of gulls have been observed at Sikorsky Memorial Airport (gulls are the most commonly struck group of birds as noted above). Other birds that are commonly involved in damaging bird strikes, such as ducks, cormorants, Canada geese, and European starlings are also found in large numbers on and around the Airport.

Threats of wildlife will always be present at Sikorsky Memorial Airport due to the lack of a complete perimeter fence, the habitat that surrounds the airport, and the number of aircraft operations. Large mammals such as white-tailed deer, red fox, and coyote were found in elevated numbers during the WHA

and can easily gain access to the airport by walking around the ends of fencing. Water barriers are often enough to keep out people, but wildlife have no troubles passing through wetlands or across canals.

The following is a breakdown of the most commonly occurring hazardous wildlife species found during the WHA.

1. Birds

As determined by the WHA, the most commonly occurring species was the American black duck and the area around Sikorsky Airport represents an important wintering ground for this and other waterfowl species. Ducks in general were the most commonly observed bird group observed at Sikorsky and represent a significant strike hazard due to their numbers, flocking behavior, high flight speed and dense body mass. Other waterfowl observed on and around the airfield in significant numbers were Canada geese, gadwall, and mallard ducks, and hooded mergansers. As a group, ducks, geese and other waterfowl comprised 41% of all wildlife observed during the WHA.

European starling and blackbirds were the next most common group observed representing 29% of all wildlife observed. Starlings, common grackles and red-winged blackbirds were the 2nd, 5th and 6th most common species during the WHA. European starlings frequent the airport year-round, but numbers are higher during the months of May and June. They have a tendency to use short grassy areas for feeding, various airport structures for nesting, and shrubby areas for roosting. Starlings and blackbirds are considered a hazard to aircraft because of their flocking behavior and high body densities.

Gulls, particularly herring and ring-billed gulls, represent a significant threat to aviation safety at Sikorsky Airport. Gulls are a medium to large sized birds that frequent coastal areas and often utilize coastal airports for feeding and loafing. There are a number of herring gull nesting colonies on rooftops in the industrial complex west of the airport and during the nesting season, gulls often cross the airfield to access feeding areas.

Due to the presence of tidal estuaries on and adjacent to the airport, large wading birds such as herons and egrets and small flocking shorebirds such as plovers and sandpipers are often observed. These species create a threat due to large size and slow flight or flocking behavior respectively.

Other small birds also frequent the airport in relatively low numbers, including swallows, sparrows, American robins, warblers and other songbirds. Due to their relatively small size, low numbers, and lack of flocking behavior, these birds are considered a lower risk to aircraft safety than the aforementioned birds. However, they do cross the runways and taxiways, and are therefore capable of colliding with and damaging aircraft.

2. Mammals:

White-tailed deer are the most hazardous mammal present on Sikorsky Memorial Airport. According to the FAA strike database deer are one of the most commonly struck terrestrial mammals. White-tailed deer activity was highest on Sikorsky Memorial Airport during the fall and winter months, however suitable habitat on the airfield allows for deer to be present year-round. A lack of a complete perimeter fence compounds the threat by allowing deer unlimited access to the airfield.

Canids, such as the Eastern coyote and red fox, are the second most hazardous mammal present on Sikorsky Memorial Airport. These animals are primarily nocturnal, and are present on the airfield year round. These animals will be most active during the breeding season and just after the pups have left the den site. The breeding season for canids starts in late January and pups will be taught hunting techniques by adults throughout the summer months. Habitat and a lack of perimeter fence compound the threat of strikes by allowing canids easy access to the airfield.

Medium and small sized mammals such as rabbit, voles, and mice are not likely to cause damage to an aircraft if struck. However, these small mammals act as an attractant to larger predators. Controlling small mammal populations may reduce the attraction to larger predators such as owls, hawks, coyotes and fox. The presence of small mammals does pose a threat to aviation. Woodchucks are present on Sikorsky Memorial Airport, and these small mammals can damage underground electrical wiring causing costly repairs to lighting and other equipment on the airfield. Furthermore woodchuck burrows are often used by other mammals, and are often dug out by fox and coyote for den sites. Raccoons, skunks, coyotes and are also rabies vector species and may pose a serious health threat to ground personnel. A primary method of small mammal and rodent control is habitat management, such as grass control and eliminating dense vegetation. Sikorsky Airport maintains rodent populations by grass height management.

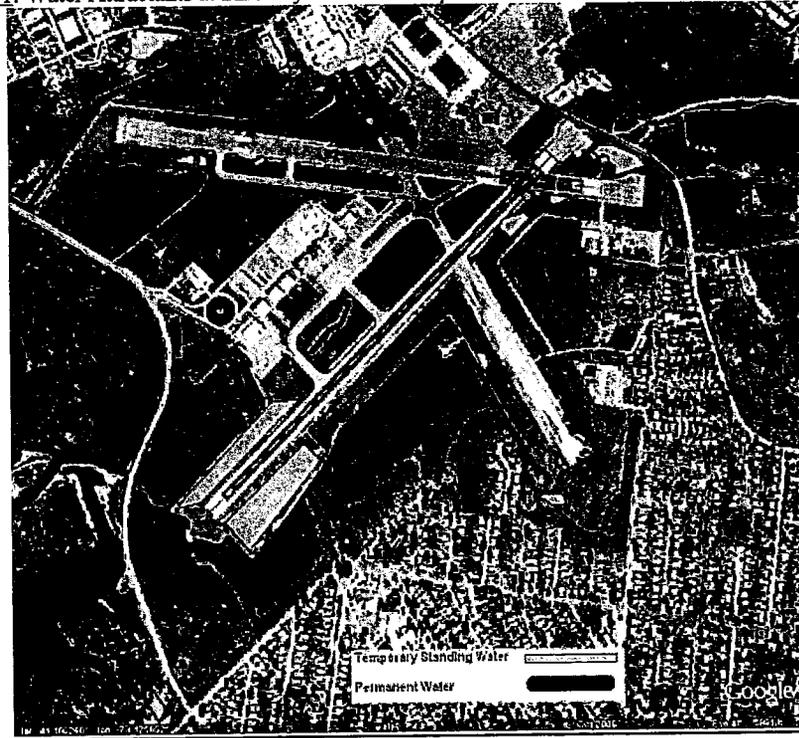
K. WILDLIFE ATTRACTANTS:

Wildlife attractants on and around Sikorsky Memorial Airport have been categorized as follows: standing fresh water, intertidal wetlands and mudflats, terrestrial vegetation, insects, rodents, manmade structures, and waste handling facilities. This section identifies the wildlife attractants found at Sikorsky Memorial Airport.

1. Standing Water

Small pools of temporary standing fresh water on runways, taxiways, ramps, and uneven grassy areas exist on Sikorsky Memorial Airport for variable lengths of time after precipitation or snow melt. Shallow pools of fresh water attract birds, especially gulls and waterfowl, to areas on or adjacent to aircraft movement areas, where they pose a direct hazard to aircraft. Areas of standing water are located on Figure 1. Areas shaded in light blue represent areas of temporary standing water on the airfield, while areas shaded in dark blue represent permanent wetland areas. Areas of temporary standing water can be identified in the following areas: (1) North Forty, (2) East of Runway 24 between Runway 29 approach and Taxiway Hotel / South Ramp.

Figure 1: Water Attractants at Sikorsky Memorial Airport.



2. Intertidal Wetlands and Mudflats:

Intertidal wetlands and mudflats surround much of Sikorsky Memorial Airport, see Figure 1. Most of the wetlands lie west of the airport and are shown as most of the permanent water features around Sikorsky Memorial Airport. These wetlands are under the management of the USFWS Stewart B. McKinney Wildlife Refuge and are protected limiting the kinds of management activities allowed. These salt marsh habitats are one of the most productive in the world, rivaling rainforests. This results in these areas being extremely attractive to a wide variety of wildlife year round. The vegetated wetland areas provide food and cover for muskrats and other small mammals and large numbers of birds, including gulls, ducks, cormorants, geese, herons, and egrets. All of these bird species pose a significant hazard to aircraft due to their large size, and Figure 2 represents commonly observed flight paths of birds between wetlands. The three main areas of intertidal wetland are (1) between runway 6 and taxiway Hotel / South Ramp, (2) North of runway 24 and 29 approach (3) Southwest of runway 6.

3. Terrestrial Vegetation:

The vast majority of Sikorsky Airport's vegetation is short grass, which is regularly maintained. As recommended by WS in their 2008 WHA/ecological study. Upland wooded areas with mature trees and early succession shrub land provide food in the form of mast crop (nuts and fruit), small mammals and insects, and cover to a variety of wildlife. These areas are defined as "A" through "D" in Figure 2. Phragmites is a widespread, very tall grass that grows quickly around freshwater wetlands. This plant can dominate wetland vegetation and provides significant cover for a variety of wildlife. If phragmites is left untreated around the drainage system of the airfield, this fast spreading grass can invade wet areas of the airfield. Dense areas of Phragmites can also be found in section "A" and along all canal edges of airfield diagram in Figure 2.

Figure 2: Vegetation Attractants to Sikorsky Memorial Airport.



Sikorsky Memorial Airport is currently in the process of cutting and clearing many of the wooded and shrubby areas of the airfield located at “B” through “D” in Figure 2. During and post WHA, Sikorsky Memorial Airport has been clearing canal edges to increase the ability to view for wildlife presence.

4. Insects and Other Invertebrates:

Terrestrial insects, insect larvae and other invertebrates attract small mammals such as shrews and moles and a wide variety of bird species. Examples of these invertebrates are beetles and grasshoppers, caterpillars and grubs, and earthworms. Fresh and salt water estuarine habits also provide an ample supply of aquatic insects, crustaceans such as crayfish, crabs, amphipods and isopods, and mollusks such as clams and snails. Tidal mudflats also support large populations of horseshoe crabs whose eggs are a vital part of the diet of a wide variety of shorebirds such as plovers and sandpipers during the spring and fall migrations. Paved surfaces of Sikorsky Airport are utilized by a variety of bird species, primarily gulls, to open the shells of marine crustaceans and clams.

5. Small Vertebrates:

Small vertebrates such as mammals, small birds, reptiles and amphibians, and fish attract a variety of terrestrial and aquatic mammalian predators such as coyote, fox, and raccoons. All of these attractants are present at Sikorsky Memorial Airport. They also are important food sources for terrestrial, aquatic and marine avian predators, such as raptors (owls, hawks, harriers, kestrels and falcons), wading birds (herons and egrets), and fish eating birds (osprey, gulls, terns, mergansers, cormorants and loons) which are hazardous to aircraft and may readily cross the airfield moving between feeding and/or nesting areas.

Small mammals include Eastern cottontail rabbits, gray squirrels, Norway rats, deer and white-

footed mice, voles, shrews and moles. Grassland habitats and the edge effect created where grass meets woodland, shrubs and wetlands can result in significant numbers of small mammals.

Small to medium sized grassland and woodland birds, include house sparrows, savannah sparrows, horned larks, snow bunting, black-capped chickadees, American robins, mourning doves and gray catbirds. Many species of grassland birds are also ground nesters while others are cavity nesters. Cavity nesters will often seek out abandoned equipment, holes in buildings siding for suitable nesting.

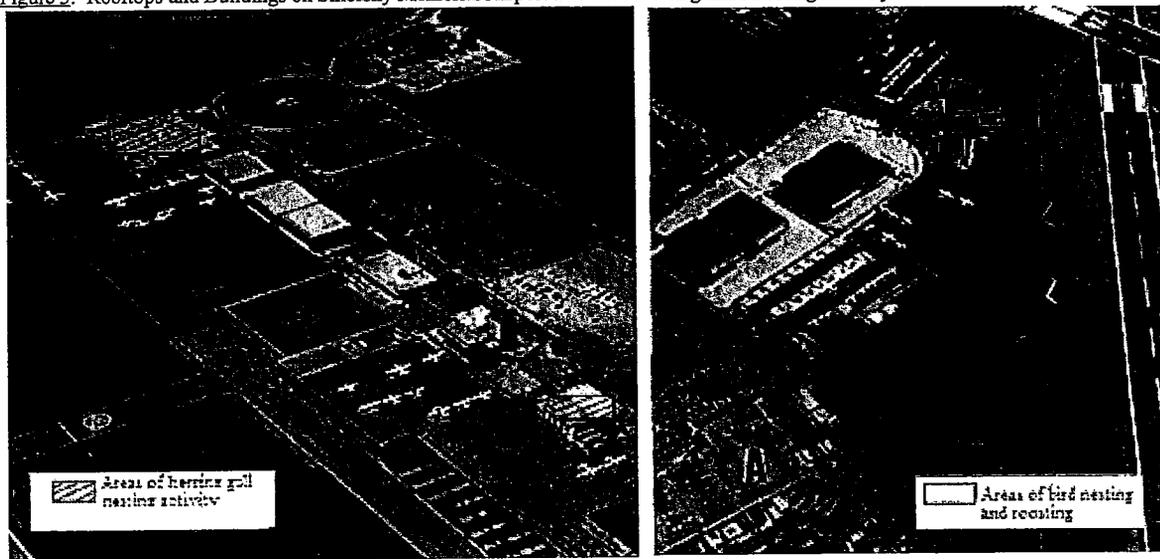
Reptiles and amphibians such as snakes, turtles, and frogs are generally observed in lower densities than small mammals and birds; however their numbers may in actuality be very significant.

Small fish can be found in the waterways of Sikorsky Memorial Airfield. Many are considered bait fish such as shiners, chubs, and silversides. They provide a prey base for larger predators such as wading birds and mammals.

6. Manmade Structures and Abandoned Aircraft

Buildings and other structures on the airport provide perching, roosting, and nesting areas for birds. Starlings, rock pigeons, kestrels, sparrows, and gulls are frequently observed in or on these structures. Buildings such as hangars provide nest sites for barn owls and can support pigeons, house sparrows, and starlings year-round. Bird droppings and nesting materials were observed in some of the hangars and terminal buildings identified in Figure 3. Building A in Figure 3 is a property adjacent to Sikorsky Memorial Airport that has a history of rooftop nesting gulls.

Figure 3: Rooftops and Buildings on Sikorsky Memorial Airport that have Nesting and Roosting Activity.



Birds are also often observed perching, roosting, and nesting on or in airfield structures such as antennas, lights, signs, fences, and even aircraft. Abandoned or unregistered aircraft provide nesting sites for small birds.

L. WILDLIFE PATROL PROCEDURES:

Wildlife attractants and hazards on and around Sikorsky Airport cannot be addressed if they are not known. To identify and mitigate or eliminate hazards, responsible trained personnel must be on the airfield looking for threats on a continuing basis. As a result, the following wildlife patrol procedures have been established to ensure that regular continual monitoring of the airfield identifies wildlife related threats in as timely a manner as possible. All Sikorsky Memorial Airport Operations personnel receiving annual wildlife control training will be considered Wildlife Patrol Personnel whenever they are on the airfield or if they observe wildlife hazards on the airfield. Maintenance personnel shall report the presence of wildlife activity on the airfield to the operations staff. Airport operations will be responsible for immediately addressing wildlife threats.

1. Operations staff will conduct complete airfield inspections (including all runways and taxiways) at least two times daily. One full inspection will be conducted in the morning; another will be conducted in the afternoon/early evening.
2. Additional monitoring for wildlife on the airfield is necessary since Sikorsky Memorial Airport is not completely fenced and supports habitat that is highly attractive to wildlife. The WHA has also noted that there is an increased presence of wildlife during rain events and during tidal fluctuations. During these sweeps, wildlife control personnel will maintain a log that documents who was the wildlife control personnel on the field, time, location, species, species number, harassment method, lethal take, and temperature. Further observations of wildlife such as signs (tracks, dig outs, droppings), or new attractants will be noted on this data sheet. Special care will be taken to observe areas known to have regular or significant wildlife activity. Sweep logs will be kept in the operations office in the Wildlife Control Log. The wildlife sweep data sheet can be found in the Appendix of the WHMP.

At a minimum, a wildlife sweep will occur when wildlife control personnel arrive to the airport in the morning and during the night. Additional sweeps will occur during rain or tidal events, or as requested by the Air Traffic Control Tower, or if wildlife is reported to be observed on the AOA.

3. Operations staff will maintain a Wildlife Control Log which documents all wildlife activities that have been mitigated. These logs will include time, location, species, action taken, and results for each significant wildlife sighting during airfield inspections and wildlife sweeps. Logs will be kept on file at operations for four years.
4. When birds or other wildlife are found on or near the movement areas, the wildlife will be hazed or lethally removed in accordance with appropriate state or federal Depredation Permits or Standing Depredation Orders. Operations staff will use progressive management techniques to disperse wildlife from the airfield. Operations staff, WS, or a private contractor will coordinate with ATCT prior to conducting depredation and harassment activities.
5. Wildlife Patrol personnel will maintain communications and coordinate with the Air Traffic Control Tower via radios and shall report any unusually hazardous wildlife activity (such as large flocks flying toward or over the airfield) or conditions (such as major new wildlife attractants) on the airfield, including wildlife strikes.
6. Operations staff will remove any foreign objects or debris observed on the runways or taxiways, and will remove any animal carcasses found anywhere on the airfield. Carcasses not involved in wildlife strikes with aircraft will be disposed of by being bagged and placed in a dumpster for disposal to eliminate the attraction to scavengers such as black and turkey vultures, bald eagles

and coyotes. If an animal carcass is found within 200 feet of any runway, it will be considered a wildlife strike unless there is some other known or readily apparent reason for the animal's death. Mammal, reptile or amphibian carcasses involved in strikes will be photographed before being disposed of as described above or turned over to USDA Wildlife Services. Birds will be bagged, labeled and processed as described under strike reporting procedures.

7. Wildlife Patrol Personnel will observe the following safety regulations when handling firearms, pyrotechnics, and ammunition:
 - a. The chamber of the firearm will be left empty and open when not in use.
 - b. The firearm shall be pointed in a safe direction at all times.
 - c. The safety shall be kept on at all times until ready to fire.
 - d. The gun will not be fired in an area where people are working.
 - e. The gun will not be fired from inside the vehicle.
 - f. Safe firearm practices will be used at all times by qualified personnel
 - g. The gun will be wiped down with an oiled cloth at the end of the shift or cleaned if it was discharged or exposed to precipitation. It will be wiped down at least weekly if not discharged.
 - h. Wildlife Patrol will be accountable for all ammunition.
 - i. The storage of firearms and pyrotechnic pistols will be the responsibility of Sikorsky Memorial Airport operations. Contracted Wildlife Control Personnel will be responsible for acquiring and maintaining their own equipment for wildlife harassment and removal.

M. MITIGATION METHODS:

USDA Wildlife Services has recommended an integrated wildlife management program to manage wildlife hazards to aircraft at Sikorsky Memorial Airport. No one method alone will solve a wildlife problem; an integrated combination of methods used properly and persistently is most effective. These methods include: habitat modification; exclusion; visual, auditory, and chemical repellents; harassment (hazing); toxicants; and shooting. Specific wildlife management practices employed by Sikorsky Memorial Airport are described below.

1. Habitat Management:

Habitat management is the best long-term method for reducing wildlife hazards and bird strikes on or near an airport. By removing or modifying existing attractants such as food, water, and cover, the numbers of animals that pose a hazard to aircraft can be reduced. Care must be taken to manage habitat types in a manner that does not create new wildlife attractants or new wildlife problems. The goal is to try and make the airport less attractive to the species that are of greatest hazard to aircraft. Bird species using the airport have been identified by trained wildlife biologists and a habitat management program is used to discourage the birds that cause the most risk to aircraft. This may require the habitat to be managed in different ways at different times of the year depending on the species present at the time.

a. Vegetation:

In general, the airport's current grass height averages from 4 to 8 inches year-round and is mowed regularly to maintain this height. The strategy allows easy visibility of birds and other hazards on the airfield, and prevents the grass from going to seed, which would attract more seed-eating birds and small mammals. Grass height maintained between 7-14 inches is

good for reducing the cover for small mammals. The grass at Sikorsky Memorial Airport is mowed from spring through fall, with the first mowing activities beginning when the ground is firm enough to allow equipment access and sufficiently long to merit cutting. This grass-management scheme will be followed for all areas of the airfield with the following four exceptions:

1. All drainage ditches will be maintained and cleared of vegetation at least twice each calendar year. This will be done in the late spring and in early fall. See Figure 2 for areas outlined in light green. These are the areas of concentration for mowing the drainage ditches.
2. The wooded and brushy areas are denoted as areas "A" through "D" in Figure 2. Area "A" has a mix of woody vegetation, Phragmites, and trees. It also has a berm of soil that runs along the side of the canal in this area. This area will be leveled and will be cut at least every other year to prevent the return of woody vegetation.

Sikorsky Memorial Airport has already begun to clear the Area B, C, and D in Figure 2. These areas need to be cleared of trees and woody vegetation. Brush piles will be chipped since brush piles create habitat for various wildlife. The land will be leveled and seeded with grass to be maintained as part of Sikorsky Memorial Airports mowing schedule. These projects will be conducted as funding, man-power and equipment availability allow. There is a 5 year target for completion of clearing.

3. All existing fencing will be cleared of vegetation on both sides to a minimum width of 10 feet on the airfield side and a minimum of 5 feet and maximum of 10 feet on the outside, unless impeded by existing structures or property boundaries. In such a case, the fence line will be cleared to the maximum extent possible. Clearing may be conducted with mowers, chain saws, line trimmers, by hand or with herbicides. Currently Sikorsky Memorial Airport's maintenance staff is conducting the clearing of the fence line. The fence line will be moved if need be to allow for 10 feet of clearing on the outside of the fence. There is a 3 year target for completion of clearing the fence line. After initial clearing, the entire fence line will be cleared of vegetation at least once each year as annual maintenance.

b. Insects and Other Invertebrates:

The primary method used to control terrestrial insects and invertebrates on the airfield is regular mowing. The reduction of vegetative structure will reduce available food and therefore providing a lower invertebrate biomass and reduce the attraction.

Some species that feed on vegetation, underground root systems, or detritus may still be present in significant numbers. Occasionally environmental factors, such as high rainfall and warm temperatures may create optimum conditions for a large outbreak of some insect species such as Japanese beetles, army worms or grasshoppers. If habitat management or biological/chemical control methods are determined to be the best option; airport personnel or an outside applicator will conduct habitat management or application of biological or chemical control agents. Any application of biological control agents or pesticides will be in compliance with label restrictions, and all state and federal laws and regulations.

After heavy rains, earthworms are often a problem on runways and taxiways at airports as large numbers can be washed from their burrows and washed onto paved surfaces. They can cause slick conditions for aircraft and ground vehicles and often attract large numbers of birds, particularly American crows and ring-billed gulls. If such an event occurs, Sikorsky

Memorial Airport will remove earthworms from paved surfaces with sweepers and/or engage in increased harassment activity until clean up is completed and the worms return to their burrows. There are no toxicants available to control earthworms. There are repellents under development that could be used to reduce earthworm numbers along the edges of runways and taxiways but no such products are currently available.

Numbers of aquatic insects and invertebrates will be reduced by controlling vegetation along the edges of ditches and drainage structures as discussed above and by draining, filling and/or grading areas of standing water. There are no real options available for controlling invertebrates in freshwater and saltwater wetlands. If hazardous wildlife is observed feeding on invertebrates in wetland areas, Wildlife Control Personnel will engage in harassment and if necessary, lethal control. Gulls often use runways and taxiways of coastal airports to open the shells of bivalve mollusks (clams and mussels) and spider crabs. They do this by flying over the paved areas and dropping the shells and crabs as ways of breaking them open. This activity is often attractive to other gulls and smaller birds. If this activity is observed, harassment activity will be conducted and if necessary, gulls observed regularly engaging in this activity will be selectively removed. Shells left behind by this activity will be cleaned off of paved surfaces with sweepers when observed to reduce the attraction to birds and eliminate FOD threats.

c. Small Vertebrates:

Small vertebrate populations exist at Sikorsky Airport. These populations can be managed by maintaining the grass height as proposed in section A, vegetation management. This reduces available food in the form of invertebrates, smaller vertebrates, vegetation, fruits and seeds as well as cover and nesting sites.

Environmental factors may result in a significant increase in local small vertebrate populations, particularly rodents, rabbits or small flocking birds such as house sparrows, starlings, snow buntings and horned larks. Should a sudden population increase occur at Sikorsky Memorial Airport and result in an increase in flocking birds or predators, Wildlife Control Personnel will initiate increased progressive management techniques to reduce immediate threats to aviation safety. If this does not alleviate the condition causing the threat, Wildlife Control Personnel will consult with USDA Wildlife Services and/or Nuisance Wildlife Control Operators/ Exterminators to develop and if necessary implement an appropriate control program. Examples of small vertebrate control programs that could be implemented would include but not be limited to; utilizing snap traps and/or toxicants to control small rodents such as rats, mice and voles, shooting or use of gas cartridges to control large populations of cottontail rabbits or woodchucks, or applications of avicides such as DRC-1339 or Avitrol to control flocks of pigeons, house sparrows or European starling.

d. Water:

Small temporary pools of water on runways, taxiways, grassy areas, and other surfaces on the airfield will be eliminated by improved drainage, grading, or filling. USDA Wildlife Services identified areas of standing water and poor drainage during the WHA and these areas can be seen in light blue in Figure 1. The main areas of standing water are at the safety areas of Runway 6/24. Currently there is a grant proposal to reconstruct 6-24 that will address the standing water issue in the safety areas. This grant is existing will be resolved around 2015. Until then, these areas will be addressed with increased surveillance and

progressive management techniques.

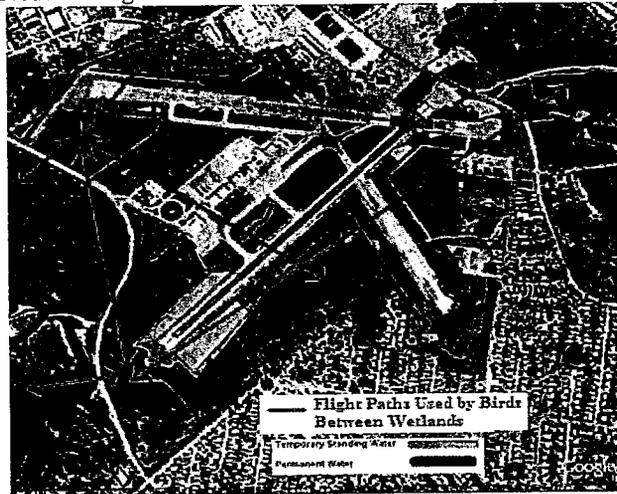
Rain events and snow melt will also create small areas of temporary standing water in depressions on paved surfaces. These areas can be treated with repellants by airport operations or maintenance personnel.

e. Wetlands:

The removal of the intertidal wetlands (including mudflats) that surround Sikorsky Airport would significantly decrease wildlife hazards; however, the protected status of these wetlands makes their removal or alteration unlikely. If areas on the airfield are identified as wetlands prior to major construction projects at Sikorsky Memorial Airport, excluding clearly identifiable drainage structures such as ditches and retention ponds, Sikorsky Memorial Airport will consult with Connecticut DEP to determine permitting and mitigation requirements for their exclusion or removal. Wetland mitigation should not occur on the airfield. Sikorsky Airport will also consult with USDA Wildlife Services, CT DEP and/or outside Airport/Environmental Consultants as necessary to determine the best and most cost effective options for excluding, eliminating and/or mitigating for wetlands on the airport.

Due to the presence of the wetlands on and around the airport, increased surveillance and progressive management techniques will be employed to manage wildlife. Figure 4 shows common flight paths used by birds at Sikorsky Memorial Airport, and can aid Wildlife Control Personnel in knowing where to concentrate progressive management techniques.

Figure 4: Commonly Observed Bird Flight Paths Between Wetlands at Sikorsky Memorial Airfield



f. Feeding of Wildlife:

Sikorsky Airport will maintain a strict “No Feeding” of wildlife policy. Individuals or entity responsible for violating this policy will be contacted immediately. Airport personnel will discuss with them the problems caused by open trash containers. If necessary, repeat offenders will be issued written warnings or fined by the police.

Dumpsters and trash cans will remain closed or have lids securely shut whenever not in use to prevent attraction to birds and mammals as well as eliminate FOD entering the airfield. If open refuse receptacles are discovered by any Sikorsky Airport personnel, they will be immediately covered.

2. Exclusion Techniques:

a. Buildings:

European starlings, pigeons, house sparrows, barn owls, raccoons, squirrels and other wildlife often enter buildings through open or damaged doors and windows or through holes in roofs, eaves or walls. If wildlife is observed or reported using a building, Wildlife Control Personnel will implement solutions for eliminating issues. Possible solutions include excluding access by closing doors and windows, trapping and shooting. The long-term solution to wildlife problem in buildings is permanent exclusion such as structural repairs of access points, installation or repair of window screening, boarding up broken windows or demolition or rehabilitation of old unused buildings. Figure 3 identified two hangers on the east side of airfield that provide nesting and roosting sites to wildlife. Sikorsky Memorial Airport will consult with Airport/Engineer Consultants as necessary to determine if these structures can be repaired or should be removed. The determination of the status will be obtained by 2012, and that will determine the final outcome of the buildings.

If wildlife is discovered trapped in an Airport building, Wildlife Control Personnel will remove it by trapping.

b. Airfield Structures:

Other structures such as antennas, lights, buildings, posts, gravel piles, signs, power lines, railings, parked vehicles, airplanes, and navigational or weather monitoring equipment attract various birds for perching or nesting. Birds will be routinely dispersed from these sites with progressive management techniques. Any unused or unnecessary structures, equipment, vehicles, and planes that are identified by Sikorsky Memorial Airport Operations as being regularly used by or attractive to birds or other wildlife will be either removed from the airfield. Permanent structures of the airfield that cannot be removed and require exclusion will be addressed by maintenance or operations personnel immediately following their identification, unless extenuating circumstances arise. If Airport staff needs assistance with determining how to exclude a structure, they will contact USDA Wildlife Services or a Nuisance Wildlife Control Operator for assistance.

c. Airfield Fencing:

Sikorsky airport is not completely fenced, therefore allowing wildlife easy access to the airfield. Wetlands pose as a useful barrier option to keep out people, however, most terrestrial animals can easily pass around, through, under or over the fence to gain access to the airfield. Figure 5 is taken from the 2008 WHA and the most viable areas for the installation of fencing that should not obstruct aircraft movements or negatively impact wetlands. A complete and clear perimeter fence will provide increased security and exclude many wildlife species from the airfield. Due to the wetlands, instrumentation devices, and proximity of runway safety zones it may be not be possible to complete a perimeter fence around Sikorsky Memorial Airfield. Until a complete perimeter fence is installed at Sikorsky Memorial Airfield, Wildlife Control Personnel will increase surveillance and implement progressive management techniques to manage wildlife hazards.

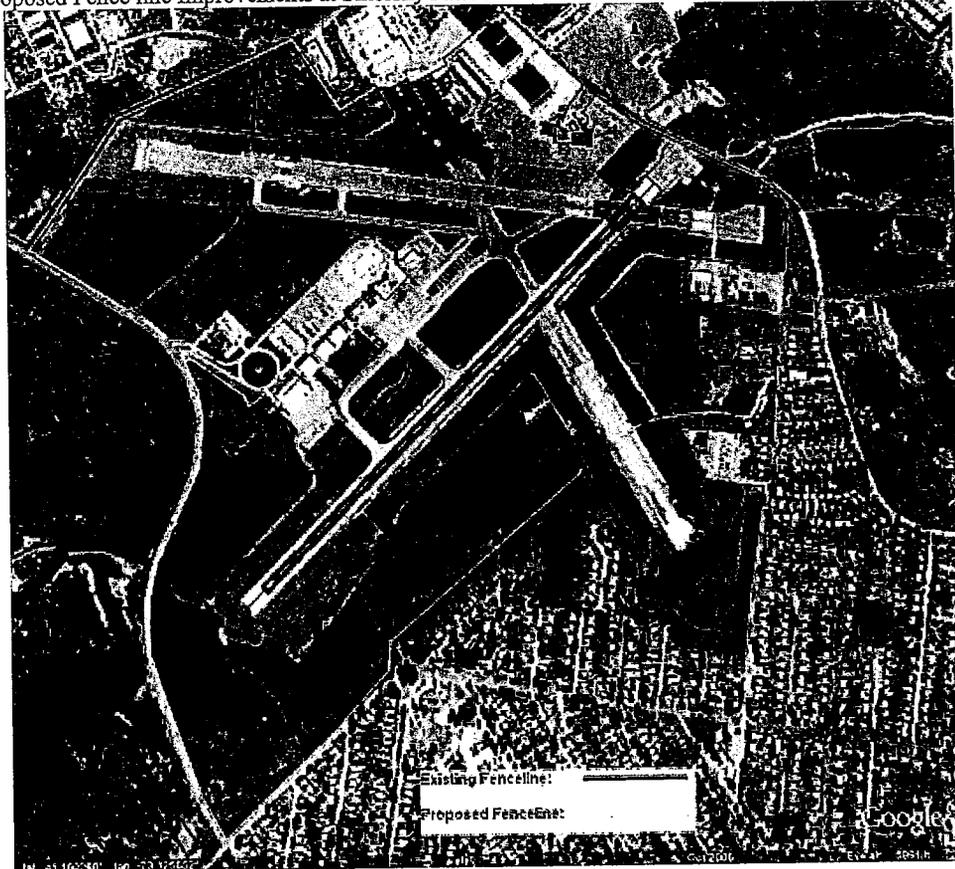
While conducting airport inspections and wildlife sweeps of the airfield, wildlife control personnel will survey the existing fence line once per week. Wildlife control personnel will note any dig-outs, holes or breaks, and gate problems. These problems will be passed to

Sikorsky maintenance personnel. Maintenance personnel will fill dig-outs, repair breaks and holes, and adjust gates as necessary to prevent access by people and wildlife.

Along the eastern and southern side of the fence, in non-visible areas, trees, shrubs, Phragmites, and vines are growing into, through and over the fence. Clearing the existing fence line of vegetation was addressed on page 19-13 of the WHMP.

There is a “No dumping” policy in place with the City of Bridgeport. If maintenance or wildlife control personnel observe that neighboring landowners are dumping on airport property, Sikorsky Memorial Airport will contact the police department to issue fines for the offending party.

Figure 5: Proposed Fence line Improvements at Sikorsky Memorial Airfield.



During the 2011 calendar year, Sikorsky Memorial Airport will begin preparing plans and identifying funding sources to raise all existing fencing to a height of 8 feet and install 3 strands of barbed wire, with a completion date of 2015. After improvement of the existing fence, Sikorsky Airport will initiate a Study to determine how best to proceed with extending the fence line around the entire perimeter of the airfield by 2020.

The Study will determine the most efficient route for the fence line to take, prioritize which areas of the fence should be installed first, determine what permitting will be required, determine if alternative fencing material will be required in sensitive areas and determine what funding sources are available. Sikorsky Memorial Airport will have to contact the State of Connecticut Department Of Environmental Protection, US Fish and Wildlife Service

Stewart B. McKinney National Wildlife Refuge, Army Corps of Engineers, and local municipal authorities.

3. Hazing:

Hazing is often used to temporarily deter wildlife attracted to a specific location and is the first part of the progressive management technique to control wildlife. Wildlife control personnel will follow the guidelines outlined in section L: WILDLIFE PATROL PROCEDURES. The hazing of wildlife only works if the methods used are severe enough to offset the animals' perceived attraction to the area. Therefore, it is only used:

- (1) In conjunction with habitat modification and exclusion
- (2) In the interim before habitat modification or exclusion can be implemented
- (3) When habitat modification and/or exclusion are not possible.

Additionally, animals will quickly habituate to most hazing techniques, so multiple techniques must be used. The hazing techniques currently used by Sikorsky Airport include the use of:

- (a) Vehicles and personnel- the simple presence of vehicles and/or personnel will often haze wildlife from an area. Additionally, horns or sirens will be used, or yelling or clapping.
- (b) Pyrotechnics- the pyrotechnics used by Sikorsky Memorial Airport Operations staff are "screamers" and "bangers." These are fired by pyrotechnic pistols. Shell crackers, fired from 12 gauge shotguns are currently utilized by USDA Wildlife Services. Pyrotechnics will be used when horns and sirens are rendered ineffective.
- (c) Shotguns- in addition to lethal control, shotguns may be used to haze wildlife by shooting shell crackers. Currently only USDA Wildlife Services uses shell crackers. This can be a useful method when hazardous wildlife is out of range of "screamers" and "bangers" style pyrotechnics.
- (d) Propane cannons- Sikorsky Memorial Airport currently has one timed propane cannon and is purchasing 2 remote activated propane cannons to haze wildlife. The cannons will be mounted on platforms that can be moved to any area where wildlife is found to be a problem. The locations will be determined by need and effectiveness, and will be changed as necessary. Additional propane cannons may be purchased as necessary. The propane cannons will be used year round. The purchase will be completed and the cannons in use before the end of 2011.

4. Trapping:

Pigeons, house sparrows and starlings will be trapped and euthanized as necessary from terminals, hangars, or the airfield. Other birds and mammals, including raccoons, opossums, skunks, woodchucks, and muskrats, will be trapped and euthanized as necessary. USDA Wildlife Services will be contacted for technical assistance and, if needed, equipment loans if wildlife trapping is needed on the Airport. If necessary trapping activity cannot be conducted by Airport Operations staff due to lack of trained personnel, time or equipment limitations or for any other reason, Sikorsky Airport will utilize the services of USDA Wildlife Services or a private Nuisance Wildlife Control Operator.

5. Shooting:

When habitat modification, exclusion, and hazing are impossible, impractical, or incapable of removing all wildlife hazards, wildlife will be shot according to the State and Federal permits discussed below. If additional assistance is required by Sikorsky Memorial Airport, operations personnel will contact USDA Wildlife Services or a private Nuisance Wildlife Control Operator to address the wildlife problem at Sikorsky Memorial Airport.

Wildlife control personnel will have firearms safety training, maintain hunting licenses and will act in accordance to Sikorsky Memorial Airport's depredation permits on file. Lethal take is up to the discretion of the properly wildlife control personnel.

N. PERMITS:

A USFWS Depredation Permit will be kept current to allow the removal of Migratory Birds as listed in 50 CFR. USDA Wildlife Services is contacted annually to issue a Migratory Bird Damage Project Report (WS Form 37) recommending renewal of the permit and assists Sikorsky Memorial Airport Operations personnel in determining if any changes are warranted. Take of crows, red-winged blackbirds, brown-headed cowbirds and common grackles is covered under a Standing Depredation Order issued by the USFWS and no additional permitting is required to take these species when posing a hazard to aviation safety.

A CT Department of Environmental Protection, Division of Wildlife Permit to take non-migratory birds and mammals also kept current. This permit allows for the take of deer, coyote, red and grey fox, turkey and other state managed species that pose a risk to aircraft.

Pigeons, starlings, house sparrows, Norway rats, and house mice have no federal or state protection and no permit is required for their lethal removal on the Airport.

See Appendix for copies of the current depredation permits from the State of Connecticut and USFWS.

O. WILDLIFE CONTROL EQUIPMENT:

The following items shall be carried and secured in the vehicles by the Airport Operations staff while on the airfield:

- Shotgun and Non-toxic Ammunition (e.g., steel or heavy shot)
- Pyrotechnic pistols
- Pyrotechnics: "screamers" and "bangers"
- Copies of all Federal and State Permits
- Bird identification guide book (Peterson's)
- Binoculars
- Ear and eye protection
- Flashlight and Batteries
- Firearm cleaning kit

Firearms, pyrotechnics, and ammunition will be available to Sikorsky Memorial Airport operations personnel prior to entering the airfield. Other wildlife control personnel, such as USDA WS, will be responsible for acquiring and maintain their own firearms and pyrotechnics.

P. WILDLIFE HAZARD CONTROL PERSONNEL:

The Wildlife Control Personnel consists of those listed on page 19-1 and other personnel permitted by the Superintendent of Operations from time to time as needed and trained. All wildlife control personnel will proactive management techniques to remove wildlife from the Sikorsky Memorial Airport or as reported by the Airport Operations and/or Tower personnel.

Additionally, Sikorsky Memorial Airport has a Cooperative Service Agreement with USDA Wildlife Services to provide operational assistance on site at Sikorsky Memorial Airport. USDA Wildlife Services personnel will work with Airport Operations to assess and manage wildlife hazards at Sikorsky Airport, and will follow the work plan as delegated in the Cooperative Service Agreement. As discussed below, USDA Wildlife Services personnel will also aid in wildlife strike reporting and species identification.

The current primary contacts are:

Adam Maikshilo, Wildlife Technician
USDA, APHIS, Wildlife Services
(413) 687-4108 cell

Additional assistance may be obtained by contacting Donald Wilda, USDA Wildlife Services District Supervisor or any of the Wildlife Services Operational Staff at (413) 253-2403. Sikorsky Memorial Airport does not have a full time biologist on duty at the airport but USDA will provide one as needed.

Q. TRAINING:

The Superintendent of Operations is required to ensure all Wildlife Patrol Personnel have had initial training in accordance with AC 150/5200-36. Implementation and a continued training program are in use. The training program shall be conducted by a qualified wildlife biologist and provide airport personnel with the knowledge and skills needed to successfully carry out the wildlife hazard management plan required by 139.337 paragraph (d). This person shall be qualified and adhere to AC 150-5200-36 or any updated versions. Subsequent reoccurring training will also continue as proscribed in AC 150-5200-36 or updates.

Currently, all Wildlife Patrol Personnel will attend Wildlife Hazard at Airport Training conducted by USDA Wildlife Services or another credible authority every 12 consecutive calendar months. This 8 hour training is conducted by a qualified wildlife biologist and will cover what is listed in the FAA approved agenda located in the appendix.

Sikorsky will attend biannual firearm safety classes. These classes will be taught by an authorized firearms instructor. Instructors for this style of training can be obtained through various sources. Contact the State of Connecticut Department of Public Safety or visit the following site for a list of qualified instructors:

<https://www.nra.org/training>

R. WILDLIFE STRIKES:

The FAA maintains a national wildlife strike database. Data is collected from all reported wildlife strikes and is evaluated to improve Wildlife Hazard Management Plan implementation on airports. Currently, it is estimated that only 20% of all wildlife strikes are reported to the FAA, which makes developing a comprehensive wildlife hazard management program difficult.

The FAA recommends that all aircraft that have experienced non-damaging or damaging wildlife strikes fill out a FAA Form 5200-7. This form is available in either in hard copy or online. The online form can be accessed at <http://wildlife.pr.erau.edu/strikeform/birdstrikeform.html>. The FAA Form 5200-7 can be filed by a pilot, airport management, wildlife patrol personnel, aircraft maintenance personnel, other airport employees, USDA Wildlife Services personnel or anyone who witnesses a wildlife collision with an aircraft. Sikorsky Memorial Airport Personnel and wildlife control personnel will report all strikes.

Strike reporting is an important tool for the management wildlife on airports. Strike reporting allows operations staff the ability to adapt its wildlife management activities to species that are being struck on the airfield. Therefore, Sikorsky Memorial Airfield will make every effort to report all strikes that occur on Sikorsky Memorial Airfield. Vehicles maintained by Sikorsky Memorial Airport will contain strike report kits that contain the following materials:

1. Instructions for strike collection
2. Field strike report
3. Rubber gloves
4. Small plastic bags
5. Sterile swabs
6. Alcohol pads

When operations staff conducts surveys of the airfield, operations staff will inspect all areas within 200 feet of the runway centerline for wildlife remains. If remains are found within this area, operations staff will remove the remains from the airfield and fill out a strike report. If bird remains are found, operations staff will remove a variety of feathers from the carcass by plucking. Feathers will not be cut from the bird. The strike report will be submitted it to the FAA and bird feather samples will be submitted to the Smithsonian for species identification. Photographs of the wildlife are optional, but can be included in the strike collection.

Not all wildlife strikes are damaging, and sometimes no carcass may be found. Therefore, operations staff will provide tenants of Sikorsky Memorial Airfield an annual memo stressing the importance of strike reporting in the effective management of wildlife on airfields. Tenants unwilling to fill out strike reports or collect remains for submission to the Smithsonian will have the option to contact airport operations. Airport operations will then proceed to the collect remains and information for strike reporting.

Accurate species identification is important to the maintenance of the database. The Superintendent of Operations or Wildlife Patrol Personnel will gather feather, tissue or other requested samples of bird remains found on aircraft, also known as “snarge” and from all carcasses of birds found struck by aircraft on the airfield. Photographs will be taken of all mammals or other vertebrates found struck by aircraft. Samples or photographs will be submitted to:

The Feather Identification Lab:
Dr. Carla Dove or Marcy Heaker-Skeans
Smithsonian Institute
National Museum of Natural History
Division of Birds E610, MRC 116
10th and Constitution Ave NW
Washington DC, 20560.

S. REVIEW OF WILDLIFE HAZARD MANAGEMENT PLAN:

This plan will be reviewed by Sikorsky Memorial Airport Operations personnel once every 12 consecutive calendar months or more frequently as warranted. The review shall evaluate the plan's effectiveness in dealing with known hazards and other aspects of wildlife hazards that are described in the wildlife hazard assessment that require reevaluation. The review will also include an evaluation of all control measures as well as any changes in wildlife activity or habitat at or near the airport. The plan will be updated as necessary as determined at these reviews. The plan will maintain methods and procedures for wildlife hazard management that is consistent with AC 150-5200-36. Those attending the review will include but not be limited to the Superintendent of Operations, one or more members of the Wildlife Patrol/Operations Staff, Wildlife Services, Wildlife Biologist and Wildlife Technician.

T: LITERATURE CITED:

Connecticut Ornithological Association, 2006, Avian Records Committee of Connecticut, The Checklist of the Birds of Connecticut, website, http://www.ctbirding.org/ct_checklist.htm.

USDA, APHIS, Wildlife Services, 2008, Wildlife Hazard Assessment for Igor I. Sikorsky Memorial Airport

APPENDIX:

1. Current Migratory Bird Depredation Permit
2. Current State of Connecticut Depredation Permit
3. Wildlife Control Log/Survey Sheet
4. Blank Strike Report Sheet
5. Current Cooperative Service Agreement with USDA WS
6. FAA Approved Wildlife Hazard Training Outline

Current Migratory Bird Depredation Permit

DEPARTMENT OF THE ENVIRONMENT U.S. FISH AND WILDLIFE SERVICE		2. AUTHORITY-STATUTES 16 USC 501-512
FEDERAL FISH AND WILDLIFE PERMIT		
 <p>1. IDENTIFY:</p> <p>SIKORSKY MEMORIAL AIRPORT 1000 GREAT MEADOW ROAD STRATFORD, CT 06814</p>	<p><i>Rec'd 1/10/13</i> <i>Sikorsky Airport</i> <i>12:30 pm</i></p> <p><i>[Signature]</i></p>	REGULATIONS 50 CFR Part 55 20 USC 2141
3. ISSUANCE 511523605-0		4. AGENCY USE ONLY <input checked="" type="checkbox"/> ISS <input type="checkbox"/> REC <input type="checkbox"/> RECD
5. NAME AND TITLE OF PRINCIPAL OFFICER (if not a biologist) THOMAS NERKO WILDLIFE COORDINATOR		6. TYPE OF PERMIT DEPREDATION AT AIRPORTS
10. AREA WHERE WILDLIFE DAMAGE MAY OCCUR (IF APPLICABLE) WITHIN THE AIRPORT OPERATING AREA, STRATFORD, CT		
11. CONDITIONS AND AUTHORIZATIONS		
A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 11, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK 12 ABOVE, AND PERMIT MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CONDUCTED IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION AND WITHIN THE PERMITTED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE REGULATIONS, INCLUDING THE RULES OF ALL APPLICABLE FEDERAL AGENCIES AND STATES.		
B. THE VALIDITY OF THIS PERMIT IS ALSO CONTINGENT UPON ELIGIBLE CHIEF WARDENS OF ALL APPLICABLE FEDERAL, STATE, LOCAL, OR OTHER FEDERAL, OR		
C. VALID PERMITS MUST BE DISPLAYED PROMINENTLY.		
D. You are authorized to take, temporarily possess, and transport the migratory birds specified below to relieve or prevent injurious situations impacting public safety. All take must be done as part of an integrated wildlife damage management program that emphasizes nonlethal management techniques. You may not use this authority for situations in which migratory birds are merely causing a nuisance.		
(1) The following may be lethally taken: <ul style="list-style-type: none"> • 100 total Canada Geese; • 200 Herring, Ring-billed, Laughing gulls and Great black-backed gulls, in any species combination; • 50 Gadwall, American Black and Mallard ducks, in any species combination; • 50 Barn, Tree, Cliff, and Bank Swallows and Chimney swifts, in any species combination; • 10 Blue and Green winged teal, in any species combination; • 10 Common and Hooded mergansers, in any species combination; • 25 Great blue and Black-crowned night heron, in any species combination; • 20 Great, Cattle, and Snowy egrets, in any species combination; • 25 each Double-crested cormorants, and Mourning doves; and • 40 each Horned lark and Snow bunting 		
(2) The following active nests (including eggs) may be destroyed:		
<input checked="" type="checkbox"/> ALL APPLICABLE REGULATIONS AND AUTHORIZATIONS ALSO APPLY		
12. REPORTING REQUIREMENTS ANNUAL REPORT IS DUE WITH NEXT RENEWAL REPORT FORMS CAN BE FOUND AT: http://www.fws.gov/migratorybirds/mbpermits.html		
ISSUED BY <i>[Signature]</i> WILDLIFE COORDINATOR	DATE 2/26/2013	

- 2 nest of Ospreys and
- 10 nest of American Black Ducks or Mallards in any species combination
- 50 nests of Herring Gull and Great Black-backed Gull, in any species combination,

Nests should be proactively destroyed during the inactive phase (no eggs present in the nest) to prevent nesting and eliminate the need to handle active nests. The total number of nests authorized reflects the largest number of nests removed or oiled on any one visit to a property. Nests removed or oiled on all other days are assumed re-nests, therefore, the number of nests/eggs oiled or removed on the highest count day best reflects the actual number of nests present on a property. Nests with chicks may not be destroyed or relocated. You may treat the eggs by oiling (using Egg Oil, 100% food grade corn oil, ADG Tech Note-June 1998), freezing, shaking, puncturing and immediately replacing the eggs for subsequent incubation, OR remove and destroy these nests and any eggs contained therein.

State restrictions: No species may be taken which is State listed as Endangered, Threatened, or Special Concern, without prior authorization from the Connecticut Department of Environmental Protection Commissioner Tel: 860-424-3011. Included on the State list, among other species, are Peregrine Falcon, Short-eared Owl, Northern Harrier, Upland Sandpiper and Grasshopper Sparrow.

"ANY BLACK DUCKS TAKEN SHOULD BE ATTEMPTED TO BE SALVAGED AND REPORTED TO THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION WILDLIFE DIVISION AT (860)-424-3011 FOR POSSIBLE USE IN CONTAMINANT SAMPLING STUDIES."

E. You are authorized in emergency situations only to take, trap, or relocate any migratory birds, nests and eggs, including species that are not listed in Condition D (except bald eagles, golden eagles, or endangered or threatened species) when the migratory birds, nests, or eggs are posing a direct threat to human safety. A direct threat to human safety is one which involves a threat of serious bodily injury or a risk to human life.

You must report any emergency take activity to your migratory bird permit issuing office, Hadley, MA, 413-253-8424(fax), within 72 hours after the emergency take action. Your report must include the species and number of birds taken, method, and a complete description of the circumstances warranting the emergency action.

F. You are authorized to salvage and temporarily possess migratory birds found dead or taken under this permit for (1) disposal, (2) transfer to the U.S. Department of Agriculture, (3) diagnostic purposes, (4) purposes of training airport personnel, (5) donation to a public charity (those suitable for human consumption), or (6) donation to a public scientific or educational institution as defined in 50 CFR 10.12. Any dead bald eagles or golden eagles salvaged must be reported within 48 hours to the National Eagle Repository at (303) 287-2110 and to the migratory bird permit issuing office at 413-253-8424 (fax). The Repository will provide directions for shipment of these specimens.

G. You may not salvage and must immediately report to U.S. Fish and Wildlife Service Law Enforcement any migratory birds that appear to have been poisoned, shot, or otherwise injured as the result of criminal activity.

H. You may use the following methods of take: (1) 10 gauge Shotguns (1a) other types of firearms by USDA only; (2) nets; (3) registered animal drugs (excluding nicarbazin), pesticides and repellents; (4) falconry abatement; and (5) legal lethal and live traps (excluding pole traps). Birds caught live may be euthanized or transported and relocated to another site approved by the appropriate State wildlife agency, if required. When using firearms, you may use rifles or air rifles to shoot any bird when you determine that the use of a shotgun is inadequate to resolve the injurious situation. The use of any of the above techniques is at your discretion for each situation. Use of paint ball guns is prohibited.

I. You may temporarily possess and stabilize sick and injured migratory birds and immediately transport them to a federally licensed rehabilitator for care.

J. The following subpermittees are authorized: Thomas Norko, Jean Paul Chacur, Stephen Ford, Willie McBride, Frank Wasylink, and employees of USDA, Wildlife Services. In addition, any other person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

K. You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

L. A "No Feeding Policy" must be in place.

For Canada Geese Egg Addling or Nest Destruction you MUST register each year between January 1 and June 30 at: <https://permits.fws.gov/eRCGR>. You must return to website and report your take before October 31 each year.

Current State of Connecticut Depredation Permit



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

AIRPORT DEPREDAATION PERMIT 26-7

October 15, 2013

Mr. Thomas Nerke
Airport Certification Specialist
Sikorsky Memorial Airport
Main Terminal
1000 Great Meadow Rd.
Stratford, CT 06615

Dear Mr. Nerke:

Pursuant to section 26-7 of the Connecticut General Statutes, I hereby appoint you and the officers listed below as Volunteer Assistants.

This Appointment is granted for the purpose of taking wildlife within the confines of the Sikorsky Memorial Airport in order to protect public safety. The taking of wildlife shall be consistent with wildlife harvest recommendations prepared by USDA Wildlife Services and shall be subject to the following conditions:

1. The following individuals are appointed by the Commissioner of Energy & Environmental Protection to take wildlife within the airport property: Thomas Nerke, Francis Wasylik, Stephen Fucci, William Mellick, Christopher Samojewski and Jenn Paul Charaz.
2. The Airport is authorized to use the agents to take wildlife.
3. Wildlife may be taken during the day or at night, however, the take of wildlife is not permitted on Sundays.
4. In the case of an imminent threat to public health or safety, notwithstanding the provision contained in condition #1, wildlife may be taken at any time, using any method consistent with professional wildlife management practices.
5. Immediately upon the taking of any deer such deer shall be: a) tagged with leg tags provided by the Department of Energy Environmental Protection and b) field dressed and stored in a cool location. The Department of Energy & Environmental Protection's Communication Center, which operates 24 hours a day, shall be notified of the tag number(s) used by calling (561) 424-3333.
6. Deer suitable for human consumption shall be donated to the Sources for the Hungry program. Deer that are not suitable for human consumption and other wildlife may be disposed of by burial on site or at a solid waste disposal facility (landfill or incinerator) provided that authorization is obtained from the permittee.
7. An annual report of all wildlife taken shall be filed with the Wildlife Division by January 15th for the previous calendar year.
8. This appointment shall expire December 31, 2015 and may be renewed upon request.
9. Additional authorization from the Commissioner is required to take any state listed endangered or threatened species. The taking of Federally listed species or migratory birds shall be subject to Federal regulatory authority.

Should you have any questions regarding this Appointment please contact Ms. Lizzie Fortin, Wildlife Biologist, DEEP, Wildlife Division at (860) 424-3963 or luffie.fortin@ct.gov.

Sincerely,

Samu K. Whalen
Deputy Commissioner

cc: LAW 2013000272

29 Elm Street, Hartford, CT 06106-5127
www.ct.gov/deep
Affirmative Action/Equal Opportunity Employer

Blank Strike Report Sheet

Form Approved
OMB No. 2120-0045

BIRD STRIKE INCIDENT/INGESTION REPORT <i>Other Wildlife Species May Be Described Here</i> Operation Cost and Engine Damage Information							
1. Name of Operator		2. Aircraft Make/Model		3. Engine Make/Model			
4. Aircraft Registration		5. Date of Incident (DD, MM, YY)		6. Local Time of Incident <input type="checkbox"/> Dawn <input type="checkbox"/> Dusk <input type="checkbox"/> Day <input type="checkbox"/> Night			
7. Aerodrome Name		8. Runway Used		9. Location if En Route (Nearest Town/Reference and State)			
10. Height (AGL) <i>feet</i>		11. Speed (IAS) <i>knols</i>					
12. Phase of Flight		13. Part(s) of Aircraft Struck or Damaged					
<input type="checkbox"/> A. Parked <input type="checkbox"/> B. Taxi <input type="checkbox"/> C. Take-off <input type="checkbox"/> D. Climb <input type="checkbox"/> E. En Route <input type="checkbox"/> F. Descent <input type="checkbox"/> G. Approach <input type="checkbox"/> H. Landing Roll							
			Struck	Damaged		Struck	Damaged
		A. Radome	<input type="checkbox"/>	<input type="checkbox"/>	H. Propeller	<input type="checkbox"/>	<input type="checkbox"/>
		B. Windshield	<input type="checkbox"/>	<input type="checkbox"/>	I. Wing/Rotor	<input type="checkbox"/>	<input type="checkbox"/>
		C. Nose	<input type="checkbox"/>	<input type="checkbox"/>	J. Fuselage	<input type="checkbox"/>	<input type="checkbox"/>
		D. Engine No. 1	<input type="checkbox"/>	<input type="checkbox"/>	K. Landing Gear	<input type="checkbox"/>	<input type="checkbox"/>
		E. Engine No. 2	<input type="checkbox"/>	<input type="checkbox"/>	L. Tail	<input type="checkbox"/>	<input type="checkbox"/>
		F. Engine No. 3	<input type="checkbox"/>	<input type="checkbox"/>	M. Lights	<input type="checkbox"/>	<input type="checkbox"/>
		G. Engine No. 4	<input type="checkbox"/>	<input type="checkbox"/>	N. Other (<i>specify</i>)	<input type="checkbox"/>	<input type="checkbox"/>
14. Effect on Flight <input type="checkbox"/> None <input type="checkbox"/> Aborted Take-Off <input type="checkbox"/> Precautionary Landing <input type="checkbox"/> Engines Shut Down <input type="checkbox"/> Other (<i>specify</i>)		15. Sky Condition <input type="checkbox"/> No Cloud <input type="checkbox"/> Some Cloud <input type="checkbox"/> Overcast		16. Precipitation <input type="checkbox"/> Fog <input type="checkbox"/> Rain <input type="checkbox"/> Snow			
17. Bird Species		18. Number of birds seen and/or struck			19. Size of Bird(s) <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Large		
		Number of Birds	Seen	Struck			
		1	<input type="checkbox"/>	<input type="checkbox"/>			
		2-10	<input type="checkbox"/>	<input type="checkbox"/>			
		11-100	<input type="checkbox"/>	<input type="checkbox"/>			
		more than 100	<input type="checkbox"/>	<input type="checkbox"/>			
20. Pilot Warned of Birds <input type="checkbox"/> Yes <input type="checkbox"/> No							
21. Remarks (<i>describe damage, injuries and other pertinent information</i>).							
ENGINE DAMAGE COST INFORMATION							
22. Aircraft time out of service: hours		23. Estimated cost of repairs or replacement (\$ U.S. in thousands): \$		24. Estimated other cost (\$ U.S. thousands) (e.g. loss of revenue, fuel, hotels): \$			
Reported by (<i>Optional</i>)		Title		Date			

Current Cooperative Service Agreement with USDA WS

WS-ER (2/08)

Agreement No.: 09011
Accounting Code:

COOPERATIVE SERVICE AGREEMENT
between
IGOR I. SIKORSKY MEMORIAL AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)



ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, as described in the Work Plan to reduce the potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and IGOR I. SIKORSKY MEMORIAL AIRPORT mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

John Ricci, Airport Manager
Sikorsky Memorial Airport
1000 Great Meadows Road
Stratford, CT 06615

APHIS-WS: Monte D. Chandler, State Director
USDA, APHIS, WS
463 West Street
Amherst, MA 01002

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be IGOR I. SIKORSKY MEMORIAL AIRPORT or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the airport manager of Igor I. Sikorsky Memorial Airport, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

IGOR I. SIKORSKY MEMORIAL AIRPORT agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by IGOR I. SIKORSKY MEMORIAL AIRPORT. IGOR I. SIKORSKY MEMORIAL AIRPORT will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). IGOR I. SIKORSKY MEMORIAL AIRPORT will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the IGOR I. SIKORSKY MEMORIAL AIRPORT authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for wildlife species that poses a threat to aviation and list USDA, APHIS, Wildlife Services as subpermittees. The list contains, but is not limited to, Eastern coyote, red fox, raccoon, white tailed deer, wild turkey rock pigeon, mute swan, American crow, European starling, herring gull, great black-back gull, ring-billed gull, Canada goose, American black duck, mallard duck, hooded merganser, cattle egret, great egret, great blue heron, turkey vulture, mourning dove, and other wildlife as necessary.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at IGOR I. SIKORSKY MEMORIAL AIRPORT as described in the Work and Financial Plans.
2. Designate to IGOR I. SIKORSKY MEMORIAL AIRPORT the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill IGOR I. SIKORSKY MEMORIAL AIRPORT for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and IGOR I. SIKORSKY MEMORIAL AIRPORT shall have the right to inspect and audit such records.
4. To coordinate with IGOR I. SIKORSKY MEMORIAL AIRPORT before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

IGOR I. SIKORSKY MEMORIAL AIRPORT certifies that APHIS WS has advised IGOR I. SIKORSKY MEMORIAL AIRPORT that there may be private sector service providers available to provide wildlife management services that IGOR I. SIKORSKY MEMORIAL AIRPORT is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

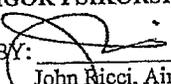
ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

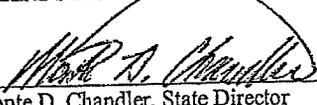
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

IGOR I. SIKORSKY MEMORIAL AIRPORT Taxpayer Identification Number (TIN) _____

IGOR I SIKORSKY MEMORIAL AIRPORT:

BY:  _____ Date 6/7/10
John Ricci, Airport Manager
Sikorsky Memorial Airport
1000 Great Meadows Road
Stratford, CT 06615

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES.

BY:  _____ Date 14 June 2010
Monte D. Chandler, State Director
USDA, APHIS, WS
463 West Street
Amherst MA 01002

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, as described in the Work Plan to reduce the potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes.

Planned USDA, APHIS, Wildlife Services Activities

Monitoring and control of wildlife for a period of twelve (12) months. Services include twenty-four (24) bi-monthly site visits to conduct operational control of wildlife creating a hazard to aviation safety. Methods to be used may include, but not be limited to vehicle chasing, pyrotechnics, trapping, toxicants, and firearms. Wildlife Services will coordinate with Tweed-New Haven personnel when scheduling and planning control activities. Additional site visits for control may be conducted at Wildlife Services discretion, as outside funding and scheduling allow, up to a total of twenty-two (22) visits. Visits may be conducted at greater or lesser frequency depending on seasonal wildlife activity, weather conditions, and the needs of the airport.

This agreement will begin June 1, 2010 and run through May 31, 2011.

(All activities will be conducted with both regular and overtime hours worked as necessary to accomplish the objectives of the program.)

Wildlife Hazards at Airports Training Outline

- Introduction – Wildlife Hazards at Airports “Why are we here?”

- History of wildlife-aviation problems
 - Wildlife hazards to aviation
 - Wildlife attractants
 - Airports responsibilities

- Hazardous Species

- Airport environment
 - Attractants on the airport
 - Off-site attractants
 - Seasonality of species

- Rules, Regulations and Permits

- Non-FAA laws and policies
 - FAA regulations and advisories
 - State laws and policies
 - Local laws and ordinances

- Basic Bird Identification

- Field Gear
 - Common birds
 - Bird factors
 - Environment/habitat
 - Record keeping/surveys

- Wildlife Hazard Log and Strike Collection

- Data Base
 - Procedures for collection (hands on)
 - Collection forms and documentation
 - Reports
 - Airman

- Techniques to Manage Wildlife Hazards at Airports

- Wildlife Hazards
 - Proactive management
 - Reactive management

20. AIRPORT CONDITION REPORTING 139.339

A. Airport Operations personnel shall issue a NOTAM should any condition exist which may affect the safe operation of aircraft. These conditions shall include, but are not be limited to:

- Construction activities on any areas used by aircraft
- Surface irregularities on any surface used by aircraft
- Snow, ice, slush or water on any aircraft use surface
- Snow piles or drifts near any runway or taxiway
- Objects on any movement area
- Lighting system malfunction
- Wildlife or livestock hazards
- Non-availability of any rescue and firefighting equipment
- Any other condition which may adversely affect safe airport operations

B. The following is a list of Airport Operations and management personnel who are authorized to issue NOTAMs:

- SF – Stephen Ford
- WM – Willie McBride
- TN – Thomas Norko
- JPC – Jean Paul Chacur
- KH – Kyle Hoffman

C. Exhibit 16A and 16B depict the forms used to issue and log NOTAMs.

D. AC 150/5200-28B was referenced with regard to developing and implementing the NOTAM procedures.

E. NOTAMs and their associated logs will be kept on file in the Airport Manager's Office for a period of 12 calendar months as outlined in Section 2 of this ACM.

EXHIBIT 20A – NOTAM FORM



**SIKORSKY MEMORIAL AIRPORT (BDR)
NOTICES TO AIRMEN (N.O.T.A.M.)**

FAA NOTAM # _____ DATE: _____

AIRPORT I.D. # _____ TIME: _____

NOTAM TEXT:

NOTIFICATION:

BDR TOWER
PHONE # 203-378-4106

INITIALS _____ TIME _____ CALLED IN BY _____

LOCKHEED NOTAMS
PHONE # 877-487-6867

INITIALS _____ TIME _____ CALLED IN BY _____

CANCELLED:

NOTIFICATION:

BDR TOWER
PHONE # 203-378-4106

INITIALS _____ TIME _____ CALLED IN BY _____

LOCKHEED NOTAMS
PHONE # 877-487-6867

INITIALS _____ TIME _____ CALLED IN BY _____

21. IDENTIFYING, MARKING, REPORTING CONSTRUCTION AND OTHER UNSERVICEABLE AREAS 139.341

- i. Sikorsky Memorial Airport is a Class IV airport and according to Part 139.203, is not required to have a Identifying, Marking, Reporting Construction and Other Unserviceable Areas Section.

22. NON-COMPLYING CONDITIONS 139.343

- A. Airport Operations shall inform the Airport Manager of any condition that warrants the closing of all, or a portion of, the airport to air carrier traffic. The Airport Manager shall decide the severity of the condition and necessity for closing and shall take appropriate actions and notify the FAA and air carriers accordingly.
- B. Should, in the Airport Manager's opinion, any areas of the airport be deemed unsafe for air carrier operations, it shall be so marked by Airport Operations personnel.

APPENDIX 4. RELATED ADVISORY CIRCULARS

The FAA periodically publishes new ACs and updates existing ones. To obtain a current listing of FAA ACs, please consult the most recent version of AC 00-2, Advisory Circular Checklist. This document also explains how to obtain circulars and whether they are free or for sale. The Checklist is available on the FAA's website at <http://www.faa.gov/ABA/>. It can also be requested by writing to the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

Most of the ACs listed below are available at <http://www.faa.gov/ARP/>.

Paved Areas

150/5320-6	Airport Pavement Design and Evaluation
150/5380-5	Debris Hazards at Civil Airports

Safety Areas

150/5220-22	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5300-13	Airport Design
150/5320-5	Airport Drainage

Marking Signs, and Lighting

150/5340-1	Standards for Airport Markings
150/5340-4	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5	Segmented Circle Airport Marker System
150/5340-14	Economy Approach Lighting Aids
150/5340-17	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18	Standards for Airport Sign Systems
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-24	Runway and Taxiway Edge Lighting System
150/5340-26	Maintenance of Airport Visual Aid Facilities
150/5340-28	Low Visibility Taxiway Lighting Systems
150/5340-29	Installation Details for Land and Hold Short Lighting Systems
150/5345-12	Specification for Airport and Heliport Beacon
150/5345-28	Precision Approach Path Indicator (PAPI) Systems
150/5345-43	Specification for Obstruction Lighting Equipment
150/5345-44	Specification for Taxiway and Runway Signs

Snow and Ice Control

150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30	Airport Winter Safety and Operations

150/5220-20 Airport Snow and Ice Control Equipment

Aircraft Rescue and Fire Fighting (ARFF)

150/5200-12 Fire Department Responsibility in Protecting Evidence at the Scene of an Aircraft Accident

150/5210-6 Aircraft Fire and Rescue Facilities and Extinguishing Agents

150/5210-7 Aircraft Rescue and Firefighting Communications

150/5210-13 Water Rescue Plans, Facilities, and Equipment

150/5210-14 Airport Fire and Rescue Personnel Protective Clothing

150/5210-15 Aircraft Rescue and Firefighting Station Building Design

150/5210-17 Programs for Training of Aircraft Rescue and Firefighting Personnel

150/5220-4 Water Supply Systems for Aircraft Fire and Rescue Protection

150/5220-10 Guide Specification for Water/Foam Aircraft Rescue and Firefighting Vehicles

150/5220-17 Design Standards for an Aircraft Rescue and Firefighting Training Facility

Hazardous Materials

20-43 Aircraft Fuel Control

150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports

Traffic and Wind Direction Indicators

150/5340-5 Segmented Circle Airport Marker System

150/5340-21 Airport Miscellaneous Lighting Visual Aids

150/5340-23 Supplemental Wind Cones

150/5345-27 Specification for Wind Cone Assemblies

Airport Emergencies

150/5200-31 Airport Emergency Plan

150/5210-2 Airport Emergency Medical Facilities and Services

150/5210-13 Water Rescue Plans, Facilities, and Equipment

150/5340-17 Standby Power for Non-FAA Airport Lighting Systems

Self-Inspection Program

150/5200-18 Airport Safety Self-Inspection

150/5210-18 Systems for Interactive Training of Airport Personnel

Ground Vehicles

90-67 Light Signals from the Control Tower for Ground Vehicles, Equipment, and Personnel

150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20	Ground Vehicle Operations on Airports
150/5370-2	Operational Safety on Airports During Construction

Obstructions

70/7460-1	Obstruction Marking and Lighting
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5345-43	Specification for Obstruction Lighting Equipment

Protection of NAVAIDs

150/5300-13	Airport Design
150/5340-1	Standards for Airport Markings
150/5340-18	Standards for Airport Sign Systems

Public Protection

150/5300-13	Airport Design
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Wildlife Hazard Management

150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5200-34	Construction or Establishment of Landfills near Public Airports

Airport Condition Reporting

150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
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Identifying, Marking, and Reporting Construction and Unserviceable Areas

150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
150/5340-1	Standards for Airport Markings
150/5370-2	Operational Safety on Airports During Construction

APPENDIX 2

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE



FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

SIKORSKY MEMORIAL AIRPORT
1000 GREAT MEADOW ROAD
STRATFORD, CT 06615

Rec'd 1/10/13
Sikorsky Airport
12:30 pm



2. AUTHORITY-STATUTES
16 USD 703-712

REGULATIONS
50 CFR Part 13
50 CFR 21.41

3. NUMBER
MB829505-0

4. RENEWABLE
 YES
 NO

5. MAY COPY
 YES
 NO

6. EFFECTIVE
01/31/2013

7. EXPIRES
01/30/2014

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)
THOMAS NORKO
WILDLIFE COORDINATOR

9. TYPE OF PERMIT
DEPREDEATION AT AIRPORTS

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

WITHIN THE AIRPORT OPERATING AREA, STRATFORD, CT

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. You are authorized to take, temporarily possess, and transport the migratory birds specified below to relieve or prevent injurious situations impacting public safety. All take must be done as part of an integrated wildlife damage management program that emphasizes nonlethal management techniques. You may not use this authority for situations in which migratory birds are merely causing a nuisance.

(1) The following may be lethally taken:

- 100 total Canada Geese;
- 200 Herring, Ring-billed, Laughing gulls and Great black-backed gulls, in any species combination;
- 50 Gadwall, American Black and Mallard ducks, in any species combination;
- 50 Barn, Tree, Cliff, and Bank Swallows and Chimney swifts, in any species combination;
- 10 Blue and Green winged teal, in any species combination;
- 10 Common and Hooded mergansers, in any species combination;
- 25 Great blue and Black-crowned night heron, in any species combination;
- 20 Great, Cattle, and Snowy egrets, in any species combination;
- 25 each Double-crested cormorants, and Mourning doves; and
- 40 each Horned lark and Snow bunting

(2) The following active nests (including eggs) may be destroyed:

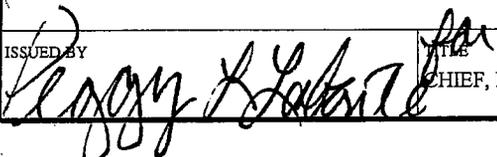
ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT IS DUE WITH NEXT RENEWAL

REPORT FORMS CAN BE FOUND AT: <http://www.fws.gov/migratorybirds/mbpermits.html>

ISSUED BY



TITLE

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

DATE

12/26/2012

- 2 nest of Ospreys and
- 10 nest of American Black Ducks or Mallards in any species combination
- 50 nests of Herring Gull and Great Black-backed Gull, in any species combination,

Nests should be proactively destroyed during the inactive phase (no eggs present in the nest) to prevent nesting and eliminate the need to handle active nests. The total number of nests authorized reflects the largest number of nests removed or oiled on any one visit to a property. Nests removed or oiled on all other days are assumed re-nests, therefore, the number of nests/eggs oiled or removed on the highest count day best reflects the actual number of nests present on a property. Nests with chicks may not be destroyed or relocated. You may treat the eggs by oiling (using Egg Oil, 100% food grade corn oil, ADC Tech Note-June 1996), freezing, shaking, puncturing and immediately replacing the eggs for subsequent incubation, OR remove and destroy these nests and any eggs contained therein.

State restrictions: No species may be taken which is State listed as Endangered, Threatened, or Special Concern, without prior authorization from the Connecticut Department of Environmental Protection Commissioner Tel: 860-424-3011. Included on the State list, among other species, are Peregrine Falcon, Short-eared Owl, Northern Harrier, Upland Sandpiper and Grasshopper Sparrow.

"ANY BLACK DUCKS TAKEN SHOULD BE ATTEMPTED TO BE SALVAGED AND REPORTED TO THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION WILDLIFE DIVISION AT (860)-424-3011 FOR POSSIBLE USE IN CONTAMINANT SAMPLING STUDIES."

E. You are authorized in emergency situations only to take, trap, or relocate any migratory birds, nests and eggs, including species that are not listed in Condition D (except bald eagles, golden eagles, or endangered or threatened species) when the migratory birds, nests, or eggs are posing a direct threat to human safety. A direct threat to human safety is one which involves a threat of serious bodily injury or a risk to human life.

You must report any emergency take activity to your migratory bird permit issuing office, Hadley, MA, 413-253-8424(fax), within 72 hours after the emergency take action. Your report must include the species and number of birds taken, method, and a complete description of the circumstances warranting the emergency action.

F. You are authorized to salvage and temporarily possess migratory birds found dead or taken under this permit for (1) sposal, (2) transfer to the U.S. Department of Agriculture, (3) diagnostic purposes, (4) purposes of training airport personnel, (5) donation to a public charity (those suitable for human consumption), or (6) donation to a public scientific or educational institution as defined in 50 CFR 10.12. Any dead bald eagles or golden eagles salvaged must be reported within 48 hours to the National Eagle Repository at (303) 287-2110 and to the migratory bird permit issuing office at 413-253-8424 (fax). The Repository will provide directions for shipment of these specimens.

G. You may not salvage and must immediately report to U.S. Fish and Wildlife Service Law Enforcement any migratory birds that appear to have been poisoned, shot, or otherwise injured as the result of criminal activity.

H. You may use the following methods of take: (1) 10 gauge Shotguns (1a)other types of firearms by USDA only; (2) nets; (3) registered animal drugs (excluding nicarbazin), pesticides and repellents; (4) falconry abatement; and (5) legal lethal and live traps (excluding pole traps). Birds caught live may be euthanized or transported and relocated to another site approved by the appropriate State wildlife agency, if required. When using firearms, you may use rifles or air rifles to shoot any bird when you determine that the use of a shotgun is inadequate to resolve the injurious situation. The use of any of the above techniques is at your discretion for each situation. Use of paint ball guns is prohibited.

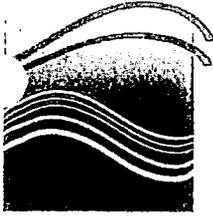
I. You may temporarily possess and stabilize sick and injured migratory birds and immediately transport them to a federally licensed rehabilitator for care.

J. The following subpermittees are authorized: Thomas Norko, Jean Paul Chacur, Stephen Ford, Willie McBride, Frank Wasylink, and employees of USDA, Wildlife Services. In addition, any other person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

K. You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

A "No Feeding Policy" must be in place.

For Canada Geese Egg Addling or Nest Destruction you MUST register each year between January 1 and June 30 at: <https://epermits.fws.gov/eRCGR>. You must return to website and report your take before October 31 each year.



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

AIRPORT DEPREDATION PERMIT 26-7

October 15, 2012

Mr. Thomas Norko
Airport Certification Specialist
Sikorsky Memorial Airport
Main Terminal
1000 Great Meadow Rd.
Stratford, CT 06615

Dear Mr. Norko:

Pursuant to section 26-7 of the Connecticut General Statutes, I hereby appoint you and the officers listed below as Volunteer Assistants.

This Appointment is granted for the purpose of taking wildlife within the confines of the Sikorsky Memorial Airport in order to protect public safety. The taking of wildlife shall be consistent with wildlife hazard recommendations prepared by USDA Wildlife Services and shall be subject to the following conditions:

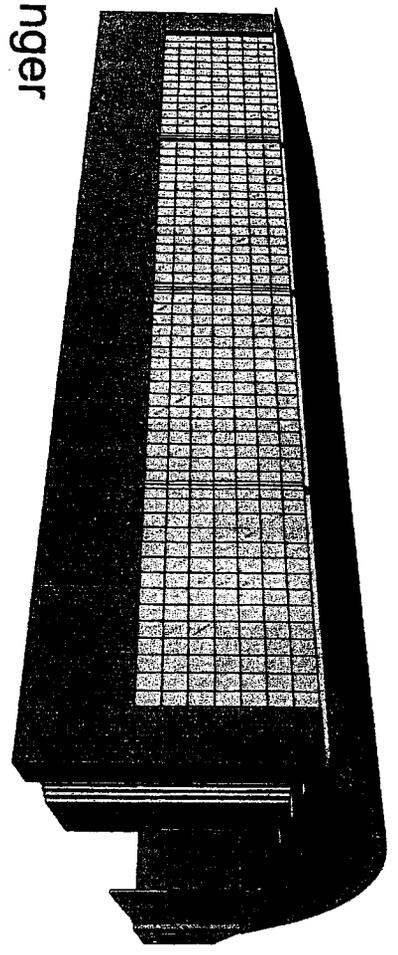
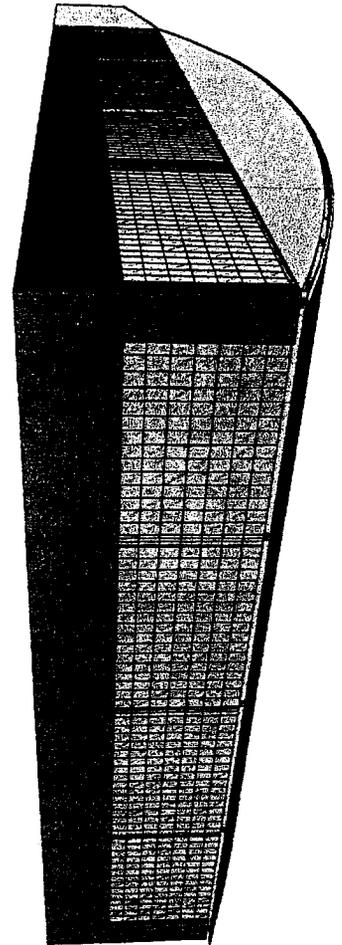
1. The following individuals are appointed by the Commissioner of Energy & Environmental Protection to take wildlife within the airport property— Thomas Norko, Francis Wasyluk, Stephen Ford, Willie McBride, Christopher Samorajczyk and Jean Paul Chacur.
2. The Airport is authorized to use shotguns to take wildlife.
3. Wildlife may be taken during the day or at night, however, the take of wildlife is not permitted on Sundays.
4. In the case of an imminent threat to public health or safety, notwithstanding the provision contained in condition #3, wildlife may be taken at any time, using any method consistent with professional wildlife management principles.
5. Immediately upon the taking of any deer such deer shall be: a) tagged with leg tags provided by the Department of Energy Environmental Protection and b) field dressed and stored in a cool location. The Department of Energy & Environmental Protection's Communication Center, which operates 24 hours a day, shall be notified of the tag number(s) used by calling (860) 424-3333.
6. Deer suitable for human consumption shall be donated to the Hunters for the Hungry program. Deer that are not suitable for human consumption and other wildlife may be disposed of by burial on site or at a solid waste disposal facility (landfill or incinerator) provided that authorization is obtained from the permittee.
7. An annual report of all wildlife taken shall be filed with the Wildlife Division by January 15th for the previous calendar year.
8. This appointment shall expire December 31, 2015 and may be renewed upon request.
9. Additional authorization from the Commissioner is required to take any state listed endangered or threatened species. The taking of Federally listed species or migratory birds shall be subject to Federal regulatory authority.

Should you have any questions regarding this Appointment please contact Ms. Laurie Fortin, Wildlife Biologist, DEEP, Wildlife Division at (860) 424-3963 or laurie.fortin@ct.gov.

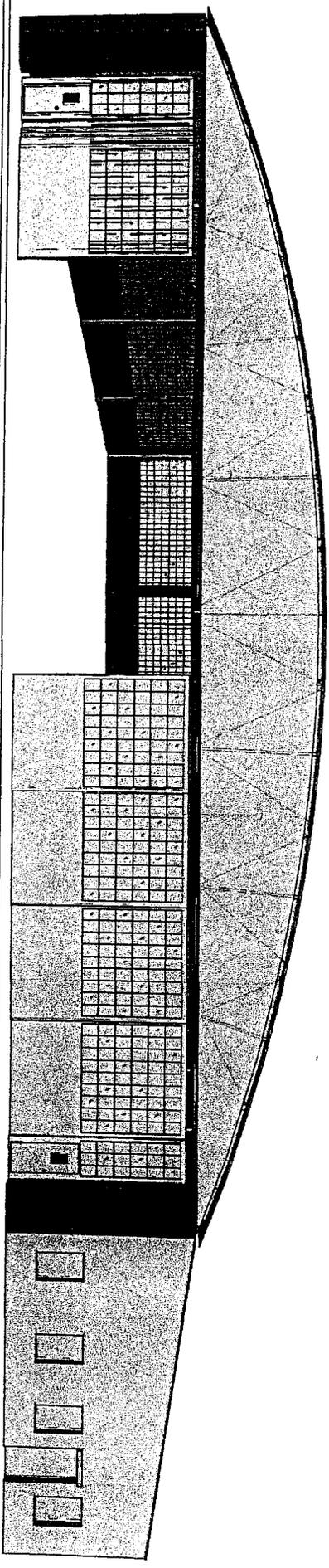
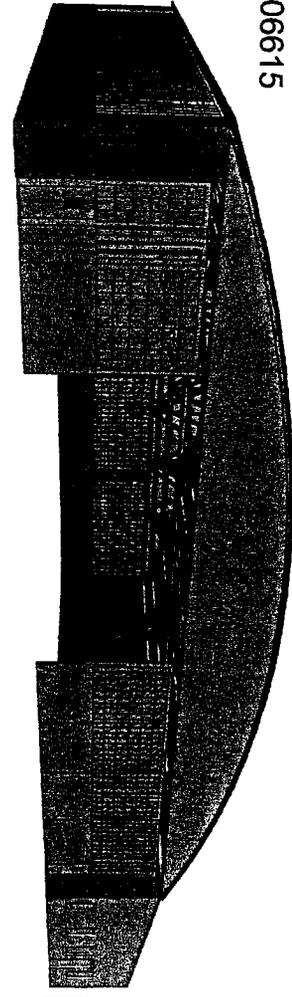
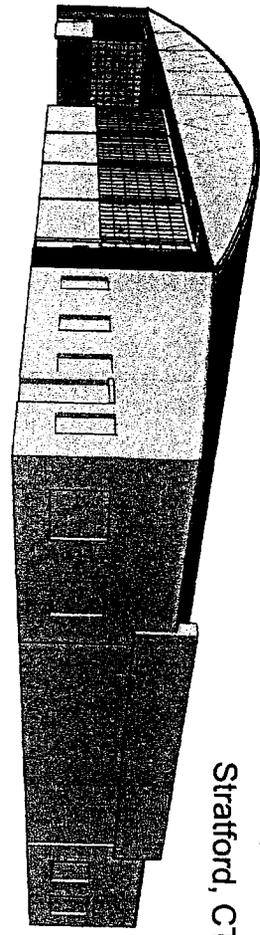
Sincerely,

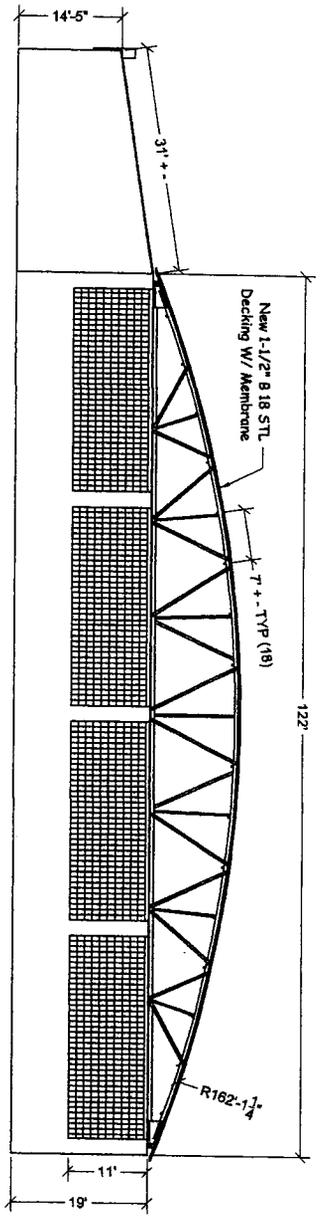
Susan K. Whalen
Deputy Commissioner

cc: Law Enforcement

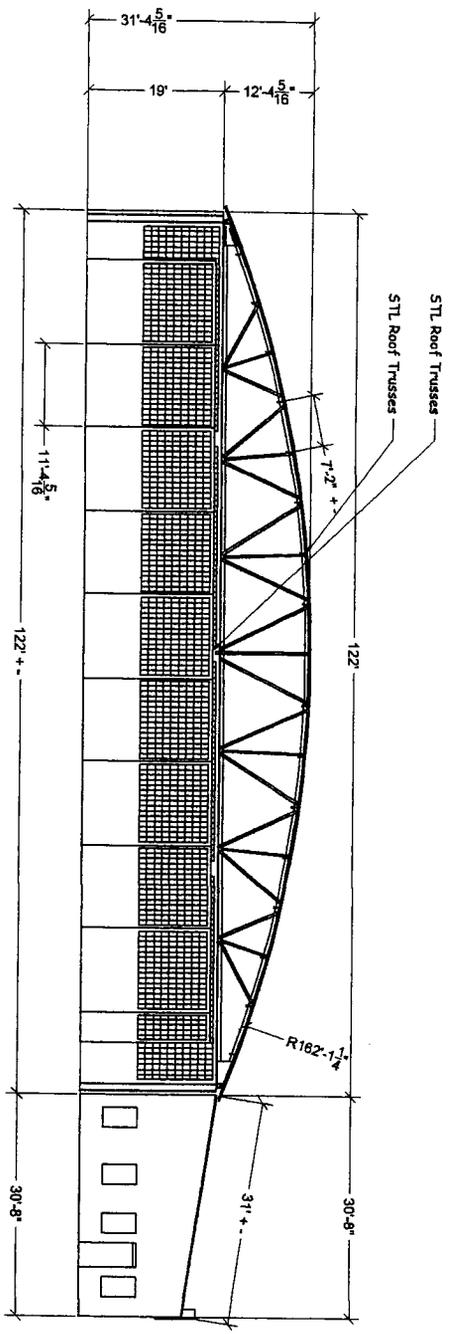


Curtiss Hanger
Sikorsky Memorial Airport
Stratford, CT 06615



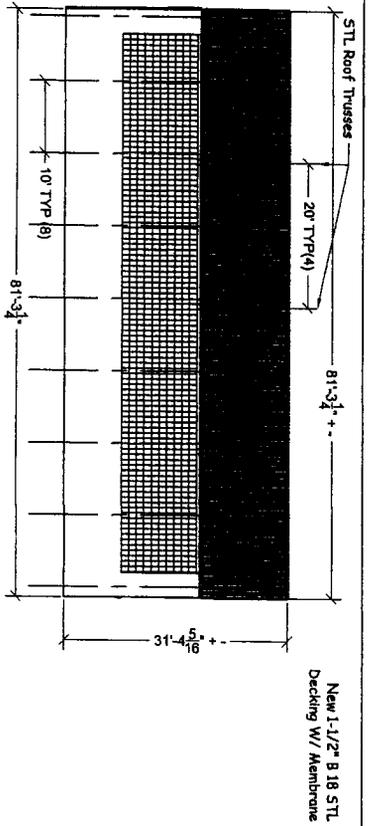


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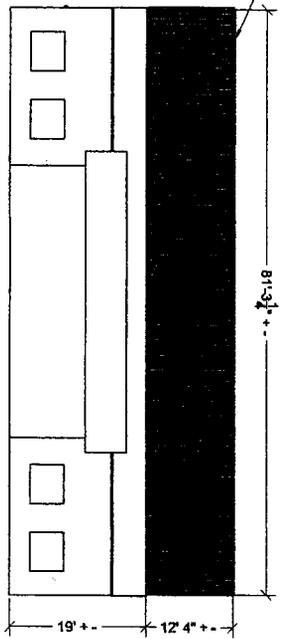


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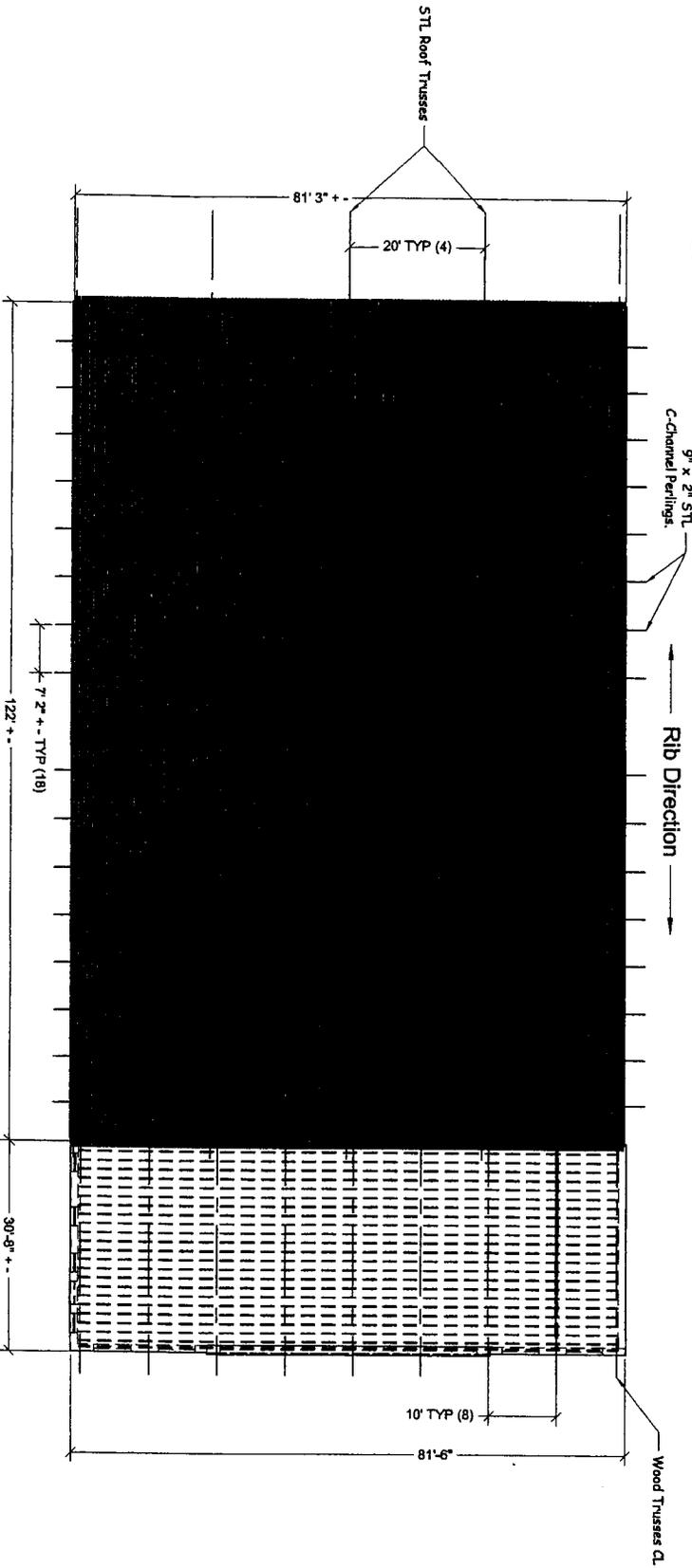
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<p>Project Name and Address</p> <p>Roof Repairs to Curtiss Hanger</p>		<p>Project No.</p> <p>02/19/13</p> <p>As Noted</p>
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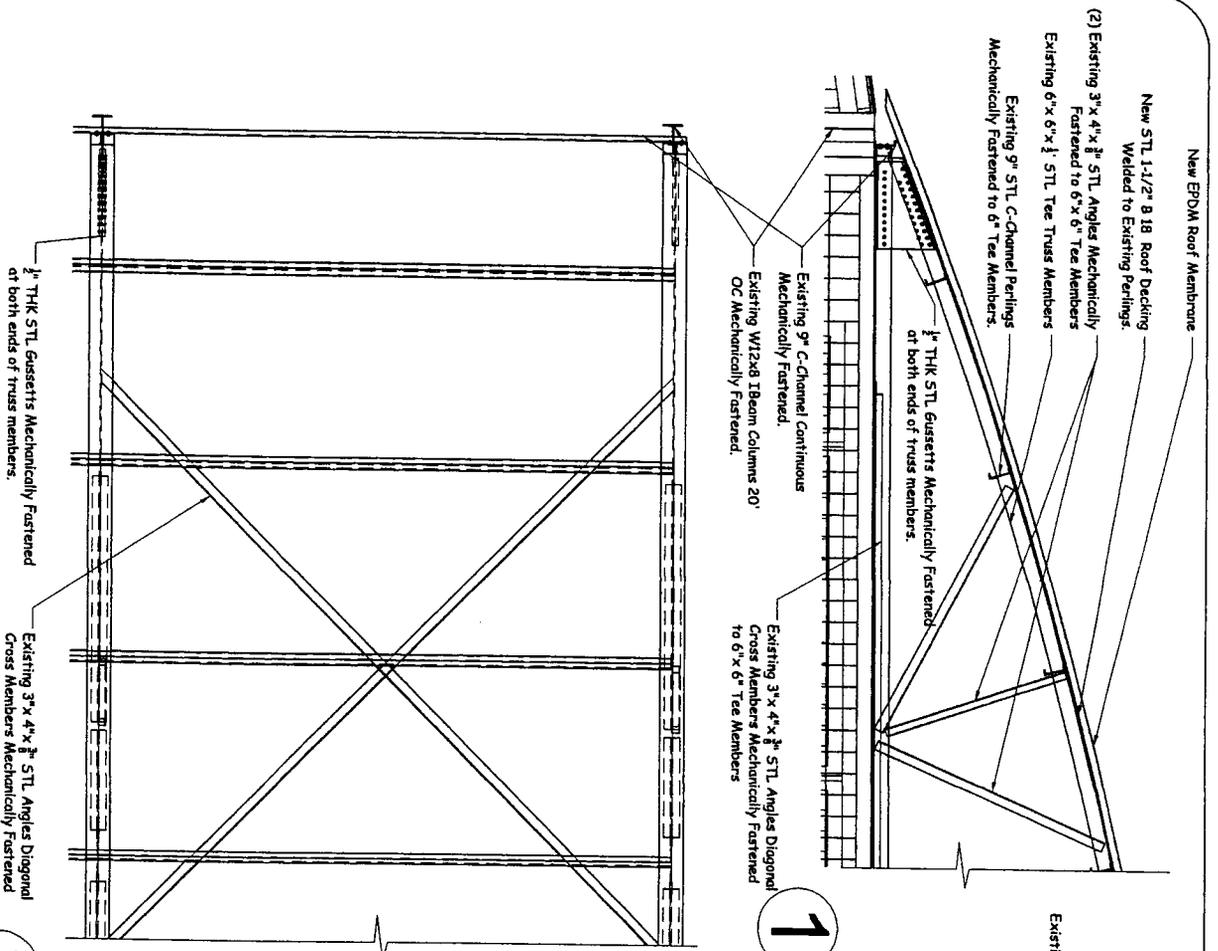


2 West Elevation
Scale: 1/8" = 1'-0"



3 Plan View
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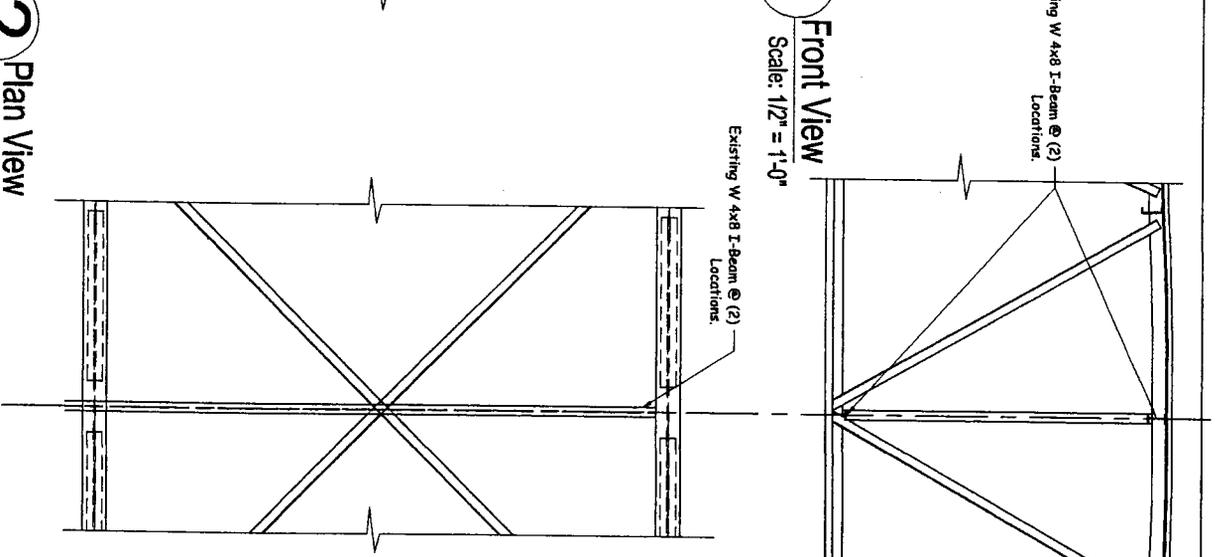
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<p>Prepared and issued by: Curtiss Hanger Sikorsky Memorial Airport Stratford, CT 06615</p>	
<p>Project Name and Number: Roof Repairs to Curtiss Hanger</p>	<p>Revision/Issue</p>
<p>Drawn: FGT-D Date: 02/19/13 Scale: As Noted</p>	<p>Checked: A-2.0</p>



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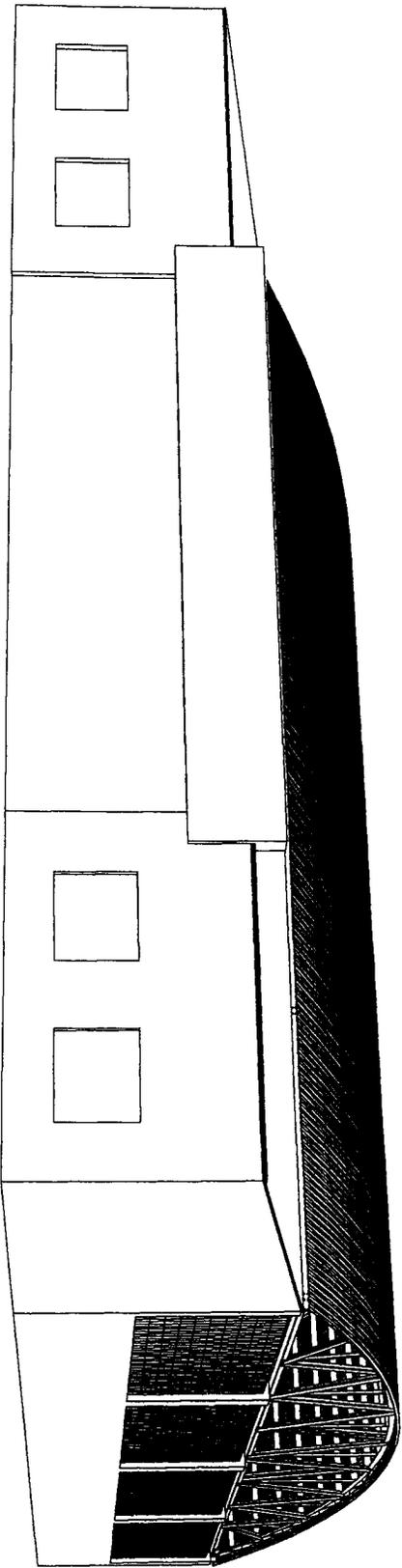
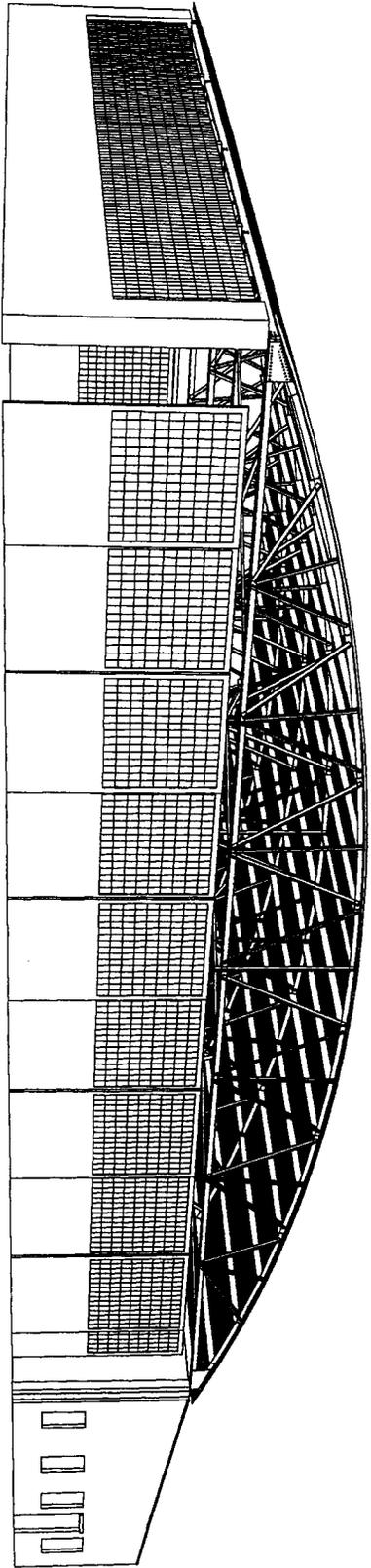


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Plan View

Scale: 1/2" = 1'-0"

<p>Project Name and Address</p> <p>Curtiss Hanger Sikorsky Memorial Airport Stretford, CT 06815</p>		<p>Job No.</p> <p>Revision/Date</p> <p>Date</p>
<p>Project No.</p> <p>FC1-0</p>	<p>Date</p> <p>02/15/13</p>	<p>Sheet</p> <p>A-3.0</p>
<p>Work Description</p> <p>Roof Repairs to Curtiss hanger</p>		
<p>Prepared by</p> <p>Checked by</p> <p>Approved by</p>		



General Notes

No.	Revisions/Notes	Date

Project Name and Address
Curtiss Hanger
 Sikorsky Memorial Airport
 Stratford, CT 06615

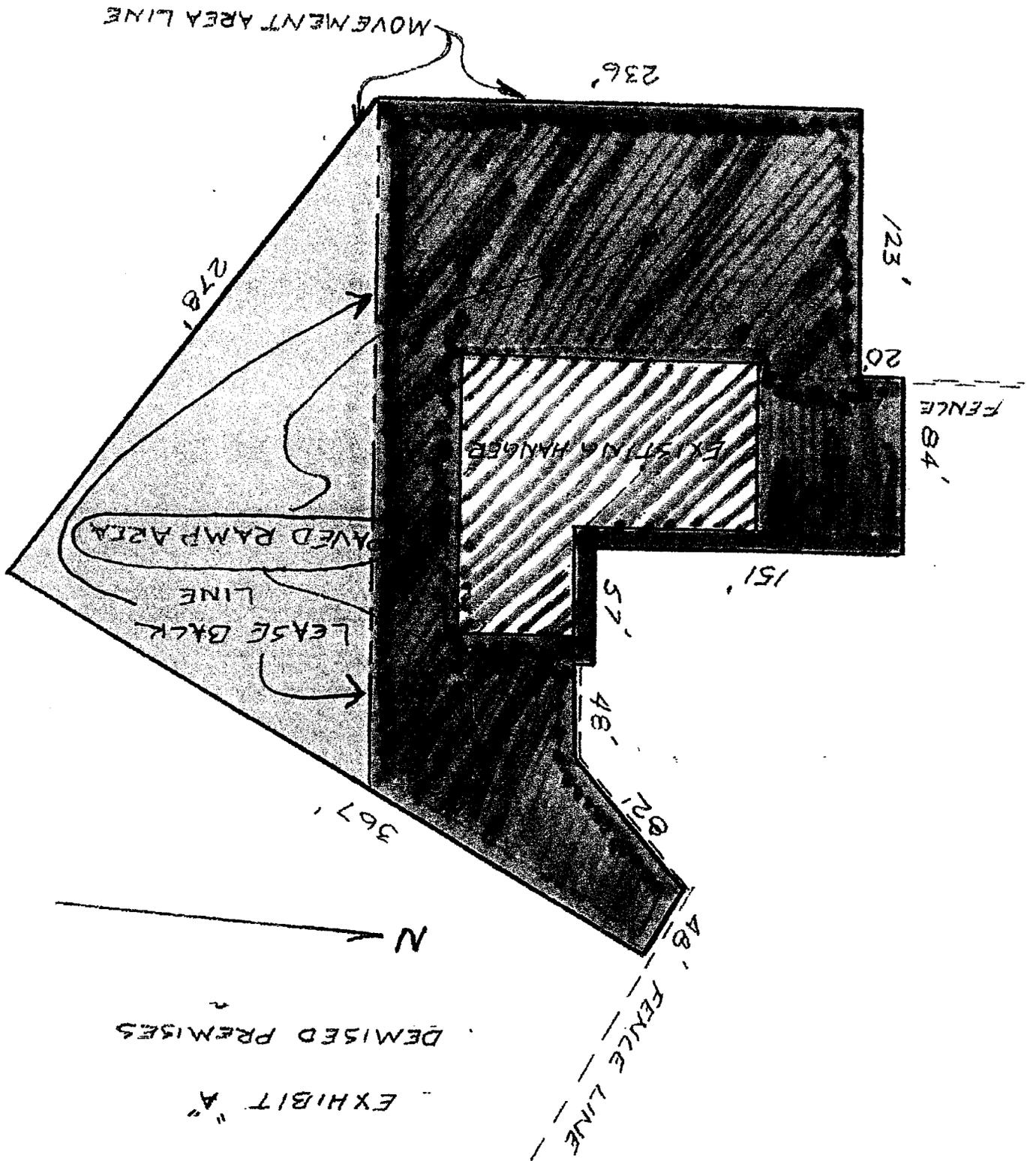
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Roof Repairs
 to
Curtiss Hanger

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OCTOBER 14, 2013

CT AIR & SPACE CENTER

LEASED AREA



DEMISED PREMISES

EXHIBIT "A"

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CASC

LEASER LINE

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To see all the details that are visible on the screen, use the "Print" link next to the map.

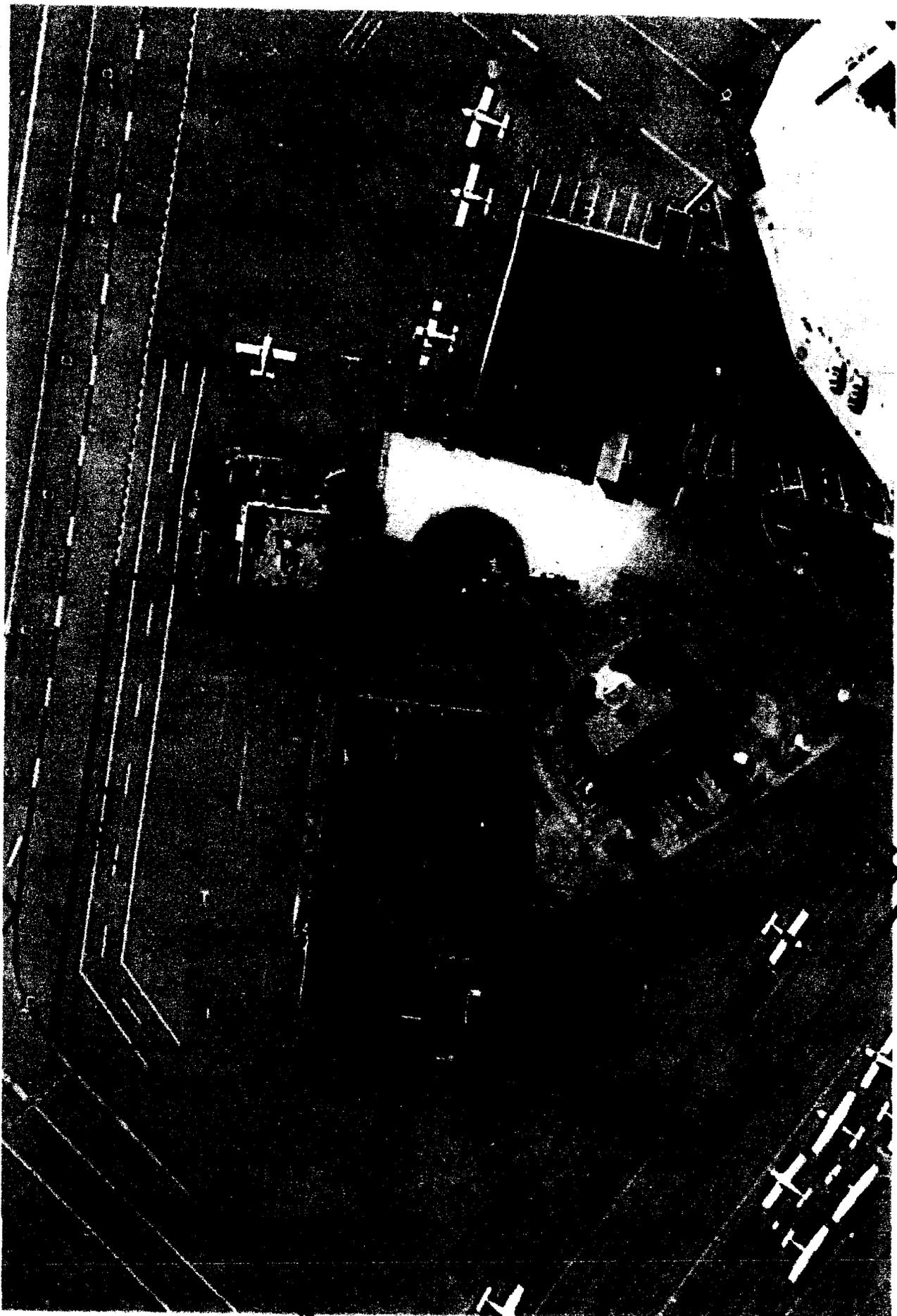
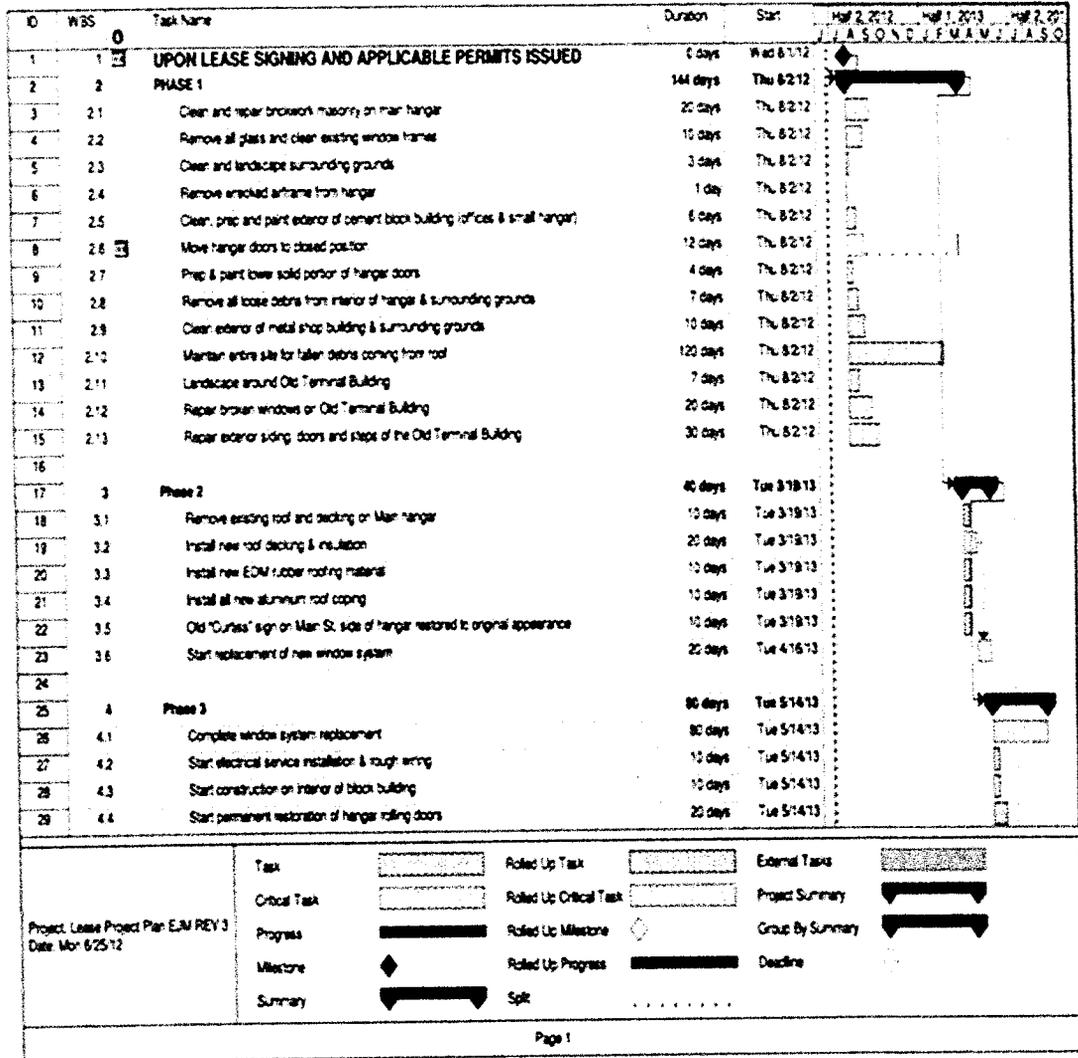


EXHIBIT D
PROJECT GANTT CHART





U.S. Department
of Transportation

Federal Aviation
Administration

Advisory Circular

Subject: Airport Foreign Object Debris (FOD) Management	Date: 9/30/2010	AC No: 150/5210-24
	Initiated by: AAS-100	Change:

1. **PURPOSE.** This advisory circular (AC) provides guidance for developing and managing an airport foreign object debris (FOD) program. In addition, this AC provides specifications for the equipment used in FOD removal operations.
2. **SCOPE.** The program described herein is composed of four main areas: prevention; detection; removal; and evaluation. Each of the four areas (corresponding to a dedicated chapter in this AC) contains strategies and practices that can help reduce FOD at airports.

The guidance in this AC is particularly applicable to airport owners and operators, air carrier station managers, and general aviation operators. Individuals in these positions may then be able to communicate to apron crews, maintenance technicians, and aircraft servicing personnel the safety hazards posed by FOD.

The FOD management guidelines presented in this AC are advisory and can be implemented at the discretion of the airport operator in accordance with the airport operator's approved Airport Certification Manual.

3. **CANCELLATION.** AC 150/5380-5B, Debris Hazards at Civil Airports, dated 7/5/96, is canceled.
4. **APPLICATION.** The Federal Aviation Administration (FAA) recommends the guidance and specifications in this Advisory Circular for developing and managing an airport FOD management program. In general, use of this AC is not mandatory. However, use of this AC is mandatory for the acquisition of FOD removal equipment through the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program. See Grant Assurance No. 34, Policies, Standards, and Specifications, and PFC Assurance No.9, Standards and Specifications.

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CHAPTER 1. TERMINOLOGY AND REFERENCES

1.1. DEFINITIONS.

a. **Air Operations Area (AOA).** All airport areas where aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, apron areas, and all unpaved surfaces within the airport's perimeter fence.

b. **Airport Apron (or Ramp).** A surface in the AOA where aircraft park and are serviced (refueled, loaded with cargo, and/or boarded by passengers).

c. **Clean-as-you-go.** The practice of cleaning one's surroundings before, during, and after a shift, especially when working with items that may become FOD.

d. **Foreign Object Debris (FOD).** Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft. **NOTE:** *The FAA is cooperating with international aviation organizations in an effort to develop a standard, international definition of FOD. If, and when, such a definition is developed and adopted by the International Civil Aviation Organization (ICAO), that definition will take precedence over the one provided in this AC.*

e. **Foreign Object Debris (FOD) Damage.** Any damage attributed to a foreign object that can be expressed in physical or economic terms which may or may not downgrade the product's safety or performance characteristics. **NOTE:** *For the purposes of this AC, and to reduce confusion and ensure consistency in language and terminology, "FOD" will only refer to the phrase "foreign object debris."*

f. **Hazard.** A condition, object or activity with the potential for causing damage, loss, or injury.

g. **Manufacturer.** The distributor, lessor, or supplier of automated FOD detection equipment. This includes any operator of a FOD removal program that incorporates FOD detection equipment and removal equipment.

1.2. ACRONYMS AND TERMS.

ACM	Airport Certification Manual
AOA	Air Operations Area
FAA	Federal Aviation Administration
FOD	Foreign Object Debris
GSE	Ground Support Equipment
ICAO	International Civil Aviation Organization

c. Sources.

(1) FAA ACs may be obtained from the FAA website at:
http://www.faa.gov/regulations_policies/advisory_circulars/

(2) FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website: http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/

(3) NHTSA Standards may be obtained from: NHTSA HQ, 1200 New Jersey Avenue, SE, West Building Washington, DC 20590. Website: www.nhtsa.dot.gov

(4) Industry publications may be obtained from:

(a) National Aerospace FOD Prevention, Inc., Telephone: (800) 363-1121 and website: www.nafpi.com

(b) The FOD Control Corporation, 8987 East Tanque Verde Road, Building 309 - Mail Stop #360, Tucson, Arizona USA, 85749-9399 and website: www.makeitfodfree.com

(c) National Aerospace Standards (NAS), from the Aerospace Industries Association of America, Inc., 15 Inverness Way East, Inglewood, CO 80112 and website: global.ihs.com/?RID=AIA

(d) San Antonio International Airport, 9800 Airport Blvd., San Antonio, TX 78216, Telephone: (210) 207-3475 and website: www.sanantonio.gov

(e) Society of Automotive Engineers, 400 Commonwealth Drive, Warrendale, PA 15096-0001

CHAPTER 2. INTRODUCTION

2.1. GENERAL.

The presence of FOD on an airport's air operations area (AOA) poses a significant threat to the safety of air travel. FOD has the potential to damage aircraft during critical phases of flight, which can lead to catastrophic loss of life and airframe, and at the very least increased maintenance and operating costs. FOD hazards can be reduced, however, through the implementation of a FOD management program and the effective use of FOD detection and removal equipment.

2.2. FOD FUNDAMENTALS.

a. FOD Hazards. FOD can severely injure airport or air carrier personnel or damage equipment. Types of potential damage include: cutting aircraft tires; being ingested into engines; or becoming lodged in mechanisms affecting flight operations. Personnel injuries or even death can occur when jet blast propels FOD through the airport environment at high velocities.

b. Sources of FOD.

(1) FOD comes from many sources, which complicates efforts to maintain safe airfield operations. FOD can be generated from personnel, airport infrastructure (pavements, lights, and signs), the environment (wildlife, snow, ice) and the equipment operating on the airfield (aircraft, airport operations vehicles, maintenance equipment, fueling trucks, other aircraft servicing equipment, and construction equipment).

(2) FOD can collect both on and below ground support equipment stored or staged on the airport apron, particularly in apron areas. Jet blast can then blow FOD onto personnel or an aircraft. Jet blasts can also create runway FOD when an aircraft transitions from a relatively large-width runway onto a smaller-width taxiway. Outboard engines blow any loose dirt and materials from the shoulder and infield areas onto the runway. Also, the outboard engines of four-engine aircraft can move debris from the runway edge and shoulder areas, where it tends to accumulate, back toward the center of the runway or taxiway.

(3) Helicopters that maneuver over freshly mowed or loose-dirt infield areas can also move FOD onto runways, taxiways, and ramps. In addition, the rotor wash from a helicopter can propel lightweight ground support equipment (GSE) or materials staged nearby.

(4) FOD is often more common when airports begin construction activities. FOD may also be more prevalent in winter conditions, as aging pavement infrastructure may be influenced by weathering (freeze and thaw cycles) and begin to crack or break apart.

(5) Advisory Circular 150/5200-30, Airport Winter Safety and Operations, contains specific guidance on using and removing sand to minimize its chances of becoming FOD in winter weather conditions.

(2) Other FAA guidance documents, such as AC 150/5200-18, Airport Safety Self-Inspection, contain detailed information on the Part 139 inspection process, stating that “The inspector should continuously check for, and remove any FOD in movement areas, aircraft parking areas and loading ramps” (reference paragraph 11.g). It should be noted that while Part 139 requirements are mandatory for a holder of a Part 139 Airport Operating Certificate, the regulation contains many safety practices the FAA recommends for use at all airports.

(3) International standards and practices also discuss the issue of FOD in airports. ICAO Annex 14, Aerodrome Design and Operations, Chapter 10.2.1 states, “The surfaces of all movement areas including pavements (runways, taxiways and aprons) and adjacent areas shall be inspected and their conditions monitored regularly as part of an aerodrome preventive and corrective maintenance programme with the objective of avoiding and eliminating any loose objects/debris that might cause damage to aircraft or impair the operation of aircraft systems.”

b. Program Areas.

(1) A successful FOD management programs typically contain four main areas, each containing significant elements, as outlined below and in Figure 2-1:

- Prevention
 - Awareness (existence of the FOD program and management support)
 - Training and education (implementation of the FOD program)
 - Maintenance
- Detection
 - Operations (manual inspections and use of detection equipment)
 - Equipment
- Removal
 - Equipment
 - Operations
- Evaluation
 - Data collection and analysis
 - Continuous improvement (trending, feedback, incident investigation)

CHAPTER 3. FOD PREVENTION

3.1. AWARENESS.

a. Program Existence and Status.

(1) A first step in implementing a successful FOD management program is making sure that applicable personnel are aware of the program's existence. An airport's FOD management system should be visible in all aspects of the airport operation. Improvements in FOD safety will occur most efficiently if all airport personnel are actively encouraged to identify potential FOD hazards, act to remove observed FOD, and propose solutions to mitigate those hazards. Some examples of organizational communication are:

- (a) FOD seminars;
- (b) FOD letters, notices and bulletins;
- (c) FOD lessons-learned;
- (d) FOD bulletin boards, safety reporting drop boxes, and electronic reporting through web sites or email; and
- (e) A method to exchange safety-related information with other airport operators through regional offices or professional organizations.
- (f) Airport FOD program promotional materials, such as t-shirts, stickers, FOD disposal cans, and smaller give-away items.
- (g) FOD discussion at employee staff meetings.

b. FOD Policy and Management Support.

(1) An effective FOD program must also have the full support of management. Management's commitment to FOD prevention should be formally expressed in a statement of the organization's FOD policy. The statement will serve to formally establish the FOD management program. Posting this policy statement in conspicuous locations will help reinforce the organization's commitment to FOD prevention and help remind employees of their FOD management duties. Some key elements of an airport's FOD policy are:

- (a) An outline of the methods and processes that the organization will use to achieve desired safety outcomes.
- (b) The organization's policy concerning responsibility and accountability.

3.2. TRAINING AND EDUCATION.

a. Audience. Each individual with access to the AOA should understand their role in the prevention of FOD. These personnel include: airport operations; construction; aircraft maintenance and permanent/seasonal servicing staff (e.g. catering, fuel, cabin cleaning, baggage and cargo handling, waste disposal, etc.), and any other contractors. A formal orientation/indoctrination program familiarizing new employees with safety, security, communications, and vehicle operations should include FOD management training. This training can supplement the general FOD awareness incorporated into the driver training curriculum (or training for apron walking privileges) already in place at many airports.

b. Features. The FOD manager provides current information and continual training relating to FOD issues relevant to the specific operation of the airport. The provision of appropriate training to all staff, regardless of their level in the organization, is an indication of management's commitment to an effective FOD management program. FOD training and education programs typically contain the following features:

- (1) A documented process to identify training requirements;
- (2) A validation process that measures the effectiveness of training;
- (3) Recurrent training and education (to help maintain awareness);
- (4) Human (and organizational) factors.

c. Training Objectives. The primary objectives of the FOD training program will be to increase employee awareness of the causes and effects of FOD damage and to promote active employee participation in eliminating FOD during performance of daily work routines. The FOD manager should emphasize FOD management through employee motivational programs as well as by conducting training courses to emphasize FOD prevention through efficient design, product discipline, maintenance, and flight line activities. The following subject matter should be included, as applicable, in the FOD manager's FOD prevention program:

- (1) Overview of the FOD management program in place at the airport;
- (2) Safety of personnel and air carrier passengers;
- (3) Causes and principal contributing factors of FOD;
- (4) The consequences of ignoring FOD, and/or, the incentives of preventing FOD;
- (5) Practicing clean-as-you-go work habits, and the general cleanliness and inspection standards of work areas (including the apron and AOA);
- (6) Proper care, use, and stowage of material and component or equipment items used around aircraft while in maintenance or on airport surfaces;

(and monitoring) fencing where appropriate. Of course, FOD trapped by such fences should be removed regularly.

(4) Construction.

(a) Both airside and landside construction activities, as well as scheduled maintenance, should be communicated to airports users as early as possible. Specific FOD prevention procedures should be established and employed for each construction project. These procedures should be based on the proximity of construction activities to operational areas but in general should stress containment and regular cleanup of construction debris. Airport preconstruction planning should include a means for controlling and containing FOD generated by the construction. This is especially true in high-wind environments where debris is more likely to become airborne. For additional guidance on airport actions during construction activities, please reference AC 150/5370-2, Operational Safety on Airports During Construction.

(b) The designated routes of construction vehicles on the AOA should be examined, so as to avoid or minimize crossings of critical areas of aircraft operations. If high-risk crossings cannot be avoided, subsequent provisions such as an increased frequency of FOD inspections could be implemented. Airport operators should ensure that these provisions are incorporated into their FAA-approved Safety During Construction Plan.

(c) Contractors must fully understand the requirements and penalties incorporated in their contracts regarding the control and removal of FOD. To help ensure this occurs, airport operators may consider drafting standard "FOD Control and Clean-up" related language for all construction projects taking place within the AOA. The standard and project-specific FOD provisions could then be included into the contract documents for AOA construction projects. These items may include:

- Requiring contractors to cover all loads;
- Requiring contractor to secure any loose items that could easily be blown;
- Specifying whether any mechanical FOD removal devices will be required;
- Specifying how monitoring for FOD hazards will be done; and
- Requirements for inspecting tires prior to traversing areas where aircraft are located.

(5) Airfield Maintenance Operations.

(a) Mowing and other maintenance operations routinely disturb the vegetation and soil in areas adjacent to areas traveled by aircraft. Establish procedures to remove debris such as the use of an assigned airfield sweeper or personnel on foot using shovels to repair vegetation and soil.

(b) Airfield lighting, pavement, and marking maintenance operations generate concrete/asphalt debris as well as increase the potential for dropped repair parts, tools, and other items stored on the maintenance vehicles. Corrective procedures should include the use of airfield sweepers and inspection of the work site after the procedures are completed.

CHAPTER 4. FOD DETECTION

4.1. GENERAL.

a. While proper FOD awareness is fundamental for any successful FOD program, the act of detecting FOD is one of the critical FOD operations that occur at an airport. This process involves not only the identification of potential FOD causes and locations, but also the timely detection of any FOD on airport surfaces. Whether detection occurs manually, through regular inspections, as a result of pilot reports, or through the use of advanced detection technologies, the outcome is equally important.

b. Runway Closures.

(1) A highly sensitive question involved in the use of continuously operating FOD detection technologies arises once an object is detected. If the location or characteristics of the FOD present no immediate safety hazard the object should be removed as soon as the operational schedule permits. If the location or characteristics of the FOD present an immediate safety hazard, provisions in the FOD management program should clearly indicate that a hazard exists and allow for an airport supervisor to take action and temporarily cease operations and, in the case of aircraft or airport equipment source of the FOD, notify the equipment operator. This is an appropriate issue, for example, for an airport's FOD committee to study and provide further guidance to airport management and operations staff.

(2) On March 17, 2009, the FAA issued CertAlert 09-06, Closing active runway for FOD checks increases safe operations. In this advisory notice, the FAA stated that although not all types of FOD will necessitate an immediate runway closure, quick and decisive action should be taken, in all cases, to assess the threat posed by reported FOD. The FAA recommends that airports work closely with their Airport Traffic Control facilities in establishing procedures for handling such matters. For those interested, local FAA Airport District or Regional Offices can provide sample Letters of Agreement that address these types of situations and that have been successfully implemented at high activity air carrier airports.

4.2. FOD RISK ASSESSMENT.

A FOD risk assessment enables an airport to determine where unsafe FOD conditions exist. However, since the risk assessment process is an integral part of an airport's Safety Management System (SMS) program, and the FAA does not require airports to have an SMS program, the risk assessment process will not be discussed at this time. If, or when, airports are required to have an SMS program in the future, this AC will be updated to reflect the appropriate risk assessment procedures.

4.3. FOD DETECTION OPERATIONS

a. **Inspection Areas.** While detailed inspection guidance is provided in AC 150/5200-18, Airport Safety Self-Inspection, additional information can be helpful for airport personnel conducting FOD inspections. The following areas and operations are typically prone to having FOD:

(4) Air Cargo Operations.

- (a) High potential for blowing debris such as plastic cargo wrappers.
- (b) Fencing used to contain debris should be cleaned regularly.

(5) Construction Operations.

- (a) The proximity of construction activities to operational areas presents a risk of debris.
 - (b) Regular and thorough cleaning of the construction site, including the construction haul routes, is expected. These provisions are typically outlined in local rules and pre-existing agreements, such as the construction safety plan. Particular attention should be paid to construction vehicle routes that cross or are adjacent to active pavements.

(6) Aircraft Maintenance Activities.

- (a) These activities, which may be performed on the apron, require a variety of small objects, such as rivets, safety wire, and bolts that become FOD when they are inadvertently left behind.
 - (b) All tools should be accounted for as a matter of practice. Aids in the control of these items include checklists, shadow boards, and cut out tool tray liners. For more information on an effective tool control program, please see NAS 412, Tool Accountability.

(7) Other activities. All vehicles should be driven on clean, paved surfaces when possible. If a vehicle must be driven on unpaved surfaces, the operator should check the vehicle tires for foreign objects immediately after returning to the pavement.

b. Methods and Techniques.

(1) The FAA and ICAO require a daily, daylight inspection of aircraft operating areas. Operational areas must be inspected at least once each day, with additional inspections being made in construction areas and immediately after any aircraft or ground vehicle accident or incident or any spill of material which may cause slippery conditions. In addition to performing these inspections at the beginning of the day or shift, personnel in the AOA should practice a clean-as-you-go technique of looking for FOD during their normal shifts in the course of their regular duties. Inspections occurring at night, taking place after the runway is closed or before the runway is opened, also occur frequently. During night time inspections, personnel and vehicles should be equipped with additional lights/lighting systems to better detect FOD.

(2) Detection Technologies.

(a) Recent technological developments have greatly expanded the capabilities of FOD detection through automation. Advanced technologies are now available for improved FOD detection, including capabilities for continuous detection on runways and other aircraft movement areas and mobile detection devices to supplement the capabilities of airport personnel.

airport staff in daily movement area inspections. This practice helps increase familiarity with local airfield conditions, and promotes effective communication between the airport and air carriers. The placement of convenient and conspicuous FOD containers (as described in Paragraph 5.2 of this AC) is a helpful reminder of the need to be vigilant in preventing the occurrence of FOD.

(i) An effective and clever operation currently in place at airports is the promotion of all-hands "FOD walks." These walks are typically conducted as part of an airport's FOD management campaign. Walks involve the coordination and invitation of airport and air carrier staff (e.g. ground handling agents, air carriers, Aircraft Rescue and Fire Fighting (ARFF) and apron personnel), external partners, and other community volunteers to participate in manually collecting airport FOD. These events can be promoted with offering food and water to participants, and various prizes (i.e. airport clothing) to those who collect the most FOD. Of note, during this type of event, identifying the location and origin of FOD (for data analysis and evaluation) is not always possible.

(d) For further guidance on the performance of airport inspections, please see AC 150/5200-18, Airport Safety Self-Inspection.

4.4. FOD DETECTION EQUIPMENT.

The standards and specifications found in AC 150/5220 24, Airport Foreign Object Debris (FOD) Detection Equipment, represent the FAA guidance for the evaluation and procurement of FOD detection systems.

CHAPTER 5. FOD REMOVAL

5.1. BACKGROUND.

Once FOD is detected, the next major operation of a FOD management program will occur: removing FOD from the airport environment. The most effective resource for FOD removal is the use of FOD removal equipment, especially in areas where FOD can be expected, such as near areas of construction. For removal of an isolated FOD object detected on a runway, manual removal will be the most efficient. Although specialized equipment is available and highly suited to some airport operations, FOD removal methodologies and technologies are available for all airports.

5.2. EQUIPMENT CHARACTERISTICS.

This AC does not limit the equipment that airports may use for FOD removal. Currently available removal equipment can be categorized into two types: mechanical and non-mechanical. Additionally, the category of storage systems (FOD containers) is also of fundamental importance.

a. Mechanical Systems. These technologies use powered devices in mechanical systems that remove or retrieve FOD items and contain retrieved FOD for proper disposition. Equipment in this category varies in size, and is found in sizes from small push units to large area systems that are truck mounted. Types of mechanical removal systems include:

(1) **Power Sweepers**, including tow-behind bristle trailers. The sweeper removes debris from cracks and pavement joints, and is typically used in all areas of the AOA including areas where GSE are staged. **NOTE:** *For all brush systems, operators are cautioned that bristles can detach from brooms and produce a FOD source. Brushes made with metal bristles or spines are not recommended to be used for FOD removal purposes. Plastic or combination plastic/metal bristles may be appropriate, but the user should consult the equipment manufacturer for specific recommendations. Regardless of the equipment used, a thorough check of the pavement should be conducted at the conclusion of the sweeping procedure.*

(2) **Vacuum Systems.** These systems perform FOD removal functions similar to the power sweepers described above, but use air flow as the primary means of object retrieval. The systems may also perform in conjunction with mechanical brooms or other recirculating air units.

(3) **Jet Air Blowers.** These systems move FOD and other debris by directing a stream of high velocity air towards the pavement surface. When used in the airport environment, it is recommended that these systems incorporate a debris collection mechanism so that FOD will not simply be relocated to another area in the AOA.

b. Non-Mechanical Systems.

(1) **Friction Mat Sweepers.** A rectangular assembly towed behind a vehicle that employs a series of bristle brushes and friction to sweep FOD into sets of capture scoops, which are covered by a retaining mesh to hold collected debris.

5.3. PERFORMANCE.

a. Operational Standards. Unless otherwise specified, the following standards apply only to “mechanical” FOD removal systems.

(1) **Operational Speeds.** The minimum speeds that FOD removal equipment should operate and collect 90% of FOD (based on the “test/validation objects described in paragraph 5.3.b) is 15 mph (25 km/h). Maximum speeds are limited by airport operations regulations. (Mechanical and non-mechanical systems)

(2) Collection Path.

(a) The minimum path for a removal system used during airport operations is 60 in (150 cm) wide.

(b) Systems that are used on the airport apron or designed to be mounted on existing airport operations vehicles must have a minimum path 40 in (100 cm) wide.

(c) Magnets must be at least 36 in (90 cm) long and 4 in (10 cm) wide. (Mechanical and non-mechanical systems)

(3) Retention / Hopper Capacity.

(a) The minimum usable capacity of a power sweeper used during airport operations is 40 cu ft (1 cu m).

(b) For systems mounted on airport operations vehicles, the volume of the truck bed will represent the retention capacity.

b. Testing / Validation.

(1) All FOD removal equipment must be able to demonstrate the ability to collect 90 percent of the items listed in paragraph below, when they are placed in a 10 ft x 10 ft (3 m x 3 m) square on the pavement surface, on one pass of the equipment at a minimum speed of 15 mph (25 km/h). Where specific dimensions and weights are not provided, the purchaser will determine the object properties most characteristic of those found on their airport.

(2) Test / Validation Objects.

- A metal cylinder measuring 1.2 in (3.1 cm) high and 1.5 in (3.8 cm) in diameter (both ferrous (i.e., magnetic) or non-ferrous metals are acceptable),
- A sphere, measuring 1.7 in (4.3 cm) in diameter (i.e., a standard size golf ball),
- A “chunk” of asphalt or concrete,
- Any portion of a runway light fixture (in-pavement or edge light),
- A wrench (up to 8 in. (20 cm) in length),
- A socket (at least 2 in. (5 cm) in length),
- A piece of rubber from an aircraft tire,

CHAPTER 6. FOD EVALUATION

6.1. DATA COLLECTION AND ANALYSIS.

a. A critical part of any FOD management system is the information available for problem assessment and management program design. Although anecdotal information on FOD collected at airports is available, no comprehensive assessment of FOD types and sources is possible unless a comprehensive data collection and analysis scheme is in place.

b. **Documentation.** The FOD manager will ultimately determine the documentation guidelines in a FOD management program. Certain small items, such as plastic wrappers or baggage tags, may simply warrant efficient collection and disposal. A consistent trend of small items, such as those coming from a particular entity or operation, or particularly large or hazardous FOD, may require detailed documentation for effective analysis and prevention efforts. It is recommended that airport personnel collect the following information, to the extent practicable, whenever FOD is collected:

- (1) How the FOD object was detected
- (2) Date and time of FOD detection and retrieval
- (3) Description of FOD retrieved (category, size, color), and/or image (if available)
- (4) Location of FOD object (coordinates and reference to the AOA location)
- (5) Possible source
- (6) Name of personnel detecting / investigating FOD item
- (7) Airport operations and weather data during the FOD detection event

c. Reporting.

(1) Depending on the volume or significance of collected FOD, the FOD manager may decide that it is necessary to designate and train certain personnel to collect, tag, store, and report on the collected FOD for future data analysis efforts. An additional communication procedure may also need to be established, so that the person who first collects the FOD will notify the person responsible for reporting the FOD. In any case, a well-defined reporting procedure is an important aspect of any FOD management program.

(2) The FOD management program should include a visible FOD reporting system supported by management. The reporting system should permit feedback from personnel regarding FOD hazards and other safety-related concerns. The FOD management system should use this information to identify and address operational or administrative deficiencies.

(3) Depending on the potential hazard of FOD collected, a reoccurrence of FOD from the same source, and the personnel available at an airport, the FOD management program may

- (1) Systematically review the effectiveness of existing FOD-management procedures used by airport and air carrier personnel, including all available feedback from daily self-inspections, assessments, reports, and other safety audits:
 - (2) Verify that the airport is meeting identified performance indicators and targets;
 - (3) Solicit input through a FOD system;
 - (4) Communicate findings to staff and implement agreed-upon corrective procedures, mitigation strategies, and enhanced training programs; and
 - (5) Promote safety in the overall operation of the airport by improving coordination between airport staff, air carrier personnel, and airport tenants.

APPENDIX A: SUGGESTED DUTIES AND RESPONSIBILITIES OF THE FOD MANAGER

The information presented in this section represents only one of many potential approaches to designating the duties and responsibilities of a FOD Manager. Airports should select/modify any items that would be most appropriate for their situation when developing their FOD program.

A.1. GENERAL. Where appropriate, the airport operator should designate a FOD Manager(s) that will develop and implement plans and programs to prevent, detect, and remove FOD on an airport. The FOD Program Manager may be a dedicated position, but will more likely than not be an additional role assigned to someone currently serving in the airport operations staff. The FOD Manager(s) should be appointed by an Airport executive, or executive of the commercial business operating at the airport, and should have sufficient authority and organizational freedom to identify and implement FOD preventive measures whenever and wherever required.

A.2. THE FOD MANAGER should:

- a. Review and assess the airport's FOD management program and make necessary revisions.
- b. Conduct scheduled and unscheduled evaluations/inspections of work areas to assess the effectiveness of the FOD management program.
- c. Assure implementation of corrective actions for FOD prevention.
- d. Assure that FOD incidents are thoroughly investigated and that incident reports are accomplished as specified in paragraph 6.1 of this AC.
- e. Assure that causes of FOD incidents are thoroughly analyzed to identify corrective measures.
- f. Notify affected contractor/tenant organizations and personnel of unique FOD prevention requirements.
- g. Develop techniques and assign responsibilities for publication of special FOD prevention instructions.
- h. Review results of the FOD incident investigations and evaluate the adequacy of corrective actions.
- i. Evaluate the amount and kind of foreign objects found and how they were found (e.g. during daily inspections, by pilots, airport operations staff, etc.).
- j. Review and approve FOD prevention training curricula, designate training personnel, and assure that airport/contractor/tenant personnel receive required training.

APPENDIX B: FOD REMOVAL EQUIPMENT: ADDITIONAL STANDARDS**B.1 DESIGN STANDARDS.****a. General.**

(1) **Total Life.** FOD removal systems must be designed to perform their intended function for their “total life” period, when maintained according to the manufacturer’s instructions. The “total life” for which the equipment is designed, assuming it is used and maintained in accordance with the manufacturer’s recommendations, must be a minimum of:

(a) 20 years, or 200,000 miles (322,000 km), for mechanical systems, excluding consumable parts (e.g. bristles, brooms, and other portions of the collection mechanism)

(b) 10 years, or 10,000 miles (16,000 km), for friction mat sweeper equipment and towing hardware. The consumable portions of the system (e.g. friction mat), must be capable of operating for at least 2,000 miles (3,000 km) before replacement is needed.

(c) 30 years for all other non-mechanical systems.

(2) **Environmental.** FOD removal equipment, including all associated outdoor mounted equipment, must be designed to withstand the following climatic conditions and operate without damage or failure:

(a) Weather

(i) Ambient temperature range: 32 degrees F (0 degrees C) to 123 degrees F (52 degrees C) ambient outdoor air temperature (may be modified by the purchaser if the device is to be used in extreme climates)

(ii) Relative Humidity: 5% to 90% (may be modified by the purchaser if the device is to be used in extreme climates)

(iii) General Environment: Dust and airborne hydrocarbons resulting from jet fuel fumes.

(b) Components must be protected from mechanical, electrical, and corrosion damage causing impairment of operation due to rain, snow, ice, sand, grit, and deicing fluids.

(c) All electric motors, controls, and electrical wiring / equipment placed outdoors must be weatherproof in order to protect the equipment and connections from the elements.

(d) All non-moving structural components and materials must be individually and collectively designed and selected to serve the total life requirement under such conditions. Moving or working components, such as tires, motors, brakes, etc. are exempt from this provision.

b. Safety. The device must meet the requirements of SAE ARP1247, paragraph 3.8.

(4) **Indicators.** Engines used to drive systems, other than the vehicle propulsion system, must be equipped with a tachometer (green-lined within the correct operating RPM range and red-lined above this range) or automatically governed to prevent over-revving.

(5) **Engine Cooling System.** Liquid coolant systems must be rated for the maximum engine loads under the environmental conditions specified by the airport, or at the conditions of maximum intermittent output approved by the engine manufacturer, whichever criterion results in the largest heat transfer capacity. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

(6) **Fuel System.**

(a) Gasoline powered engines must meet all performance requirements without requiring premium grades of fuel. Diesel powered engines must be certified for aviation turbine fuel. LPG engines must be certified for (Natural Gas Producers Association) HD-5 motor fuel.

(b) Alternative fuels, such as bio-diesel, clean diesel, gaseous fuels (natural gas and liquid petroleum gas), alcohols (methanol and ethanol), Jet A, and reformulated gasoline may also be used. Equipment modifications to allow the use of such fuels must conform to manufacturer specifications.

(c) Fuel filters. Primary and secondary fuel filters will be provided. Fuel filter elements will be easily replaceable by a mechanic without loss of engine prime.

(d) Fuel tank. The fuel tank will have a fill opening readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled with the type of fuel used in the engine.

(7) **Exhaust System.** The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from FOD impact. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground. Engine exhaust systems must be provided with flame and spark arrestors.

d. Chassis and Vehicle Components

(1) **Transmission.** A fully automatic transmission will be provided.

(2) **Driveline.** If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

(4) Seats. The driver seat will be adjustable fore and aft. Each seat will be provided with a Type 2 seat belt assembly (i.e., 3-point retractable restraint) in accordance with Code of Federal Regulations (CFR) 49 CFR Part 571, §571.209.

(5) Windshield wipers and washer. The vehicle will be equipped with electrically powered windshield wiper(s). The wiper arm(s) and blade(s) will be of sufficient length to clear the windshield area described by Society of Automotive Engineers (SAE) J198, Windshield Wiper Systems - Trucks, Buses, and Multipurpose Vehicles. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

(6) Warning Signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position.

f. Electrical / Lighting.

(1) General.

(a) Lighting must in all cases meet the requirements of AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport, using the standards for airfield service vehicles.

(b) Unless otherwise specified, electrical systems incorporating a storage battery must have a nominal rating of 12 or 24V DC.

(c) If highway transportability is specified, or otherwise specified by the purchaser, the vehicle lighting must comply with the appropriate provisions of the Uniform Vehicle Code and Federal Motor Vehicle Safety Standards (i.e. FMVSS Title 23, Chapter 2, Standard No. 108 "Lamps, Reflective Devices, and Associated Equipment"). The following lighting equipment must also be provided:

- (i) Two sealed-beam headlamps with high and low beams and a beam indicator.
- (ii) Two red combination tail and stop lamps, visible from the rear of the vehicle.
- (iii) Directional turn signals.
- (iv) Dual backup lights controlled by the transmission shift lever.

(d) When possible, headlights must be located on the vehicle so that they are 22 in (559 mm) below the operator's eye level.

(b) The system must be furnished as specified by the purchaser, in accordance with AC 150/5210-5, using the standards for airfield service vehicles.

i. Optional Equipment.

(1) The following options are not allowed unless specific justification is provided:

- (a) Turbocharged engine;
- (b) Auxiliary hand hose, and hand hose hydraulic assist;
- (c) Gutter-broom attachments.

(2) Vehicle undercarriage coatings are not allowed.

B.2 CONSTRUCTION STANDARDS.

a. General Requirements.

(1) All equipment and material must be new, undamaged, and of the best grade.

(2) Where items exceed one in number, the manufacturer must provide products from the same component manufacturer with identical construction, model numbers, and appearance.

(3) Insofar as possible, products must be the standard and proven design of the manufacturer.

(4) The manufacturer must install electrical connections for power, controls, and devices in accordance with NEMA and NEC recommendations and requirements. Transmitting equipment must be installed and adjusted in accordance with manufacturer's published instructions and the requirements specified herein.

b. Workmanship. The device must meet the requirements of SAE ARP1247, paragraph 3.13.7.

c. Materials. The device must meet the requirements of SAE ARP1247, paragraph 3.13.2.

(1) **Moisture and Fungus Resistance.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.4.

(2) **Corrosion of Metal Parts.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.5.

d. Parts.

(1) **Standard and Commercial Parts.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.3.

(1) **Preliminary Qualification Tests.** Preliminary qualification tests may be specified by the purchaser.

(2) **Formal Qualification Tests.** Formal qualification tests may be specified by the purchaser.

(3) **Specification Conformance Tests.** The manufacturer must perform any tests referred to in SAE ARP1247, paragraph 4.6, if specified by the purchaser. The purchaser may elect to accept documentation of previously run tests.

(4) **Reliability Test and Analysis.** A reliability test and analysis may be specified by the purchaser.

f. **Data and Analyses.** If requested by the purchaser, the requirements of SAE ARP1247, paragraph 4.4, must be met by the manufacturer.

g. **Manuals and Publications.** The following operation and maintenance manuals must accompany the delivered equipment. The quantity of items is specified by the purchaser. No special format is required.

- (1) Operator's handbook.
- (2) Illustrated parts breakdown and list.
- (3) Preventive maintenance schedule.

B.4 POST-DELIVERY STANDARDS.

a. **Training.** For self-propelled, mechanical FOD removal equipment, the manufacturer must provide trained personnel at the time of delivery to adequately train airport/air carrier staff in the operation and maintenance of the equipment.

(1) Training must include written operating instructions that depict the step by step operational use of the device. Written instructions must include, or be supplemented by, materials which can be used to train subsequent new operators.

(2) Training topics must include trouble shooting and problem solving, in the form of theory and hands-on training, for personnel designated by the purchaser.

(3) A minimum of 4 hours of training for every airport/air carrier personnel and technician on the purchaser's maintenance staff must be provided by the manufacturer. Training selected personnel as part of a "Train the Trainer" program will also satisfy this requirement.

(4) Training time per day must not exceed 8-hour shifts, unless otherwise specified by the purchaser.

(5) Upon the completion of training, the manufacturer must issue each participant a certificate of completion.

3. PAVED AREAS 139.305

A. Inspection

The runways, taxiways and air carrier parking aprons are to be inspected daily by the airport operations personnel, with particular attention being paid to the paved surfaces and pavement edges.

1. No pavement lip shall be allowed to be more than three (3) inches above the level of the shoulder soil.
 2. No hole in the pavement shall be allowed to exceed three (3) inches in depth, have sides exceeding 45 degrees nor be greater than five (5) inches in diameter.
 3. The pavement shall be free of cracks or other surface variances that might limit control of aircraft.
 4. The surface shall be kept clean of mud, and any other foreign debris. It shall also be kept free of solvents or other liquids that may be used to clean the surface or are accidentally spilled on the movement area.
 5. No water ponding or ice sheeting shall be allowed that may obscure markings or impair aircraft control.
 6. Any chemical solvent used to clean any pavement area shall be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent.
- B. Should any of the above conditions or any other unsatisfactory conditions exist, Airport Operations personnel shall initiate prompt action to make the needed repairs or restrict air carrier use of the area and/or issue a NOTAM regarding the condition until corrected. Corrective action will be initiated by the individual performing the inspection as soon as practical when any unsatisfactory conditions are found in the paved areas. Corrective action taken through a work order system. Airport maintenance is responsible for correcting any unsatisfactory condition on paved areas. In the event that repairs are beyond the capability airport maintenance, the airport management will contact the City of Bridgeport Public Works Department or an outside contractor and arrange for the necessary completion of work.
- C. Inspections and evaluations of the paved areas are performed utilizing the guidelines of AC 150/5320-6D, AC 150/5200-18C, AC 150/5380-5B and AC 150/5320-17.
- D. A description of each air carrier movement area is depicted in Exhibit 4A (Lengths and widths are listed on page 1-4)

3-1
Revision #11 – April 2008





City of Bridgeport, Connecticut
**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-8144
Fax (203) 576-7734

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #59-13 Referred to ECD&E Committee on 3/17/2014

DAVID KOORIS
Director, OPED

TYLER FAIRBAIRN
Acting Deputy Director

TO: Honorable Members of the Bridgeport City Council

FROM: Tyler Fairbairn *(WTF)*
Acting Deputy Director, Department of Housing and Community Development

RE: Program Year 40 Annual Action Plan;
Community Development Block Grant (CDBG);
Homeless Emergency Solutions Grant (HESG);
HOME Investment Partnership Program; and
Housing Opportunities for Persons with AIDS (HOPWA).

DATE: March 12, 2014

RECEIVED
CITY CLERK'S OFFICE
2014 MAR 12 P 3:17
ATTEST
CITY CLERK

For the upcoming fiscal year, the U.S. Department of Housing & Urban Development ("HUD") requires the City of Bridgeport (the "City") to prepare and submit an Annual Action Plan for Program Year 40 which covers the period from July 1, 2014 to June 30, 2015. HUD requires municipalities such as Bridgeport to prepare an Annual Action Plan in order for the City to apply for and receive funds under the following four (4) formula grant programs: Community Development Block Grant ("CDBG"), Homeless Emergency Solutions Grant ("HESG"), Housing Opportunities for Persons with AIDS ("HOPWA"), and the HOME Investment Partnership Program ("HOME"). HUD has notified the City to anticipate the following entitlement awards for the coming fiscal year:

Community Development Block Grant Program	\$2,969,088
Homeless Emergency Solutions Grant Program	\$202,260
HOME Program	\$888,060
HOPWA Program	\$776,237

The City advertised the anticipated availability of funding on January 5, 2014. Applications became available on January 6, 2014 and the department conducted three (3) technical assistance workshops on January 14, 16 and 29, 2014. Applications were accepted through February 6, 2014. The Citizen's Union hosted three (3) public hearings (held on February 20, 26 and 27, 2014), and deliberated on final allocation recommendations (attached) on March 6 and March 11, 2014. The Economic and Community

Development and Environment Committee of the City Council will conduct three (3) public hearings (held on March 18, 19 and 20, 2014), and will conduct their deliberations and final allocation vote on March 26, 2014. Staff will be available at all upcoming meetings and hearings to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the approval of the Program Year 40 Annual Action Plan. Please keep in mind that additional information will be provided to you as it becomes available, however it is necessary to submit this draft resolution to you for initial consideration and referral to the ECDE committee in order to meet HUD's May 15, 2014 deadline.

Thank you for your consideration.

cc: Adam Wood, Chief of Staff (by email)
Andrew Nunn, CAO (by email)
Alanna Kabel, Assistant CAO (by email)
David Kooris, Director, OPED (by email)

DRAFT RESOLUTION

PROGRAM YEAR 40 ANNUAL ACTION PLAN

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM**

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing & Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low- and moderate-income persons"; and

WHEREAS, the City of Bridgeport has developed a proposed *Program Year 40 ("PY40") Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2014-2015:

Community Development Block Grant Program	\$2,969,088
Homeless Emergency Solutions Grant Program	\$202,260
HOME Program	\$888,060
HOPWA Program	\$776,237

WHEREAS, six (6) Public Hearings were held, three (3) by the Citizen's Union on February 20, 26 and 27, 2014, and three (3) by the Economic and Community Development and Environment Committee of the City Council on March 18, 19 and 20, 2014, and a Draft Proposed Plan was developed and published for comment on March 17, 2014 and the thirty-day comment period ended on April 17, 2014 and comments were received from the Greater Bridgeport Area Continuum of Care on the Draft Proposed Plan; and

WHEREAS, the City Council of the City of Bridgeport accepts the *PY40 Annual Action Plan* (as attached) as part of the City's *Five-Year 2013-2018 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; HOME Investment Partnerships ("HOME") Program; the Emergency Solutions Grant ("ESG") Program and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport, and/or the Chief Administrative Officer, and/or the Assistant Chief Administrative Officer, and/or the Acting Deputy Director of the Department of Housing and Community Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program and to present to HUD for approval.

PY 40 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

3/12/2014

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
	Public Service			
81	Access Educational: BPT Access NSBE	\$ 10,000.00	\$ -	\$ 6,375.00
49	Barnum Museum: Barnum Museum Education	\$ 83,167.00	\$ -	\$ 11,900.00
27	Bridgeport Area Youth Ministry (BAYM): Youth Program	\$ 15,000.00	\$ 8,282.00	\$ 6,800.00
51	Bridgeport Caribe Youth Leaders: Caribe Youth Leaders	\$ 45,000.00	\$ 21,282.00	\$ 17,000.00
62	Bridgeport Housing Authority (BHA): Marina Village	\$ 20,000.00	\$ 6,282.00	\$ 5,950.00
40	Bridgeport Neighborhood Trust (BNT): Resident Service Program	\$ 20,000.00	\$ -	\$ -
35	Bridgeport PAL: Youth Development	\$ 25,000.00	\$ 11,282.00	\$ 8,500.00
17	Bridgeport YMCA- South End Community Center: Program	\$ 20,000.00	\$ 4,282.00	\$ 5,000.00
44	Career Resource: Fathers For Life	\$ 15,000.00	\$ -	\$ 8,500.00
6	Child & Family Guidance: SIHRY	\$ 40,000.00	\$ 6,282.00	\$ -
36	Children In Placement: Court Appt Special Advocates	\$ 18,000.00	\$ 6,282.00	\$ 10,200.00
15	CoB: Dept of Aging: Senior Citizen Program	\$ 44,000.00	\$ 30,782.00	\$ 37,400.00
11	CoB: Lighthouse After School Program: Mayor's Conservation Corp	\$ 97,668.00	\$ 106,289.00	\$ 62,050.00
2	CoB: Lighthouse After School Program: Youth Service Bureau (YSB)	\$ 79,090.00	\$ 36,282.00	\$ 39,048.00
5	CoB: Social Services: Anti-Blight Support	\$ 20,000.00	\$ -	\$ 17,000.00
10	CoB: Social Services: CHORE Program Supplies	\$ 5,000.00	\$ -	\$ 5,000.00
6	CoB: Social Services: East Side Senior Center PROGRAM	\$ 10,000.00	\$ 5,782.00	\$ 8,500.00
7	CoB: Social Services: East Side Senior Center RENTAL	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
8	CoB: Social Services: Furniture Assistance Program	\$ 7,000.00	\$ -	\$ -
9	CoB: Social Services: Utility Shut-Off Protection	\$ 10,000.00	\$ -	\$ 5,000.00
20	Council of Churches: Computer for Education	\$ 10,000.00	\$ -	\$ -
26	Downtown Cabaret: Cabaret Children's Company	\$ 26,100.00	\$ 6,282.00	\$ 5,950.00
18	Family Services of Woodfield (FSW): Work Skills Training	\$ 15,000.00	\$ 6,282.00	\$ 6,375.00

PY 40 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME

3/12/2014

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
4	Greater Bridgeport Area Pregnancy Prevention (GBAPP): Mi Casa/My Home	\$ 16,793.00	\$ 18,253.00	\$ 8,500.00
58	Greater Bridgeport Community Enterprises: Green Business Hub	\$ 118,750.00	\$ 38,253.00	-
76	Groundwork Bridgeport: Mayors Conservation Corp	\$ 64,000.00	\$ 106,289.00	\$ 28,900.00
1	Hall Neighborhood House: Ella Jackson-Senior Center	\$ 26,282.00	\$ 26,282.00	\$ 22,340.00
32	Helping Hands: Rental & Utility Assistance	\$ 20,000.00	\$ -	\$ -
24	Liberation: Drug Treatment Advocates	\$ 20,000.00	\$ -	\$ 5,000.00
47	McGivney: Youth Program	\$ 15,000.00	\$ 6,282.00	\$ 5,100.00
63	Mission of Peace: MOP Foreclosure Prevention	\$ 78,000.00	\$ 15,777.00	\$ 6,375.00
74	Neighborhood Studios: Conservatory Program	\$ 5,480.00	\$ -	\$ 5,000.00
72	Neighborhood Studios: Saturday Studios	\$ 7,530.00	\$ 6,282.00	\$ 5,000.00
41	North End Community Council (NECC): NECC Youth & Senior	\$ 20,000.00	\$ -	\$ 17,000.00
52	Raphola Taylor: Youth and Family Resources	\$ 79,000.00	\$ 11,282.00	\$ 8,500.00
23	RYASAP: Block by Block	\$ 25,000.00	\$ -	\$ -
22	RYASAP: MYO	\$ 30,000.00	\$ 7,282.00	\$ 8,500.00
38	Sickle Cell: Sickle Cell Outreach	\$ 5,000.00	\$ -	\$ 5,000.00
65	Time for a Change: Time for a Change Induction Center	\$ 50,000.00	\$ -	\$ -
67	UCONN Cooperative: UCONN CES 4-H Garden Club	\$ 21,256.00	\$ -	\$ -
68	UCONN Cooperative: UCONN CES 4-H Garden (PF)	\$ 17,550.00	\$ -	\$ -
69	UCONN Cooperative: UCONN CES 4-H (Curiale)	\$ 16,515.00	\$ -	\$ 5,100.00
79	VIP: VIP College Prep	\$ 25,000.00	\$ 21,282.00	\$ 8,500.00
83	Way Outreach Ministry: Kingdom Teens Afterschool	\$ 15,500.00	\$ -	\$ -
82	Young Life Inc: Young Life BPT	\$ 32,559.00	\$ -	\$ -
	Public Service Total Requests	\$ 1,384,240.00	\$ 1,272,496.00	
	Total Public Service Funds Available for Allocation	\$ 445,363.00	\$ 445,363.00	\$ 445,363.00

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
<i>*PS funds available are capped at 15% of total CDBG allocation</i>				
Public Facilities				
57	ABCD: The Mary & Eliza Freeman Center	\$ 124,447.00	\$ 31,147.00	\$ 30,000.00
33	Bethel Memorial: Bethel Square After School	\$ 20,000.00	\$ -	\$ -
34	Bethel Memorial: Roof/Windows	\$ 65,000.00	\$ -	\$ -
28	Bridgeport Area Youth Ministry (BAYM): Floor Upgrade	\$ 15,000.00	\$ -	\$ 15,000.00
50	Bridgeport Downtown Special Services: Downtown Open Space	\$ 44,310.00	\$ -	\$ 22,000.00
16	Bridgeport YMCA- South End Community Center: Window	\$ 26,500.00	\$ 5,200.00	\$ 26,500.00
37	Cardinal Shehan: Building Facilities Upgrade	\$ 62,150.00	\$ 33,253.00	\$ 17,000.00
60	Center for Family Justice	\$ 22,000.00	\$ -	\$ 10,000.00
78	Church of Blessed Sacrament: Kitchen Renovation	\$ 55,000.00	\$ -	\$ 20,000.00
14 A	CoB: Health Dept: Healthy Corner Store Façade	\$ 65,000.00	\$ -	\$ -
14 B	CoB: Health Dept: Healthy Corner Store Façade	\$ 40,000.00	\$ -	\$ 40,000.00
17	CoB: OPED: Barnum Area Storefront	\$ 50,000.00	\$ 48,253.00	\$ 25,000.00
18	CoB: OPED: Downtown Storefront	\$ 25,000.00	\$ -	\$ 25,000.00
21	CoB: OPED-ONR: B Green Projects	\$ 25,000.00	\$ 21,253.00	\$ 18,000.00
23	CoB: OPED-ONR: East End NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
25	CoB: OPED-ONR: East Side NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
24	CoB: OPED-ONR: Hollow NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
26	CoB: OPED-ONR: Mill Hill NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
20	CoB: OPED-ONR: NRZ-Community-Workshop	\$ 15,000.00	\$ -	\$ -
22	CoB: OPED-ONR: Reservoir NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
28	CoB: OPED-ONR: South End NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
27	CoB: OPED-ONR: West Side NRZ	\$ 50,000.00	\$ -	\$ 25,000.00
				Ineligible

PY 40 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

3/12/2014

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
12	CoB: Parks and Recreation: Public Parks	\$ 260,000.00	\$ 244,075.00	\$ 133,282.75
13	CoB: Parks and Recreation: Tree Planting	\$ 125,000.00	\$ 77,753.00	\$ 60,000.00
16	CoB: Public Facilities: Downtown Urban Enhance	\$ 240,000.00	\$ -	\$ -
19	Family Services of Woodfield (FSW): Parking Lot Renovation	\$ 100,000.00	\$ 6,282.00	\$ -
59	Greater BPT Community Ent: Green Business	\$ 84,732.00	\$ 38,253.00	\$ 25,000.00
2	Hall Neighborhood House: Childcare Center Gates	\$ 25,000.00	\$ -	\$ -
3	Hall Neighborhood House Security Doors	\$ 25,000.00	\$ 20,000.00	\$ 25,000.00
46	McGivney: Facilities Upgrade	\$ 29,700.00	\$ 23,253.00	\$ 25,000.00
73	Neighborhood Studios: Literacy and Multipurpose Room Imprv.	\$ 15,000.00	\$ -	\$ 7,500.00
70	Neighborhood Studios: Parking Lot & Fence Replace	\$ 25,000.00	\$ 25,753.00	\$ 20,000.00
71	Neighborhood Studios: Window Replacement	\$ 50,000.00	\$ -	\$ 40,000.00
53	Raphola Taylor: Youth and Family Resources	\$ 59,470.00	\$ 11,282.00	\$ 30,000.00
25	Recovery Network of Programs: Electrical upgrade	\$ 19,763.00	\$ 14,000.00	\$ 14,000.00
80	St. Mark's Daycare: Interior Renovation	\$ 53,000.00	\$ 11,000.00	\$ 25,000.00
77	United Cerebral Palsy: Mantano/Skyward	\$ 73,500.00	\$ -	\$ -
14	Upper East Side Block Watch: Sidewalks and ADA Curb Cuts	\$ 200,000.00	\$ -	\$ -
	Public Facilities Total Requests	\$ 2,389,572.00	\$ 2,491,612.00	
	Public Facilities Funds Available for Allocation	TBD	\$ 600,193.00	\$ 828,282.75
Housing				
11	Alpha Community Services: Families in Transition	\$ 60,000.00	\$ -	\$ 30,000.00
66	Baldwin Holding INC: Streetscape and Infrastructure	\$ 500,000.00	\$ -	\$ -
1	CoB: Housing & Community Development: Bridgeport Lead Free Families	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
	CoB: OPED/HCD Homeowner Rehab	\$ 258,253.00	\$ 258,253.00	\$ 100,000.00

PY 40 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

3/12/2014

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
	CoB: OPED/HCD Housing Delivery Costs	\$ 140,000.00	\$ 108,261.00	\$ 140,000.00
43	Kennedy Center: Homes for Individual	\$ 34,900.00	\$ 31,253.00	\$ 25,000.00
7	Town House Commons: Condo Improvements	\$ 184,200.00	\$ -	\$ 63,000.00
	Housing Total Requests	\$ 1,202,353.00	\$ 1,191,949.00	
	Housing Funds Available for Allocation	TBD	\$ 489,273.00	\$ 383,000.00
Economic Development				
13	Community Capital: Small Business Loan Fund	\$ 150,000.00	\$ 158,253.00	\$ 50,000.00
	Economic Development Total Requests	\$ 150,000.00	\$ 158,253.00	
	Economic Development Available for Allocation	TBD	\$ 158,253.00	\$ 50,000.00
	Total Available for Pub. Fac./Housing/Econ. Dev.	\$ 1,259,282.75	\$ 1,247,719.00	\$ 1,261,282.75
Planning/Administration				
19	CoB: OPED-ONR: Upper East Side	\$ 50,000.00	\$ -	\$ 50,000.00
31	CoB OPED/HCD CDBG Administration	\$ 593,817.00	\$ 593,817.00	\$ 543,817.00
	Planning/Administration Total Requests	\$ 643,817.00	\$ 643,817.00	
	Total Admin Funds Available for Allocation	\$ 593,817.00	\$ 593,817.00	\$ 593,817.00
34	Section 108 Loan Repayment	\$ 670,625.25	\$ -	\$ 670,625.25
	Total CDBG Requests (Including Section 108)	\$ 6,440,607.25	\$ 6,382,740.00	
	Total CDBG Funding Available for Allocations	\$ 2,969,088.00	\$ 2,969,088.00	\$ 2,971,088.00
Emergency Solutions Grant (ESG)				

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
Street Outreach				
54	ABGD: Food Pantry	\$ 10,000.00	\$ 3,898.00	\$
39	BPT Tabernacle: Street Outreach	\$ 25,400.00	\$ 7,750.00	\$ 7,375.50
4-CeB	CoB: Social Services: Veteran's Food Pantry	\$ 10,000.00	\$ 7,750.00	\$
5	Frank Habansky: Black Rock Food Pantry	\$ 10,000.00	\$ 5,440.00	\$
45	Healing Tree: Kings Pantry	\$ 20,000.00	\$ 12,368.00	\$ 10,000.00
31	Helping Hands: Street Outreach	\$ 20,000.00	\$ -	\$ 10,000.00
48	Precious Promises: Breakfast Café	\$ 15,000.00	\$ -	\$ 10,000.00
	Total Street Outreach Requests Received	\$ 110,400.00	\$	\$ 37,375.50
Emergency Shelter				
12	Alpha Community Services: Families in Transition	\$ 50,000.00	\$ 19,298.00	\$ 31,000.00
64	Time for a Change: Time for a Change	\$ 50,000.00	\$	\$
	Total Street Outreach Requests Received	\$ 100,000.00	\$	\$ 31,000.00
HMIS				
84	CT Coalition: Homeless Mgmt Info Systems	\$ 30,194.00	\$ 11,548.00	\$ 10,000.00
	Total HMIS Requests Received	\$	\$	\$ 10,000.00
Homeless Prevention				
3 CoB	CoB: Social Services: Emergency Rental Assistance	\$ 35,000.00	\$ 16,448.00	\$ 20,000.00
61	Center for Family Justice: Transition Living	\$ 10,000.00	\$	\$
	Total Homeless Prevention Requests Received	\$ 45,000.00	\$	\$ 20,000.00
Rapid Rehousing				
29	United Way of Coastal Fairfield County: Bridgeport Rapid Rehousing	\$ 54,000.00	\$ -	\$ 19,715.00
55	ABCD: Emergency Energy Assistance	\$ 75,000.00	\$ 40,893.00	\$ 25,000.00
56	ABCD: Emergency Rental Assistance	\$ 75,000.00	\$ 53,948.00	\$ 25,000.00

SO, ES, HMIS are

PY 40 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

App. #	Agency Name	PY 40 Request	PY 39 Allocation	Citizen Union Recomm.
75	St. Johns Family Ctr: Homeless Prevention	\$ 10,000.00	\$ 7,749.00	\$ 5,545.00
	Total Rapid Rehousing Requests Received	\$ 214,000.00	\$	\$ 75,260.00 RRH & HP are o
	HESG Admin	\$ 15,169.50	\$ 15,169.50	\$ 15,169.50
	Total HESG Requests	\$ 514,763.50	\$ 729,622.00	\$ 15,169.50 93545
	Total HESG Funding Available for Allocations	\$ 202,260.00	\$ 202,260.00	\$ 13,455.00
Housing Opportunities for People With HIV/AIDS (HOPWA)				
42	AIDS Project Greater Danbury	\$ 141,361.00	\$ 71,070.00	\$ 70,915.00
10	Catholic Charities - Rental Assistance	\$ 250,000.00	\$ 145,790.00	\$ 145,790.00
21	Chemical Abuse Services Agency (CASA)	\$ 117,070.00	\$ 101,215.00	\$ 101,215.00
8	Inspirica - Housing	\$ 196,860.00	\$ 148,075.00	\$ 148,075.00
30	Mid-Fairfield AIDS Project, Inc.	\$ 152,928.00	\$ 122,785.00	\$ 122,785.00
15	Recovery Network of Programs	\$ 100,000.00	\$ 93,710.00	\$ 93,710.00
9	Refocus Outreach Ministry	\$ 90,385.00	\$ 70,460.00	\$ 70,460.00
	HOPWA Admin	\$ 23,287	\$ 23,287	\$ 23,287.00
	Total HOPWA Requests	\$ 1,071,891.11	\$ 776,392.11	
	Total HOPWA Funding Available for Allocations	\$ 776,237.00	\$ 776,237.00	\$ 776,237.00
	Total CDBG/HESG/HOPWA requested	\$ 8,027,261.86	\$ 7,888,754.11	
	Total CDBG/HESG/HOPWA available	\$ 3,947,585.00	\$ 3,947,585.00	
HOME Program				
	HOME Administration (10% of allocation)	\$ 88,806.00	\$ 88,806.00	\$ 88,806.00
	Affordable Housing Development	\$ 799,254.00	\$ 799,254.00	\$ 799,254.00
	HOME Program	\$ 888,060.00	\$ 888,060.00	\$ 888,060.00



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

BILL FINCH
Mayor

COMM. #60-13 Referred to ECD&E Committee on 3/17/2014

March 12, 2014

To: City Clerk
From: Patrick Carleton, Grant Writer, Central Grants Office
Re: Resolution – FY 2013-2014 Medical Reserve Corps
Capacity Building Award (CBA) Competitive Award

Attached, please find a resolution and grant summary for referral to the Economic and Community Development and Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to FY 2013-2014 Medical Reserve Corps Capacity Building Award (CBA) Competitive Award.

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CITY CLERK'S OFFICE
2014 MAR 12 P 4: 56
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: FY 2013-2014 Medical Reserve Corps Capacity Building Award

RENEWAL NEW **x**

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Patrick Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The FY 2013-2014 Medical Reserve Corps Capacity Building Award will provide the City of Bridgeport with \$3,500.00 to expand the Medical Reserve Corps' (MRC) throughout the City of Bridgeport. The City will actively recruit residents who are willing to assist in volunteering efforts. The funds will be used for recruitment, training and retention as well as for uniforms and gear so members can be identifiable in the community while volunteering.

Project Period: One Year.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City:

Private: \$3,500.00 (No Match Required)

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council
Regarding the FY 2013-2014 Medical Reserve Corps
Capacity Building Award

(DRAFT)

WHEREAS, the National Association of County and City Health Officials (NACCHO) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the Medical Reserve Corps Capacity Building Award; and

WHEREAS, funds under this grant will be used to for capacity building of the Medical Reserve Corps and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the National Association of County and City Health Officials in the amount of \$3,500 for the purpose of recruiting Bridgeport residents who will be able to assist in volunteering efforts; and

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the National Association of County and City Health Officials for the purpose of providing the Medical Reserve Corps Capacity Building Award; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Association of City and County Health Officials and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576-8252

COMM. #61-13 Ref'd to Ordinance Committee on 03/18/2014 (Special Meeting).
March 17, 2014

Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Amendment to Code of Ordinances Sec. 6.04.010

Dear Clerk Hudson:

Attached is a proposed amendment to the Code of Ordinances for referral to the Ordinance Committee on behalf of the Health Department.

Please issue an Addendum to tomorrow's Special City Council meeting to refer this matter to committee as this is a time sensitive matter.

Very truly yours,


Mark T. Anastasi

Cc: Frances Wilson, Asst. City Clerk
Thomas McCarthy, Pres. City Council
Richard Paoletta, Co-Chair Ord. Committee
Kristen Dubay-Horton, Dir. Health
Warren Blunt, Dir. of Environmental Health

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2014 MAR 17 P 5:15

Submitted by Office of the City Attorney on behalf of the Health Director

PROPOSED AMENDMENT TO CODE OF ORDINANCES SEC, 6.04.010

Whereas, there is a growing trend of sustainable living and food security concerns within the City of Bridgeport which supports the Mayor's BGreen2020 initiative for sustainable communities;

Whereas, the Administration supports creating all viable options to address food security, while ensuring public health and safety;

Whereas, increasing Bridgeport residents' ability to consume locally produced food will help reduce carbon emissions;

Whereas, the proposed amendments to Code of Ordinances Sec. 6.04.010 will allow residents to have improved access to fresh eggs, a healthy and affordable form of high-quality protein;

Whereas, chickens and hens aid in eating insects, providing organic waste that can be used as fertilizer and consume weeds.

Whereas, despite their many benefits locally for residents, if not appropriately housed and maintained, chickens and hens may pose a public health nuisance, can attract rats, mice and other vermin and/or predators.

Whereas, appropriate guidelines must be followed in order to seek approval by the Bridgeport Director of Health to keep chickens or hens on private property.

Now Therefore Be It Resolved that Bridgeport Code of Ordinances, Sec. 6.04.010 be, and is, hereby amended as follows:

6.04.010 Keeping of certain animals prohibited.

A. No person shall keep any swine within one hundred (100) feet of any house, schoolhouse, church, street or park. No person shall keep or maintain live swine, or any live pigeons, ducks, geese, hens, chickens, roosters, game birds of any kind, or domestic fowl of any kind within the limits of the city without a written permit therefor from the board of health Director of Health; and any permit granted for such purpose may be revoked by such board director at any time. Nothing in this section shall be construed as to be inconsistent with Section 19-343 of the General Statutes.

B. Regulations for Housing of Chickens and Hens on Residential Property.

1. Plot Plan for the Coop

- Chicken coops must be stored 25 feet away from the host house and from any neighboring homes.
- Chicken coops must be located no closer than 5 feet to any side or rear property line.
- Minimum size of the coop (inside of coop) shall be 2 sq ft of floor space per chicken or hen to allow adequate space for feeding, exercise, nesting and roosting.

Space:

Minimum Space Requirements

Type of Bird	Sq ft/bird inside	Sq ft/bird outside runs
Bantam Chicken	1	4
Laying Hens	1.5	8
Large chickens	2	10

- Coops must be properly ventilated to prevent buildup of odors and moisture.
- Appropriate measures must be taken to reduce the presence of rodents, flies, other insects, and the creation of odors and other nuisances. All pesticides must be EPA approved and used in accordance with directions on the manufacturer's label.
- Litter material on the floor of the coop must be kept dry (but not dusty) to reduce ammonia emissions, and completely removed and the coop sanitized once every six months or as needed. Feeders and waterers shall be maintained in proper sanitary condition.
- Chickens and hens must be contained at all times. They are not to be permitted to roam in the yard without the presence of the owner and only within fenced enclosures.

2. Discarding of Waste

- Permit applicants must provide an adequate description as to how feces and other waste materials will be removed from the property and disposed of or treated so as not to result in unsanitary conditions or attraction of rodents and insects.

3. Keeping Chickens at Rental Properties

- If the host property is a multi-family, the individual requesting to raise chickens must have written consent from the owner, and all current tenants occupying the property.

4. Acquiring and Keeping Chickens and Hens

- Purchase of chickens and hens must be from an approved source where the animals receive a blood test to ensure that they are healthy. They should be purchased from a licensed establishment. Documentation must be provided showing where they were purchased.
- Chickens may be kept for pets or personal use egg consumption only, not for selling of any kind.
- No more than 6 chickens and/or hens shall be allowed for each single family dwelling.
- Absolutely no roosters will be permitted to be kept on residential property.

5. Right of Entry

The Animal Control Officer and Health Department staff may enter and inspect any property or coop at any reasonable time for the purpose of investigating either an actual or suspected violation or to ascertain compliance with the safe keeping of chickens.

6. Suspension or Revocation of Permit

Any permit granted under these regulations may be suspended or revoked permanently for cause by the Health Department, provided that a hearing has been held after seven days' notice of suspension or revocation, except in the case of emergency as set out below. Notice shall be given by first-class mail sent to the address shown on the most recent application for permit.

Whenever the Health Department has determined that an emergency exists, it may, without prior notice or hearing, issue an order reciting the existence of the emergency and ordering that the permit be immediately revoked or suspended, as specified therein. The person affected by the order may request a hearing within seven days after the service of the order and the hearing shall be granted as soon as possible; provided, however, that such a request for hearing shall not stay or in any way modify the terms of the emergency order.

The owner of the host residence will be notified if a permit has been suspended or revoked.

7. Cause of Emergency

- Cruel treatment of chickens
- Using chickens for illegal purposes
- Sale of chickens or eggs

- Outbreak of a communicable animal disease as determined by the Animal Control Office, sanitarian or veterinarian licensed in the state of Connecticut.

8. Violations and Penalties

Any person who violates any provision of this article shall, upon conviction, be fined not more than \$150.00 for each violation. Each day of the violation shall constitute a separate offense.

Repeated violations may result in loss of permit for chicken keeping on residential property.

9. Fee

There shall be a \$50.00 fee per year fee that must be paid to the Environmental Health Department for costs related to inspection of the area to ensure compliance with these guidelines. The fee for seniors and students will be \$25.00.

10. Training

Successful completion of appropriate training as determined by the Health Director will be a mandatory pre-requisite to a permit being issued to house chickens or hens on residential property. This training may be provided by the Connecticut Beardsley Zoo.

Resolution Concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and to Facilitate the Construction of a Fuel Cell Electricity-Generating Facility on Adjacent land.

NOTIFIED ON MARCH 21, 2014:

R. Pacacha, Associate City Attorney

**Report
of
Committee
on
Contracts**

Submitted: February 18, 2014

Tabled & Resubmitted: March 3, 2014

Tabled & Resubmitted: March 18, 2014
(SPECIAL MEETING)

Adopted:

Fleeta C. Hudson

Attest:

City Clerk

Approved

Duy Fung
Mayor

RECEIVED
CITY CLERK'S OFFICE
2014 MAR 21 P 3:19
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

13-13

**Resolution of the City Council
Concerning Consideration of a Ground Lease With
The United Illuminating Company to Construct 5.66MW
of Renewable Energy (Consisting of a 2.86MWdc Solar Photovoltaic Facility
And a 2.8MW Fuel Cell Facility) at or Near the Seaside Park Landfill**

WHEREAS, the United Illuminating Company (UI) has received tentative approval from the State of Connecticut Public Utilities Regulatory Authority (PURA) (Docket No. 12-01-05RE01) to construction 5.66 of renewable energy projects; and

WHEREAS, UI proposes to construct a 2.86MWdc solar photovoltaic facility on a portion of the Seaside Park Landfill and proposes to construct a 2.8MW fuel cell nearby on the access road leading to the Landfill; and

WHEREAS, UI must demonstrate to PURA that it has control of the property on which such facilities will be constructed and requires that the City enter into a 20-year ground lease with two five-year renewals (Ground Lease); and

WHEREAS, these renewable energy facilities are anticipated to generate approximately \$6.9 million in personal property taxes during the initial 20-year term and will also generate rent; and

WHEREAS, the City supports this renewable energy facility and has given testimony before PURA of the benefits of this project to the City and its residents; and

WHEREAS, UI must still receive final approval from PURA and will be held to a very tight construction schedule to put these facilities in place so that they can begin to generate electricity to the grid; Now, therefore be it

RESOLVED, that the City agrees to enter into the proposed Ground Lease with UI attached hereto, subject to the further approval of PURA and authorizes the Mayor or his designee to execute all documents and take all other actions and do all other things necessary in furtherance of and consistent with this resolution in the best interests of the City of Bridgeport and its residents.

**** Amended from Council floor on March 18, 2014 to include the following:**

Motion to direct the City Attorney's Office to negotiate such language in legal form satisfactory to the City Attorney's Office and the UI as may be appropriate to reflect the substance of amendments 1, 2 and 5 proposed by Councilperson Torres, and subject to the Siting Council, PURA and the National Electric Code regulations.

Amendment # 1 – Section 9(a) Public Safety. The tenant is responsible for all safety needs it may need (including compliance with the terms of PCU permit).

Amendment# 2 – Section 9(b) Tenant Security Measures. Tenant is responsible for all Security Measures. The Tenant must seek approval from the Landlord of any Security Measures it wishes to install. Including, but not limited to, six foot height restriction on all fencing, no barbed wire, and no lighting of the facility at night.

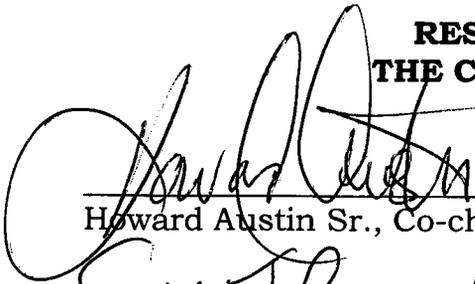
Amendment # 5 - Exhibit D Section 11) Strike last paragraph entirely, but taking notice of Tenant's agreement to allow the City to approve any Fundamental Alteration to the project.

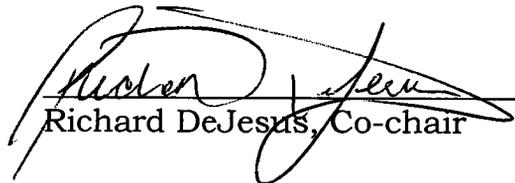


Report of Committee on Contracts Committee
13-13

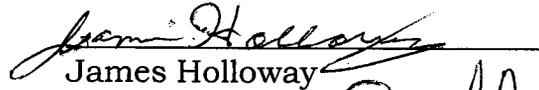
-2-

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

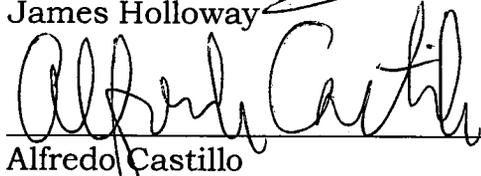

Howard Austin Sr., Co-chair

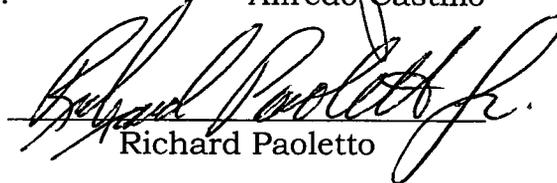

Richard DeJesus, Co-chair


Susan T. Brannelly


James Holloway

Richard D. Salter, Sr.


Alfredo Castillo


Richard Paoletto

Council Date: February 18, 2014

Tabled & Resubmitted on March 3, 2014

Tabled & Resubmitted on March 18, 2014 (Special Meeting)

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "*Lease*") is made as of the [] day of [], 2014 (the "*Effective Date*") by and between **City of Bridgeport, Connecticut**, having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns (collectively, "*Landlord*") and **The United Illuminating Company**, a specially chartered Connecticut corporation, with offices at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns (collectively, "*Tenant*").

RECITALS

WHEREAS, Landlord is the fee owner of the real property located at [] in Bridgeport, Connecticut, which is more particularly described on **Exhibit A** attached hereto and made a part hereof ("*Land*").

WHEREAS, Tenant desires to lease that portion of the Land described on **Exhibit B** attached hereto and made a part hereof ("*Premises*") for purposes developing, constructing, installing, operating and maintaining certain power generating facilities as more particularly described herein; and

WHEREAS, the Parties have determined that it is in their best interests that Tenant lease the Premises from Landlord and construct such generating facilities on the Premises for Tenant's use, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the Parties, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree with each other as follows:

1. **Defined Terms.** As used herein, the following terms shall have the following meanings.

"*Annual Rent*" shall mean the annual rent due hereunder as set forth in **Exhibit C** attached hereto and made a part hereof.

"*Approval*" shall mean a consent, permission, approval and/or other authorization to be provided by an authorized executive of the referenced Party that may be withheld or conditioned in the sole discretion of such referenced Party.

"*DEEP*" shall mean the Connecticut Department of Energy and Environmental Protection and any successor agency thereto

"*DEEP Permit*" shall mean the disruption permit to be issued by CT DEEP with respect to the Solar Project, as the same may be amended from time to time.

"*Effective Date*" has the meaning set forth in the first paragraph of this Lease. [To be conformed based on timing/permitting and sequence by mutual agreement.]

"*Encumbrances*" shall mean any lien, security interest, charge, claim, mortgage, pledge, equitable interest, encumbrance, restriction on transfer, conditional sale or other title retention device or arrangement, transfer for security for the payment of any indebtedness, or other restriction or blemish on, or agreement concerning the free and full use and ownership of property.

"*Environmental Attributes*" has the meaning set forth in Section 7(b).

"*Environment*" shall mean soil, land surface or subsurface strata, real property, surface waters, groundwater, wetlands, sediments, drinking water supply, ambient air (including indoor air) and any other environmental medium or natural resource.

"*Environmental Law*" shall mean Law relating to and/or imposing liability with respect to: (a) the regulation, protection and use of the Environment including the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act, 33 U.S.C. §§ 1344 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., and any other federal, state, and/or local environmental statutes, and all rules, regulations, orders, and decrees under any of the foregoing; (b) the conservation, management, development, control and/or use of land, natural resources and wildlife; (c) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials, including all applicable common law pertaining to actions for personal injury and/or property damage resulting from Hazardous Materials with respect to contamination both on and off the Land; or (d) noise.

"*Existing Encumbrances*" shall mean those Encumbrances affecting the Premises as of the Effective Date as listed on **Exhibit A** attached hereto and made a part hereof.

"*First Extension Term*" has the meaning set forth in Section 3(b).

"*Fuel Cell Project*" shall mean an approximately 2.8 megawatt electric power generating facility primarily consisting of one or more fuel cells and associated equipment and improvements, as such project may be modified from time to time, together all additions, changes, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"*Fuel Cell/Service Area*" shall mean that portion of the Premises described in Section 2 of **Exhibit B** attached hereto and made a part hereof.

"*Fundamental Alteration*" has the meaning set forth in Section 11 of **Exhibit D** attached hereto and made a part hereof.

"*Generating Facility*" shall mean each of the Fuel Cell Project or the Solar Project, and "*Generating Facilities*" shall mean both of them.

"*Governmental Authority*" shall mean any federal, state, municipal, regional, county, local or other governmental, quasi-governmental, regulatory or administrative authority, agency, body, commission, department, board, or other governmental subdivision, court, tribunal, or arbitral body, or any other governmental or quasi-government authority or any Person exercising or purporting to exercise any governmental or quasi-governmental authority or prerogative.

"*Hazardous Materials*" shall mean: (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges or any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by Environmental Law; and (c) any materials or substances defined in Environmental Law as "hazardous", "toxic", "pollutant", or "contaminant", or defined in Environmental Law using any words of similar meaning or legal or regulatory effect.

"*Indemnified Person*" shall mean any Person entitle to receive indemnification under Article 10 of this Agreement.

"*Indemnifying Party*" shall mean the Party required to provide indemnification under Article 10 of this Agreement.

"*Initial Expiration Date*" shall mean twentieth (20th) annual anniversary of the Effective Date.

"*Initial Term*" has the meaning set forth in Section 3(a).

"*Land*" has the meaning set forth in the Recitals to this Lease.

"*Landfill*" shall mean the landfill located on the Solar Area.

"*Landlord*" has the meaning set forth in the first paragraph of this Lease.

"*Landlord's Evaluation Period*" has the meaning set forth in Section 13(a).

"*Law*" shall mean any and all constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, consent decree, specified standard or objective criterion of any Governmental Authority, whether or not contained in any Permit; any other legislative or administrative action of the United States of America, the State of Connecticut, any county or municipality having jurisdiction, or any other Governmental Authority; and any and all operative decree, judgment or order of any court.

"Lease" shall mean this Ground Lease Agreement, including all exhibits hereto, as well as any and all items specifically incorporated by reference herein or therein, and any and all amendments hereto agreed to in writing by the Parties.

"Lease Year" shall have the meaning set forth in Section 4.

"Mortgage" shall mean any mortgage, deed of trust and other such Encumbrance now or hereafter placed upon the Land, under which Landlord is the mortgagor and the holder of the mortgage is the mortgagee, including any renewal, modification, consolidation, replacement or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

"Party" shall mean each of Landlord and Tenant, and "Parties" shall mean both of them.

"PCU Permit" shall mean the post-closure use permit to be issued to Landlord by DEEP with respect to the Premises, as the same may be amended from time to time.

"Permits" shall mean collectively all approvals, certificates, permits, agreements, orders, consents, and licenses as may be required by any Governmental Authority or by Law in connection with a Permitted Use.

"Permitted Uses" has the meaning specified in Exhibit D attached hereto and made a part hereof.

"Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a limited liability partnership or any other entity.

"Pre-existing Hazardous Materials" shall mean Hazardous Materials existing at the Premises, *excluding* any and all Hazardous Materials brought onto the Premises by, or on behalf of, Tenant after the Effective Date.

"Premises" has the meaning set forth in the Recitals to this Lease.

"PURA" shall mean the Connecticut Public Utilities Regulatory Authority and any successor agency thereto.

"PURA Approval" shall mean any approval, order and/or other authorization issued to Tenant by PURA in connection with the Generating Facilities.

"Second Extension Term" has the meaning specified in Section 3(b).

"Shadow Restriction" shall have the meaning specified in Exhibit D attached hereto and made a part hereof.

"Shared Area" shall mean that portion of the Premises described in Section 3 of Exhibit B attached hereto and made a part hereof.

"*Siting Council*" shall mean the Connecticut Siting Council and any successor agency thereto.

"*Siting Council Decision*" shall mean any of the following issued by the Siting Council: (a) a Certificate of Environmental Compatibility and Public Need along with the accompanying Findings of Fact, Opinion and Decision and Order and Development and Management Plan for the Project; (b) any approval issued pursuant to a Petition for Declaratory Ruling that no Certificate of Environmental Compatibility and Public Need is required for the Project; or (c) any other written approval or authorization issued by the Siting Council concerning a Generating Facility.

"*SNDA*" shall mean a subordination, non-disturbance and attornment agreement.

"*Solar Area*" shall mean that portion of the Premises described in Section 1 of Exhibit B attached hereto and made a part hereof.

"*Solar Project*" shall mean an approximate 2.2 megawatt solar power generating facility primarily consisting of photovoltaic panels and associated equipment and improvements, as such project may be modified from time to time, together all additions, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"*Tenant*" has the meaning set forth in the first paragraph of this Lease.

"*Term*" shall mean the term of this Lease, as determined in accordance with Section 3 and includes the Initial Term and any First Extension Term and Second Extension Term.

"*Third Party*" shall mean any Person other than the Parties or any of their respective Affiliates.

"*Third Party Agreement*" has the meaning specified in Section 8(d).

"*Transfer*" shall mean, whether used in noun or verb form, a transaction by which a Party directly or indirectly sells, leases, assigns, conveys, transfers, disposes of, mortgages, pledges or otherwise alienates or encumbers all or any portion of its rights, obligations and/or other interests in this Lease (or agrees or is required to do any of the foregoing). Any variant of Transfer shall have a similar meaning as the context requires.

2. **Entire Agreement; Interpretation.**

(a) Entire Agreement. This Lease contains the entire agreement between the Parties pertaining to the Premises and supersedes any and all prior oral or written agreements, terms, understandings, conditions, proposals, negotiations and representations with respect to such subject matter.

(b) Amendments. No amendments or modifications of this Lease shall be valid unless evidenced in writing, and signed and delivered by duly authorized officers or agents of both Parties.

(c) Interpretation. The terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Lease as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires in this Lease: (i) "include(s)", "including" or any other variant thereof means "include(s), without limitation" or "including, without limitation," or any other variant thereof as the context requires; (ii) the phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them; (iii) reference to a Person includes its heirs, executors, administrators, successors and permitted assigns; (iv) any pronoun includes the corresponding masculine, feminine or neuter forms; and (v) singular terms shall include the plural and vice versa as the context may require. The words "will" and "shall" are used interchangeably throughout this Lease; the use of either connotes a mandatory requirement; and the use of one or the other will not mean a different degree of right or obligation for either Party. The headings and captions for the articles and sections contained in this Lease have been inserted for convenience only and form no part of this Lease and shall not be deemed to affect the meaning or construction of any of the terms or conditions of this Lease.

(d) Construction. This Lease shall be construed as being jointly drafted by the Parties, and any ambiguities or uncertainties in the wording of this Lease shall be construed in the manner that most accurately reflects the Parties' intent as of the Effective Date.

(e) Approvals. Any Party that requires an Approval from the other Party hereunder shall not act, effect and/or otherwise implement the matter, decision, and/or other action requiring such Approval, or fail to act in any manner the effect of which reasonably could be expected to create a result that would have required such Approval, in each case without having first obtained such Approval. If a dispute exists between the Parties with regard to an Approval, such dispute shall be fully resolved by appropriate means (including judicial action) in accordance with Section 20 before the requesting Party may take any action with respect to the matter requiring such Approval.

3. Lease; Term.

(a) Grant of Lease; Initial Term. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and leases from Landlord, the Premises, subject to the terms and conditions of this Lease, together with (i) all present and future improvements, easements, and appurtenances thereon and thereto; (ii) the appurtenances and all the estate, rights, and privileges of Landlord in and to the Premises; (iii) all right, title and interest of Landlord in and to any strips or gores of land adjoining or included within the Premises; and (iv) any and all rights of access to and from the Premises and any other appurtenant rights of Landlord. Tenant shall have the exclusive use of the Solar Area and the Fuel Cell/Service Area, and without limiting the generality of the foregoing, Landlord shall not lease and/or otherwise permit any other Person to use the Solar Area and the Fuel Cell/Service Area. The Parties shall reasonably coordinate Tenant's common use of the Shared Area to fully support Tenant's exclusive use of the Solar Area and the Fuel Cell/Service Area. The initial term of this Lease (the "*Initial Term*") shall

commence on the Effective Date and end on the Initial Expiration Date, unless sooner terminated by Tenant as provided herein. Possession of the Premises shall be delivered to Tenant on the Effective Date.

(b) Extensions. Unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the Initial Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the Initial Term), the Term shall be extended for an initial renewal term of five (5) consecutive Lease Years after the Initial Term (the "*First Extension Term*"). Thereafter, unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the First Extension Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the First Extension Term), the Term shall be extended for a second renewal term of five (5) consecutive Lease Years after the First Extension Term (the "*Second Extension Term*"). The terms, covenants and conditions as set forth herein with respect to the Initial Term shall apply to any and all extensions thereto.

(c) Tenant's Termination Right. Tenant shall have the right, exercisable in its sole discretion, to terminate this Lease at any time, with or without cause or other reason whatsoever. If Tenant elects, in its sole discretion, to exercise such termination right, then Tenant shall give a notice of termination to Landlord. Such termination shall be effective on the date specified in Tenant's notice; *provided* that such termination date shall not be less than ninety (90) days after the giving of such notice. Notwithstanding any provision of this Lease to the contrary, this Section 3(c) sets forth the exclusive conditions under which Tenant's rights set forth in this Lease may be terminated before the expiration of the Term.

4. **Rent**. Tenant shall make the initial Annual Rent payment within sixty (60) days after the Effective Date, for the period commencing on the Effective Date through the first anniversary of the Effective Date. Thereafter, during the Term, Tenant shall pay, in advance, the Annual Rent for each twelve (12) consecutive month period after such first anniversary of the Effective Date (each such twelve month period being a "*Lease Year*"). Tenant shall pay the applicable Annual Rent within sixty (60) days after the commencement of each such Lease Year. Tenant shall pay the Annual Rent to Landlord at the address listed in Section 21(a), or to such other Person and/or address as Landlord may designate in writing at least thirty (30) days before the due date of such payment. Tenant shall not be required to (a) provide any security deposit and/or any other form of financial assurance to Landlord in connection with this Lease; and/or (b) pay any other payment, contribution and/or compensation of whatever nature to Landlord on account of, and/or arising out of, this Lease, the Premises and/or the transactions contemplated hereby (other than as a result of Landlord's exercise of remedies pursuant to Section 14(a)).

5. **Taxes**. Tenant shall pay any personal property taxes that are assessed, levied, charged, confirmed, or imposed by any Governmental Authority on Tenant's personal property located on the Premises, including the Generating Facilities; *provided* that Tenant shall have no liability and/or other obligation for (a) taxes attributable to any improvements now or hereinafter on the Premises that are owned by an entity other than Tenant; (b) taxes computed upon the basis of the payment derived from this Lease by Landlord (including any income taxes); and (c) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are

adopted by any Governmental Authority after the Effective Date. Landlord shall solely bear and pay any and all other taxes and amounts attributable to, and/or arising out of the Land, including all real property taxes relating to the Premises, and all amounts in connection with clauses (a), (b) and (c) of this Section 5. Nothing in this Lease shall impair or otherwise affect the right of any Party to appeal, contest and/or otherwise seek relief with respect to any tax and/or other imposition.

6. Representations and Warranties.

(a) Title. Landlord represents, covenants and warrants that Landlord is the exclusive owner in fee simple of the Land.

(b) No Brokers. Each Party represents and warrants to the other that such Party did not contract with or engage a broker or agent in connection with, or arising out of, this Lease. Each Party agrees to indemnify the other Party against, and hold the other Party harmless from, any and all claims or liabilities for all brokerage fees, commissions and finder's fees incurred by reason of any action taken by the indemnifying Party in connection with this Lease.

(c) Authority. Each Party represents, covenants and warrants to the other that (i) it is duly authorized to execute and deliver this Lease, (ii) it has obtained all necessary consents, waivers and approvals under its organizational documents and under applicable Law to execute, deliver and perform under this Lease; and (iii) this Lease is enforceable against such Party in accordance with its terms and does not violate any provision of any agreement to which such Party is a party or to which it is subject.

(d) Land Use. Landlord hereby represents to the best of its knowledge and belief that creation and use of the parcels constituting the Premises does not constitute a subdivision requiring approval thereof under applicable Law.

(e) Landmark. Landlord hereby represents that to the best of its knowledge and belief the Premises have not been designated, nor do any plans exist to designate the Premises as a landmark, nor are the Premises within a historical district or otherwise entitled to landmark protection. To Landlord's best knowledge and belief, the Premises have not been listed in any national, state or local register of historic places.

(f) [To be completed, if appropriate, after discussion re: existing drainage structure]

(g) Landfill. Landlord shall be solely responsible (at Landlord's sole cost and expense) to operate, maintain, repair and otherwise care for, the Landfill in accordance with applicable Laws (including permits, approvals and other orders issued by any Governmental Authority regarding the closure of the Landfill) and any applicable contractual or other commitments. Landlord represents, warrants and covenants that to Landlord's best knowledge and belief:

(i) the Landfill is in compliance with all applicable Laws, including all requirements of DEEP. Without limiting the generality of the foregoing, the Landfill has been closed

and capped in accordance with applicable Laws, including compliance with the plans and specifications approved by DEEP. Since being closed, the Landfill has been maintained and otherwise used in accordance with applicable Laws;

(ii) the condition of the Landfill does not differ from that characterized in submissions to Governmental Authorities, including DEEP;

(iii) the Landfill is not subject to any restriction, limitation and/or other covenant regarding use, other than the application of the Existing Encumbrances and Laws applicable to activities conducted on similar landfill sites after closure. Landlord is not a party to any agreement, instrument and/or other contractual arrangement of whatever nature (written or oral) pertaining, in whole or in part, to operation, maintenance and other work in connection with the Landfill;

(iv) Landlord is not conducting, and has to plans to conduct, any maintenance on, repair of, alteration to and/or other change affecting all or any portion of the Premises that could reasonably be expected to interfere with and/or otherwise adversely affect any of the Permitted Uses and/or any other exercise of rights granted hereunder by Tenant;

(v) there are no plans and/or circumstances that would require Landlord to alter, relocate and/or otherwise revise the condition and/or location of any of the access roads to or on the Premises; and

(vi) Landlord has not taken and/or failed to take any action that could affect the issuance of any Permit for the Generating Facilities.

In addition to Tenant's rights and remedies hereunder (including those under Section 14 of this Lease), at law and in equity, if any representation and/or warranty of Landlord is incorrect in any material respect and/or Landlord breaches any of the Landlord's covenants, Tenant reserves the right, but not the obligation, to take corrective actions, at Landlord's sole cost, to cause the Landfill to be in compliance with such representation, warranty and/or covenant. Landlord shall reimburse Tenant for all cost and expenses so incurred by Tenant within sixty (60) days after Tenant submits a request for payment therefor.

7. Permitted Uses.

(a) Tenant shall be entitled to use the Premises and the remaining portions of the Land for the Permitted Uses described in **Exhibit D** attached hereto and made a part hereof, consistent with the terms and conditions of this Lease. Without prejudice to, and/or any limitation of, Tenant's rights and remedies hereunder, Tenant shall bear all costs and expenses incurred by Tenant in connection with the construction, operation and maintenance of the Generating Facilities, including permitting fees and public utility charges.

(b) Without limiting the generality of the Permitted Uses, Landlord acknowledges that Tenant is the exclusive owner of (a) electricity generated by, and capacity and other products associated with, each Generating Facility; and (b) the Environmental Attributes of each

Generating Facility. "Environmental Attributes" include any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substances attributable to a Generating Facility. Without the prior written Approval of Tenant, Landlord shall not make or publish any public statement or notice which claims ownership of, or entitlement to, any Environmental Attributes of a Generating Facility or the electric power and other products generated thereby.

8. Covenants.

(a) Landlord shall not erect any building or structure on, place or store any materials on, park or store any vehicles on, grade, excavate, fill or flood the Land, or otherwise use the Land, in any manner which (i) may interfere with the exercise of any of the Permitted Uses, rights and/or leases herein granted to Tenant, or (ii) which may create a hazard, in each case without prior written notice to and receipt of the written Approval from Tenant. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within a reasonable period, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(a).

(b) Landlord shall not attach anything to the property of Tenant installed by virtue of this Lease.

(c) Landlord acknowledges, covenants and agrees that no cessation of use or operation of all or any portion of a Generating Facility, the Premises or the rights set forth in this Lease by Tenant shall be deemed an abandonment thereof resulting in the termination of any aspect of this Lease or any rights granted herein, *unless* Tenant, at the time of such cessation of use or operation, terminates this Lease pursuant to Section 3(c).

(d) Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not:

- (i) authorize or permit all or any portion of the Land to be used in connection with a solar and/or fuel cell generating facility (*except* the Generating Facilities), and/or
- (ii) convey any new or additional agreements, leases, licenses or permits (including any new amendments to existing agreements, easements, leases, licenses and/or permits) to any Third Parties on the Premises within or across the Premises, or on any other property owned by Landlord that is adjacent to, abuts and/or is within one hundred (100) feet of the Solar Area (each a "Third Party Agreement"),

in each case that may (A) interfere with the exercise of any of the rights and/or privileges granted herein; and/or (B) which may create a hazard. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within sixty (60) days after receipt of relevant information requested by Tenant from Landlord, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(d).

If Tenant consents in writing to any Third Party Agreement, then the text of such Third Party Agreement shall state that such Third Party Agreement is subordinate to, and subject to, this Lease.

(e) Landlord shall not Transfer any interest in, use or take any action (including seeking a subdivision or similar change to existing property boundaries) with respect to, and/or authorize or permit any activities on the Land that that could (i) result in noncompliance with land use, zoning or other Laws, whether as a result of such action, authorization and/or permission itself, or in conjunction with the rights and/or privileges granted herein; and/or (ii) in any manner interfere with the exercise of any of the rights and/or privileges granted herein, in each case without Tenant's prior written Approval. Before taking any action of whatever nature with respect to the Land, Landlord shall submit a detailed plan to Tenant, including Landlord's compliance with this Section 8(e). Tenant shall provide comments on such plan, including any concerns regarding compliance with this Section 8(e), and Landlord shall not take any action with respect to such plan without first addressing Tenant's concern and obtaining Tenant's prior written Approval.

(f) Landlord will promptly cause to be subordinated or released any Encumbrance, whether in existence before or after the Effective Date, that Tenant reasonably determines interferes with, jeopardizes or adversely impacts Tenant's Permitted Uses of the Premises or the remaining portions of the Land that are subject to Permitted Uses; *provided* that if such Encumbrance (i) exists due to the unilateral action of a Third Party, or without the consent, agreement, authorization or other direct or indirect acquiescence of Landlord, and (ii) does not relate to any failure by Landlord to comply with any term and/or condition of this Lease, then Landlord shall (A) pursue such subordination or release with reasonable diligence, *provided* that the foregoing shall not require Landlord to settle and/or otherwise compromise any claim to obtain such subordination or release; and (B) take such action and provide such assurances as Tenant may reasonably request to preserve and protect Tenant's rights and interest hereunder pending such subordination or release.

(g) In response to a request for cooperation and assistance from Tenant in connection with Tenant's development, permitting, construction, operation, maintenance, replacement, repowering and/or upgrading of a Generating Facility, Landlord shall provide such cooperation and assistance in order to effectuate such efforts by Tenant with respect to such Generating Facility at no Third Party cost or expense to Landlord. Such cooperation and assistance shall include signing (in the capacity as a land owner) any applications, requests, notices, extensions, or similar documentation submitted by Tenant to any Governmental Authority (including with respect to the PURA Approval, the DEEP Permit and/or a Siting Council Decision), and providing documentation available to Landlord regarding the Premises (including the Landfill).

(h) If Pre-existing Hazardous Materials are encountered or generated at the Site, Tenant (and/or its contractor(s)) shall use the EPA ID number of the Landlord for the Premises when transporting such Hazardous Materials off-Site for management, storage, recycling, treatment and/or disposal. Landlord shall coordinate and cooperate with Tenant and its contractor(s) in such regard, and Landlord, as generator or otherwise, shall timely execute manifests and other documentation required in connection with such management, storage,

recycling, treatment and/or disposal, as well as any other actions required to be taken by Landlord as the registrant of such EPA ID number. Depending on the results of testing being conducted by Tenant to characterize the certain areas of the Premises, the Parties will negotiate in good faith the responsibility for the costs associated with recycling, treatment and/or disposal of Pre-existing Hazardous Materials.

(i) Tenant, at its sole cost and expense, shall prepare a draft application for the PCU Permit with the Generating Facilities as a permitted post-closure use, and Tenant shall submit such application to Landlord for its review and comment before filing with DEEP. Landlord shall provide any comments within fifteen (15) days after such submission by Tenant, and the Parties shall review and reconcile Landlord's comments in a manner that preserves Tenant's schedule for the permitting and construction of the Generating Facilities. Within five (5) days after receiving the final version of such application, Landlord shall file such application with DEEP. Landlord shall provide to Tenant a copy of such application as filed with DEEP simultaneously with its submission, and shall promptly furnish Tenant with copies of all correspondence, comments and other written interactions with DEEP relating to the PCU Permit. Nothing in this Section 8(i) or elsewhere in this Lease shall constitute an assumption of any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the PCU Permit and/or any other permits, approvals and other orders issued by any Governmental Authority regarding the Land (including the stewardship permit). Landlord shall not take any other action with respect to any Permits without obtaining prior written Approval from Tenant.

9. Access and Security.

(a) Public Safety. Landlord is responsible for, and shall solely retain, the cost of maintaining any site security requirements under applicable Law (including compliance with the terms of the PCU Permit), other than those arising out of the Permitted Uses. The Parties shall establish a mutually acceptable protocol for the use and integrity of Landlord's security installations (including gates installed near, and/or at access points to, the Premises (including the Shared Area)) that Tenant will encounter in connection with the Permitted Uses and the exercise of other rights granted hereunder.

(b) Tenant Security Measures. Landlord acknowledges that the Premises may be secured because of the operation of the Generating Facilities, and access to the Premises will be limited due to public safety reasons. Tenant shall install, at Tenant's expense, gates to secure the entrances to the Solar Area and the Fuel Cell/Service Area. Tenant shall have the right, but not the obligation (unless required by applicable Law), to install, at Tenant's expense, other security improvements on the Premises; *provided* that the Parties shall coordinate if Tenant desires to install any security measures for the Shared Area. Tenant shall be responsible for the operation, maintenance and repair of all security improvements installed by Tenant.

(c) Improvements. Tenant shall have no responsibility for the operation, maintenance and repair of any improvement of the Premises by Landlord or Third Parties, whether now existing or installed in the future; *provided* that (i) Tenant shall repair any damage to such improvements in the Shared Area caused by, or on behalf of, Tenant in connection with the

construction of the Generating Facilities; and (ii) Tenant shall have the right, but not the obligation, to repair and/or maintain any of such improvements in the Shared Area (including snow removal) in Tenant's sole discretion and at Tenant's sole cost.

(d) Access. Landlord reserves the right to access the Premises for the purpose of inspecting, operating, maintaining and repairing the Landfill; *provided* that Landlord's exercise of this right of access shall not unreasonably interfere with Tenant's Permitted Uses. Landlord shall coordinate its exercise of such right of access with Tenant; *provided* that (i) Landlord provides Tenant with seven (7) days' prior written notice of any such request or such lesser notice as shall be reasonably practicable and necessitated by the access request, to Tenant's representative listed below, and/or such other contact as may be designated by Tenant in writing; and (ii) Landlord shall not access to the Premises without being physically escorted by Tenant or Tenant's authorized agent. All such notices to Tenant shall be sent to the following (or such other address as Tenant may designate from time to time):

[TBD]

with a copy to:

[TBD]

Landlord's point of contact for routine communications between the Parties, including coordination of activities affecting the Shared Area, shall be the following (or such other Person as Landlord may designate from time to time):

Utilities Manager
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

10. **Indemnification.**

(a) General Indemnity. Each Party agrees to indemnify the other Party, its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including attorneys' fees) sustained by, incurred by, or assessed to, any of such Indemnified Person resulting from, or attributable to, in whole or in part, the acts, omissions and/or negligence of the Indemnifying Party, its employees and/or agents, *except* to the extent that any such liability, obligation, loss, damage, injury, cost, penalty, fine, judgment or expense resulted solely from the gross negligence or intentional misconduct of the Indemnified Person. For purposes of this Section 10(a), "*gross negligence*" means conscious, reckless and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

(b) Environmental Indemnity. Landlord agrees to indemnify Tenant its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from (i) any claims made by, and all obligations and/or other liabilities of whatever nature to, any Third Party (including any Governmental Authority) in connection with injury to persons (including death), damage to property and/or natural resources, requirements of applicable Law and/or contractual commitments of Landlord concerning the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord; and (ii) all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including reasonable attorneys' fees) sustained by, incurred by, or assessed to, any Person (including Tenant, its contractors, employees, agents and affiliates) resulting from, or attributable to, in whole or in part, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord. The foregoing indemnity provisions shall apply irrespective of any fault, act or omission of Landlord or by its employees or agents and regardless of negligence, intention, willfulness, and/or illegality, it being the intent of the Parties that Landlord shall be strictly liable to Tenant for such indemnities.

(c) Indemnification Notice. Whenever a claim for indemnification shall arise under Sections 10(a) and/or 10(b), the Indemnified Person(s) shall give notice to the Indemnifying Party of such claim, including reasonable detail about the facts and circumstances thereof. Such notice shall be given as soon as reasonably practical following the time that such Indemnified Person realized its entitlement to indemnification under such Section(s). Notwithstanding the foregoing, the failure to provide such notice shall not prejudice, impair or otherwise adversely affect in any manner whatsoever the rights of the Indemnified Persons and the obligations of the Indemnifying Party, and such Indemnified Person(s) shall have no liability to the Indemnifying Party as a result of the failure to provide such notice and such Indemnified Person(s) shall have all of the rights and benefits provided for in this Lease, notwithstanding failure to provide such notice.

(d) Third Party Indemnification Procedure.

(i) Assumption of Defense. If the Indemnifying Party has acknowledged, by notice given to the affected Indemnified Person(s) within a reasonable period after receiving the notice from such Indemnified Person(s) (based on the circumstances, but no more than thirty (30) days after receipt of such notice), its indemnification obligation with respect to a particular claim in accordance with the terms of Sections 10(a) and/or 10(b), the Indemnifying Party, upon giving such notice to such Indemnified Person(s), may assume, at its sole cost and expense, the defense of any Third Party claim. Pending receipt of such notice from the Indemnifying Party, the affected Indemnified Person(s), at its option, may take appropriate actions in the defense of such Third Party claim, and the costs and expenses associated with such actions shall be an indemnified expense. Counsel selected for such defense of any Third Party claim shall be reasonably acceptable to such Indemnified Person(s), and such Indemnified Person(s) shall be entitled to participate in (but not control) such defense through its/their own counsel and at its own expense; *provided* that if the counsel selected by the Indemnifying Party advises that, due to actual or potential conflicts, separate counsel should represent such Indemnified Person(s), the expense of such separate counsel shall be an indemnified expense in accordance with the terms

and conditions hereof, the full cost of which shall be borne by the Indemnifying Party. Such Indemnified Person(s) shall reasonably cooperate with the Indemnifying Party in connection with the defense of such Third Party claim. Notwithstanding anything to the contrary in this Lease, each Indemnified Person shall have the right to retain separate counsel to represent such Indemnified Person, at the sole cost and expense of such Indemnified Person concerning such Third Party claim, *except* to the extent such cost and expense are subsequently determined to be an indemnified expense.

(ii) Indemnified Persons' Rights. If the Indemnifying Party does not acknowledge its indemnification obligation for a particular Third Party claim, or does not timely assume the defense thereof, such Indemnified Person may defend such claim in such manner as it may deem appropriate. The Indemnifying Party shall bear all of the costs and expenses, including attorneys' fees, incurred by each Indemnified Person in connection with such defense all of which shall be paid from time to time thirty (30) days after the Indemnifying Party receives a written request from any Indemnified Person for reimbursement (including reasonably detailed documentation in support of any such request), and the Indemnifying Party shall be entitled to participate (but not control) such defense through its own counsel and at its own expense. The Indemnifying Party shall reasonably cooperate with each Indemnified Person in connection with the defense of such Third Party claim.

(iii) Limitation. Notwithstanding its control of a defense of any Third Party claim, the Indemnifying Party shall not (A) make any admission or take any other action that is binding on, or otherwise attributable to any Indemnified Person; and/or (B) consent to any settlement, entry of judgment or other disposition, in any or all instances without the prior written consent of the affected Indemnified Person(s), which shall not be unreasonably withheld, conditioned or delayed.

(e) No Assumption of Liability. Tenant, by its acceptance of this Lease, does not agree to perform, and does not agree to assume or otherwise be liable for, any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Landfill, the Land and/or other land of Landlord. Without limiting the generality of the foregoing, any repair and/or modification of the Landfill by, and/or on behalf of, Tenant, including in connection with compliance with any Permit, and/or the construction, maintenance, operation, replacement, repowering and/or upgrading of a Generating Facility, shall not result in, and/or otherwise constitute the assumption of, any responsibility, liability and/or other obligation whatsoever by Tenant with respect to all or any portion of the Landfill.

11. Transfer, Assignment and Subletting.

(a) Generating Facilities. Tenant is the exclusive owner and operator of the Generating Facilities. Without prejudice to positions taken by taxing authorities, as between the Parties, the Generating Facilities (including the component parts thereof) are personal property and not fixtures. Landlord shall not sell, lease, assign, mortgage, pledge or otherwise alienate or

encumber any Generating Facility (or any interest therein) with the fee interest or other property rights to the Premises and/or other portions of the Land.

(b) Transfers by Landlord. Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not Transfer all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein. Landlord shall give Tenant at least sixty (60) days written notice prior to any proposed Transfer of all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein, identifying the transferee, the portion of said real property to be transferred, and the proposed date of Transfer. Landlord shall require any transferee of a proposed Transfer to acknowledge and consent to the terms of this Lease by instrument in a form and content reasonably acceptable to Tenant, and any transferee of all or any portion of said real property shall take title to said real property subject to, and subordinate to, this Lease. Landlord agrees that this Lease and the rights granted hereunder shall run with the Land, and survive any Transfer of such property, or any portion thereof, until this Lease terminates as expressly provided herein. In the case of any Mortgage recorded on the Land after the Effective Date, such Mortgage shall be subordinate to this Lease, and Tenant shall be entitled to require Landlord to secure and deliver to Tenant (within sixty (60) days after Tenant's request therefor) a SNDA reasonably acceptable to Tenant. In no event shall Landlord and/or anyone claiming by, through, or under Landlord (including any present or future mortgagee of the Land) have any rights in or to the Generating Facilities at any time. This Section 11(b) shall supplement any other applicable provision of this Lease (including Section 8(e)).

(c) Transfers by Tenant. This Lease is for the benefit of Tenant, its successors and assigns, and is fully apportionable and fully assignable or otherwise Transferable, all or in part, including through sublease or license, without the need of any consent of Landlord or Landlord's successors and assigns (i) to any Person controlled by, or under common control or ownership with Tenant (including any direct or indirect subsidiary of Tenant); (ii) in connection with the sale of all or substantially all of the assets of Tenant; (iii) as part of any mortgage, pledge or other Encumbrance granted by Tenant, including as a result of the exercise of rights by any Person under such Encumbrance; (iv) as a result of the transfer of a controlling interest in Tenant by its parent and/or other Person possessing control over Tenant; (v) pursuant to any approval, order and/or other authorization issued by a Governmental Authority, including PURA; and (vi) to any assignee or other transferee regularly engaged in the ownership and/or operation of power generating facilities similar to the Generating Facilities (or in the case of a partial assignment, the Generating Facility subject to such assignment or transfer). Tenant shall notify Landlord within a reasonable period after the consummation of any such Transfer not requiring Landlord's consent. Any other Transfer, in whole or in part, of this Lease by Tenant shall require the prior written consent of Landlord (which may not be unreasonably withheld, conditioned or delayed), in which case Tenant shall give Landlord at least sixty (60) days written notice prior to any such Transfer identifying the transferee and the proposed date of Transfer. In the case of any such Transfer by Tenant, Landlord, at the request of Tenant, shall execute and deliver to Tenant and such transferee an SNDA (or such other documentation as Tenant may reasonably request), containing terms reasonably acceptable to Tenant, within sixty (60) days after Tenant's request therefor.

(d) Voided Transfers. Any Transfer in violation of the terms of this Article 11 shall be null and void and without legal effect.

(e) Binding Effect. This Lease shall be binding upon the Parties and their respective successors and permitted assigns.

12. Eminent Domain.

(a) Award. If any portion of the Premises or any other portion of the Land subject to Permitted Uses is taken by condemnation or any other manner for any public or quasi-public purpose, then: (i) Tenant shall be entitled to fully participate and otherwise protect its rights under this Lease in such condemnation proceeding; and (ii) upon a taking, the proceeds of any award or judgment payable by the condemning authority shall be allocated by the court having jurisdiction over the condemnation proceeding between the Parties based on said court's determination of the impact of said condemnation on the Parties' respective interests in the Premises or any other portion of the Land subject to Permitted Uses, including the damage caused to the Generating Facilities and the loss of revenue to Tenant resulting from any removal or relocation of a Generating Facility or any part thereof. Neither Party shall be entitled to settle with the condemning authority without the joint participation and prior written Approval of the other Party.

(b) Rent Adjustment. In the event that the condemning authority is successful in any such condemnation proceeding, then, as of the date of vesting of title in such condemning authority, the Annual Rent shall be prorated to such date based on the portion of the Generating Facilities affected by such taking.

13. Surrender of Premises upon Termination or Expiration.

(a) Abandonment. In connection with the expiration of the Term, Tenant shall elect, by notice given to Landlord, to exercise either of the following two alternatives: (i) abandon in place either or both of the Generating Facilities (or that portion thereof that remains on the Premises at such expiration), or (ii) remove the Generating Facilities at Tenant's expense. If Tenant decides to abandon any Generating Facilities at the expiration of the Term, Landlord shall have sixty (60) days after receipt of such notice ("*Landlord's Evaluation Period*") to exercise either of the following two alternatives: (A) allow Tenant to abandon in place the Generating Facilities (or such remaining portion) in which case the Generating Facilities (or such portion) shall automatically become the property of Landlord at the end of the Term, and Tenant shall execute documentation confirming said transfer of title to the Generating Facility to Landlord, or (B) direct Tenant to remove the Generating Facilities at Tenant's expense. The Landlord's Evaluation Period may be extended upon mutual agreement of the Parties. If Landlord fails to elect either alternative within the Landlord's Evaluation Period, then, at the expiration of the Landlord's Evaluation Period, Landlord shall be deemed to have directed Tenant to remove the Generating Facilities in place pursuant to clause (B) of this Section 13(a).

(b) Holding Over. Should Tenant, without Landlord's written consent, hold over after termination or expiration of the Term, Tenant shall become a tenant from month-to-month, and any such holding over shall not constitute an extension of this Lease. Tenant shall pay Landlord rent determined in accordance with Exhibit C attached hereto and made a part hereof for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease; *provided, however*, that Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b) during the six (6) month period immediately following the expiration of the Term so long as during said six (6) month period Tenant is negotiating in good faith with Landlord to extend this Lease (or execute a new lease of the Premises), or removing the Generating Facilities. If the Landlord's Evaluation Period has been extended and Landlord shall direct Tenant to remove the Generating Facilities, then the Term of this Lease shall be extended for a period of six (6) months after Tenant's receipt of such direction and during such period, Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b).

(c) Release. On the expiration of the Term, Landlord may request that Tenant provide a recordable Release of the Notice of Lease and said release shall be delivered to Landlord within ninety (90) days of Landlord's request therefor. Landlord is responsible for recording said Release of Notice of Lease.

14. Remedies.

(a) Remedies for Default. Subject to the limitation on remedies set forth in Sections 14(b) and 14(c) hereof, upon the occurrence of any default, the non-defaulting Party shall provide written notice thereof to the defaulting Party, the defaulting Party shall have thirty (30) days to cure the default and the non-defaulting Party may pursue one or more of the following remedies after the expiration of the defaulting Party's cure period:

(i) The non-defaulting Party may initiate a court proceeding to seek actual damages sustained by the non-defaulting Party.

(ii) If Landlord is the defaulting Party, in addition to the remedy available to Tenant under subsection 14(a)(i) hereof, Tenant may (A) withhold payments of Annual Rent and other amounts owed to Landlord hereunder until the earlier of the date on which Landlord's default is cured or the dispute is resolved; and (B) exercise self-help by performing any of Landlord's unperformed obligations, and Landlord shall reimburse Tenant (within thirty (30) days of Tenant's written request for reimbursement) for all actual costs incurred by Tenant to perform Landlord's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Tenant reasonably determines that Landlord's default results in or creates an emergency situation, then Tenant shall be entitled to exercise its remedy of self-help at any time including during Landlord's thirty day cure period.

(iii) If Tenant is the defaulting Party, in addition to the remedy available to Landlord under subsection 14(a)(i) hereof, but subject to Section 14(b), Landlord may exercise self-help by performing any of Tenant's unperformed obligations, and Tenant shall

reimburse Landlord (within thirty (30) days of Landlord's written request for reimbursement) for all actual costs incurred by Landlord to perform Tenant's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Landlord reasonably determines that Tenant's default results in or creates an emergency situation, then Landlord shall be entitled to exercise its remedy of self-help at any time including during Tenant's thirty day cure period.

In addition to any other remedy specifically set forth in this Lease, Tenant has the right to enforce the provisions of this Lease (including Section 8(e)) through an action for specific performance and/or injunctive relief as contemplated in Section 21(f). The election of any one remedy available under this Lease shall not constitute a waiver of any other available remedies, including those available at law or in equity, *except* as set forth in Section 14(b). The prevailing Party shall pay for all reasonable costs of collection and enforcement, including reasonable attorneys' fees, which may be incurred by the other Party in enforcing and/or attempting to enforce its rights and remedies under this Lease.

(b) No Termination for Default by Tenant. Notwithstanding anything to the contrary in this Lease, in recognition of the fact that Tenant has incurred substantial expense to purchase, install and operate the Generating Facilities on the Premises, Landlord cannot terminate this Lease due to an uncured default by Tenant.

15. Force Majeure. The Parties shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, in spite of its employment of commercially reasonable efforts and due diligence to fulfill, as a result of:

- (a) natural disasters and/or catastrophic events;
- (b) casualties to persons or properties required to fulfill such obligations;
- (c) war or terrorism;
- (d) governmental preemption in a national emergency, enactment of a Law or a change in existing Laws which prevents any Party's ability to perform its respective obligations under this Lease that, in each case, has general applicability throughout the State of Connecticut and specifically excluding any action taken by Landlord and/or any of its agencies and/or instrumentalities in their respective capacities as a Governmental Authority; and/or
- (e) any actions by Third Parties and other outside events beyond the exclusive control of the Party claiming hindrance or delay.

If a Party believes that such a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Lease, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. The claiming Party shall use commercially reasonable efforts to eliminate the hindrance or delay condition as quickly as possible. Notwithstanding notification of a claim of hindrance or delay by one Party, such notice shall not affect, impair or excuse the other Party from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance.

16. Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant shall lawfully, peaceably and quietly hold and enjoy the Premises during the Term, and Tenant's possession shall not be disturbed, hindered or other molested by Landlord, or by any Person(s) lawfully claiming by, through, or under Landlord.

17. Landlord's Deliverables to Tenant on the Effective Date. On the Effective Date, simultaneously with the execution and delivery of this Lease:

(a) Landlord shall deliver to Tenant the following:

(i) an executed, witnessed and acknowledged original Notice of Lease using the form in **Exhibit E** attached hereto and made a part hereof;

(ii) a SNDA (the form and substance of which shall be reasonably acceptable to Tenant) for the Existing Encumbrances listed in **Exhibit A**; [To be confirmed after title work identifies any Existing Encumbrances that require subordination]

(iii) proof, the form of which must be reasonably acceptable to Tenant, that Landlord has obtained all necessary federal, state and local approvals to execute, deliver and perform under this Lease;

(iv) owner's affidavits and any other documents required by any title insurance companies to remove the standard title policy exceptions; and

(v) [insert any other deliverables (including from title work)]

(b) Tenant shall deliver to Landlord an executed, witnessed and acknowledged original Notice of Lease using the form in **Exhibit E** attached hereto and made a part hereof.

18. Estoppel Certificates. Each Party shall execute and deliver to the other, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications); (b) whether to the certifying Party's knowledge there are then existing any charges, offsets or defenses against the enforcement by Landlord or Tenant of any agreement, covenant or condition of this Lease on the part of Landlord or Tenant to be performed or observed (and, if so, specifying the same); and (c) whether to the certifying Party's knowledge there are then existing any defaults by Tenant or Landlord in or with respect to the performance or observance by Tenant or Landlord of any agreement, covenant or condition of this Lease on the part of Tenant or Landlord to be performed or observed, and whether any notice has been given to Tenant or Landlord of any default which has not been cured (and, if so, specifying the same).

19. Publicity; Public Communications. The Parties shall coordinate all public relation communications, including press releases and conferences, public announcements and published materials (including advertisements, brochures, electronic or video communications or

presentations, and other promotional materials) by Landlord concerning any Generating Facility and this Lease to assure accuracy before public dissemination.

20. Dispute Resolution.

(a) Negotiation. In the event a dispute arises with respect to this Lease, the individuals directly involved in such dispute shall meet to negotiate and attempt to resolve the dispute. If such dispute cannot be resolved at that level within thirty (30) days after the initial negotiation session, then executives of each Party shall meet to negotiate and attempt to resolve such dispute. If such dispute cannot be resolved at this level within thirty (30) days after the initial meeting, then the Parties may proceed to litigation.

(b) Equitable Remedies. Nothing herein shall prejudice, impair or otherwise prevent either Party from applying for and receiving equitable relief, including an order for specific performance and/or an injunction, from an appropriate Governmental Authority pending the conclusion of any negotiation, mediation or litigation proceeding.

21. Miscellaneous Provisions.

(a) Notices. All communications required or permitted to be given under this Lease shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested or by an overnight delivery service to the Party receiving such communication at the address specified below:

Landlord:

City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604
Facsimile: 203.675.8129
Attention: Utilities Manager

Tenant:

[TBD]

Facsimile: []
Attention: []

with a copies to:

UIL Holdings Corporation
157 Church Street
P.O. Box 1564
New Haven, Connecticut 06506-0901
Facsimile: 203.782.2889

Attention: Linda L. Randell, Senior Vice President and General Counsel

provided that all payments of Annual Rent due to Landlord shall be submitted to the following address:

Director of Finance
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Either Party may change the address to which notices and other communications under this Lease are to be delivered by giving the other Party notice at the address and in the manner set forth in this Section 21(a). Nothing contained in this Section 21(a) shall be construed to restrict the transmission of routine communications between representatives of the Parties.

(b) Relationship of the Parties. Nothing contained in this Lease shall be construed by the Parties, or by any Third Party, as constituting the Parties as principal and agent, partners or joint venturers, nor shall anything herein render either Party liable for the debts and obligations of any other Party, it being understood and agreed that the only relationship between Landlord and Tenant is that of landlord and tenant.

(c) Recording. Tenant may elect to record this Lease and/or the Notice of Lease executed pursuant to Section 17(a). Each Party shall execute and deliver such additional documents, and take such other actions as shall be necessary, or otherwise reasonably requested by the other Party, to clarify, confirm and assure the rights and obligations provided for in this Lease.

(d) Waiver. No provision of this Lease may be waived, except by an instrument in writing executed by both Parties. Failure of a Party to insist upon strict compliance of any condition or provision of this Lease shall not be deemed a waiver by said Party of that condition. No waiver of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a breaching or defaulting party of the same or any other provision.

(e) Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles thereof.

(f) Specific Performance. Landlord acknowledges and agrees that Tenant would be damaged irreparably in the event any of the provisions of this Lease are not performed in accordance with their specific terms and conditions or otherwise are breached. Accordingly, Landlord agrees that Tenant shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Lease and to enforce specifically this Lease and the terms and conditions hereof in any action instituted in connection therewith in addition to any other remedy to which it may be entitled thereunder at law and/or in equity.

(g) Severability. If any provision of this Lease is adjudged by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future Laws for any reason, the same shall be modified, if possible, to the extent necessary to make it legal, valid and enforceable, or, if not possible, such provision shall be deleted. The remaining provisions of this Lease shall remain enforceable notwithstanding the illegality, invalidity or unenforceability of any individual provision. The Parties also shall negotiate an equitable adjustment to this Lease with a view toward effecting, to the extent possible, the original purpose and intent of the severed provision.

(h) Survival. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the term of this Lease shall survive cancellation, termination or expiration of this Lease for so long as is necessary to fulfill the intent thereof.

(i) Multiple Counterparts. This Lease may be executed in two or more originals and/or counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease or the terms hereof to produce or account for more than one of such counterparts; *provided* that the counterpart produced bears the signature of the Party sought to be bound. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have duly executed this Lease with the Exhibits attached hereto, as of the Effective Date.

Name of Witness 1:

**LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of the City of Bridgeport, Connecticut.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Name of Witness 1:

**TENANT: THE UNITED ILLUMINATING
COMPANY**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public,
personally appeared _____, and acknowledged to me that he/she signed it
voluntarily for its stated purpose as the _____ of THE UNITED
ILLUMINATING COMPANY.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A
DESCRIPTION OF THE LAND

[In addition to description, need to identify Existing Encumbrances (which will be subordinated)]

EXHIBIT B
DESCRIPTION OF THE PREMISES

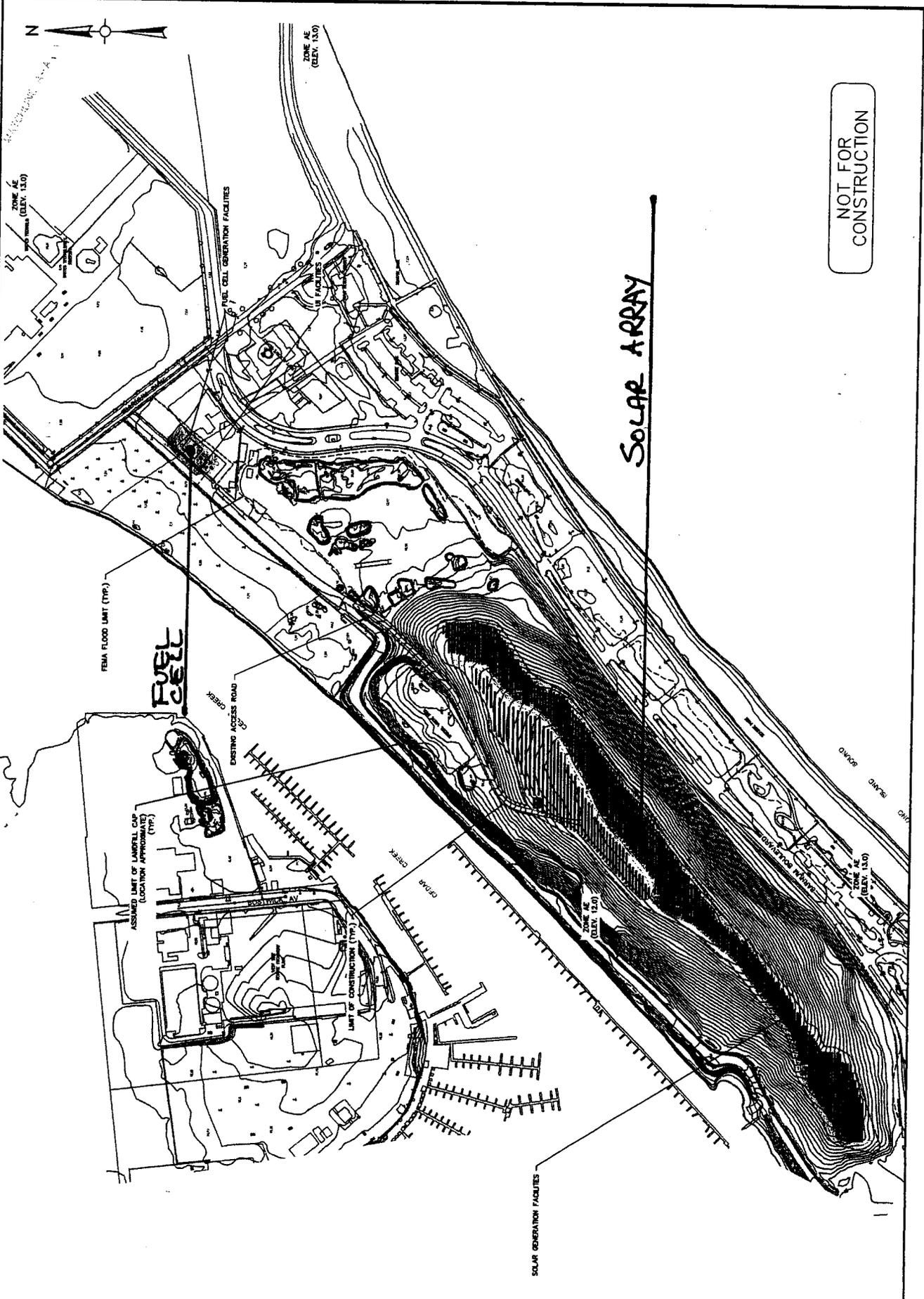
[To be completed based upon an A-2 survey]

1. Solar Area.

2. Fuel Cell/Service Area.

3. Shared Area.

PREPARED FOR Western Engineering UI Corporation by 270 Shiloh Blvd., Suite 101, St. Louis, MO 63103	REGISTERED PROFESSIONAL ENGINEER DATE _____		CONTRACT NO. _____ SCALE _____		SHEET NO. _____ TOTAL SHEETS _____	
	No. Date Description Apply Date	A P R O V E D DATE _____	PRELIMINARY SITE PLAN		DATE _____	



**EXHIBIT C
ANNUAL RENT**

[NOTE: All capitalized terms shall have the same meanings ascribed to them in the Ground Lease. The following Annual Rent that has been agreed to between the City administration and United Illuminating, subject to City Council approval, will be subject to PURA approval when United Illuminating submits its final budget to PURA in January 2014. The provisions of the Lease (e.g., the commencement of the Annual Rent payment will be based on the anniversary of commercial operation, not the Effective Date) will be conformed to be consistent with the agreed rent arrangement.]

1. **Initial Term.** Tenant shall pay Annual Rent on account of each Lease Year during the Initial Term in an amount equal to (a) One Hundred Fifty Thousand Dollars (\$150,000.00), minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. It is the intent of the Parties that the Annual Rent will be offset against the taxes paid for each during the Initial Term, but the City will receive no less than \$150,000.00 per Lease Year combined between taxes and Annual Rent. If the taxes paid in any Lease Year exceed \$150,000, then Tenant shall be deemed to have fully paid the Annual Rent for such Lease Year. As used in this Lease, "*Lease Year*" shall mean each twelve (12) month period that commences on the first day of the month after which both Generating Facilities have achieved commercial operation, and Tenant shall pay the Annual Rent for each Lease Year within sixty (60) days after the end of such Lease Year.

2. **First Extension Term and Second Extension Term.** The Annual Rent for the First Extension Term and the Second Extension Term will be (a) the fair rental value ("*FMV*") of the Premises for each Lease Year during the extension term, minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. FMV shall be determined by the following process that shall begin in year 18 of the Initial Term:

- (a) No later than 23 months prior to the expiration of the Initial Term, the Parties shall meet and negotiate terms for the Annual Rent that will apply during the First Extension Term and the Second Extension Term.
- (b) If the Parties cannot reach mutual agreement no later than 18 months before the expiration of the Initial Term, the Annual Rent will be determined by the following procedure, the result of which will be final and binding upon the Parties:
 - (i) Each Party will retain, at its sole cost and expense, a MAI appraiser ("*Party Appraiser*") no later than 17 months before the expiration of the Initial Term. The Parties shall give their respective Party Appraiser identical instructions so that the appraisal results can be consistently compared.
 - (ii) Each Party shall submit to the other Party no later than 14 months before the expiration of the Initial Term the written appraisal of FMV

determined by such Party's Party Appraiser for the First Extension Term and the Second Extension Term as a fixed, level annual amount per Lease Year assuming that Tenant will not terminate the Lease at the end of the Initial Term or the First Extension Term (without prejudice, however, to Tenant's right to terminate).

- (iii) If the FMVs submitted by the Party Appraisers differ by less than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Annual Rent for each Lease Year in the First Extension Term and the Second Extension Term will be calculated using the average of the FMVs submitted by the Party Appraisers for such Lease Year.
- (iv) However, if the FMVs submitted by the Party Appraisers differ by more than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Party Appraisers shall select a MAI appraiser to act as a neutral appraiser ("*Neutral Appraiser*") and shall submit the written appraisals of the Party Appraiser to the Neutral Appraiser no later than thirteen (13) months prior to the expiration of the Initial Term with instructions that the Neutral Appraiser shall determine the FMV per Lease Year no later than nine (9) months prior to the expiration of the Initial Term by selecting a figure for the FMV applicable for each Lease Year in the First Extension Term and the Second Extension Term that is between the highest and the lowest FMVs determined by the Party Appraisers for such Lease Year. The Parties shall equally share, through separate payments to the Neutral Appraiser, the costs and expenses of the Neutral Appraiser.
- (v) The FMV determined by the above process shall be final and binding on the Parties for purposes of determining the Annual Rent during the First Extension Term and the Second Extension Term (if the Term includes such extensions).

3. **Holding Over.** The monthly rent due under Section 13(b) of this Lease during any period in which Tenant is holding over shall be equal to one-twelfth (1/12) of the Annual Rent during the last Lease Year of the Term.

EXHIBIT D
PERMITTED USES

During the Term of this Lease, Tenant shall be entitled to develop, erect, install, construct, reconstruct, repair, maintain, replace, repower, upgrade, relocate, inspect, patrol, expand, operate and remove each Generating Facility, and in connection therewith engage in the activities described in, and/or implied by, this **Exhibit D** (collectively, "*Permitted Uses*").

1. **Capitalized Terms.** Capitalized terms used but not defined herein have the meaning assigned to such terms in this Lease to which this **Exhibit D** is attached to.

2. **Generating Facilities.** Tenant has the right, from time to time, to:

(a) develop, erect, install, construct, reconstruct, repair, maintain, replace, relocate, inspect, patrol, expand, operate, repower, upgrade and remove upon, over, under, along and across the entire Premises:

(i) the Solar Project and/or any other solar power generating facility, including solar panels, mounting substrates and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;

(ii) the Fuel Cell Project and/or any other fuel cell power generating facility, including fuel cells, foundations and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;

(iii) access roads (temporary and/or permanent) for each Generating Facility;

(iv) utility interconnections, including equipment and appurtenances as may be necessary or convenient for access to and interconnection with communication, water, sewer, electric and other utility services;

(v) equipment, foundations, anchors, braces, ducts, fences, gates, and other structures related to each Generating Facility;

(vi) lines, wires, filament, cables, including fiber optic and communication cables, other conductors, antennas, and other structures, fixtures and appurtenances useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character; and

(vii) monuments and signs to locate and/or otherwise identify the Premises;

provided that Tenant shall not exercise any of such rights in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (1) Permit, or (2) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

(b) utilize and improve all existing and future access, drainage, storm water, sewer and related rights held by Landlord for the Premises, all access, drainage, storm water, sewer and related facilities and improvements currently and hereinafter located in, on, over and/or under the Premises, all of which Tenant may elect to utilize as Tenant deems necessary or appropriate for the exercise of Tenant's rights and benefits hereunder; and

(c) store construction and maintenance materials, staging, and other materials, equipment and supplies on the Premises (other than the Shared Area), as deemed necessary by Tenant in connection with the Generating Facilities; use the Premises for temporary parking and other reasonable and necessary uses in connection with the development, erection, installation, construction, reconstruction, repair, maintenance, replacement, relocation, inspection, expansion, repowering, upgrading, operation and removal of any Generating Facility.

3. Shadow Restriction. Tenant shall have a right of way for access to direct sunlight in that airspace above the Landfill necessary to prevent any building, structure, landscaping, vegetation, or object of any type, from shading or otherwise blocking, obstructing, or interfering with the passage of direct sunlight to the Solar Project, or any portion thereof, located on the Premises between the hours of 9 a.m. and 4 p.m. Eastern Daylight-Saving Time or between the hours of 10 a.m. and 5 p.m. Eastern Standard Time ("*Shadow Restriction*"). In addition, Landlord hereby grants a Shadow Restriction to Tenant in connection with any existing and after acquired property of Landlord adjacent to, abutting, or within one hundred (100) feet of the Solar Area. The Shadow Restriction imposes the following restrictions on future use and enjoyment of the Land, the Premises and other land owned by Landlord that abuts or is within one hundred (100) feet of the Solar Area to prevent the impairment, obstruction or passage of sunlight through the Shadow Restriction:

(a) No vegetation, structure or other objects will be allowed to encroach into or onto the area affected by the Shadow Restriction.

(b) No building, structure, vegetation, activity, or land use of Landlord *except* utility lines, antennas, wires, and poles shall cast a shadow on the Solar Project or any portion thereof during daylight hours.

The Shadow Restriction shall continue until this Lease is terminated in accordance with the provisions of this Lease.

4. Additional Rights Associated with Tenant's Generating Facilities. Tenant shall have the right to (a) generate, distribute and transmit electricity, energy, intelligence, light, wireless signals and/or communications of any character and to provide the service or services relating to said right(s) by means of the Generating Facilities; and (b) engage any other activity related to a Generating Facility authorized by applicable Law (including Permits).

5. Vegetation Management and Other Rights. Tenant shall have (a) the right, but not the obligation, to perform trimming, cutting, clearing and removing, by mechanical means or otherwise, grasses, plants, shrubs, trees or limbs and branches thereof, underbrush and other growth any parts of the Premises or any abutting land owned by Landlord; (b) the right to control

the growth of such grasses, plants, shrubs, trees, limbs, branches, underbrush and other growth by the use of chemicals or otherwise; *provided* that such use of chemicals on the Landfill other than those allowed by any Permit shall require the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; (c) the right to dispose of all wood cut; and (d) the right to remove any structures within or projecting into the Premises.

6. Grading, Excavating, Filling, Improving and Removal of Debris. Tenant shall have the right to grade, excavate, fill, remove debris from and otherwise improve the (a) Premises, and (b) portions of the Land which Tenant determines are necessary or appropriate to allow Tenant to enjoy this Lease rights granted to Tenant hereunder, including the right of Tenant to (i) install, operate, maintain, repair, replace and expand storm water drainage improvements and utilities which Tenant deems necessary or appropriate; and (ii) increase the grade of the Fuel Cell/Service Area above floodplain elevation requirements of the Federal Emergency Management Agency or any successor agency thereto.

7. Access Rights. Tenant shall have (a) the right to enter upon, travel and transport materials and equipment over and upon the Premises and other adjoining land of Landlord (including other portions of the Land), including through the use of access roads and other improvements on such properties; (b) the right of way to access over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; (c) the right to use access roads and other improvements on the Premises and other adjoining land of Landlord (including other portions of the Land) in connection with Tenant's exercise of access and egress rights; and (d) the right (but not the obligation) to construct one or more new improved access roads over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; *provided* that Tenant shall not exercise such right to construct new access roads over and across such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

8. Interconnection to Electric System. Tenant shall have the right to erect, install, construct, reconstruct, repair, maintain, replace, upgrade, relocate, inspect, patrol, expand, operate and remove upon, over, under, along and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient (as determined by Tenant) electric and communication poles, wires, cables, facilities, equipment and appurtenances necessary to interconnect each Generating Facility to the electric transmission and/or electric distribution system; *provided* that shall not exercise any of such rights (a) in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (i) Permit, or (ii) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; and (b) to construct permanent above-ground improvements on such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Nothing in this Exhibit D or otherwise in this Lease shall affect, supplement, alter and/or otherwise modify in any manner whatsoever the respective rights and obligations of each Party with respect to municipal roads and other public rights-of-way, including with respect to the installation of interconnection facilities for each Generating Facility in such locations, it being the intention of the Parties that any portion of the Premises and/or

other adjoining land of Landlord (including other portions of the Land) constituting municipal roads and other public rights-of-way shall not be subject to, and/or affected by, this Lease.

9. Surface, Subsurface and Air Rights. The rights granted under this Lease to use and occupy the Premises in connection with the development, construction, installation, operation, maintenance, repair, renewal, replacement, repowering and upgrading of the Generating Facilities shall include all surface and subsurface rights and air rights over the Premises.

10. Alterations. Without limiting the generality of Tenant's rights hereunder, Tenant also may, at its option, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, as it may deem desirable, in all cases subject to applicable Law (including the terms and conditions of any applicable Permit).

11. Fundamental Alteration. After the occurrence of final acceptance or its equivalent with respect to the initial installation of a Generating Facility, Tenant shall notify Landlord of any Fundamental Alteration proposed to be implemented by Tenant and allow Landlord not more than thirty (30) days to advise Tenant in writing of any specific concerns of Landlord regarding the material and adverse effect of such Fundamental Alteration on the Land and/or the nearby community. As used in this Section 11, a "*Fundamental Alteration*" shall mean a reconstruction, relocation or expansion of a Generating Facility that:

- (a) materially and substantively alters the nature and character of such Generating Facility including an increase in the size or height of such altered Generating Facility, an increase in the ambient heat and/or noise produced by such altered Generating Facility in areas outside of the Premises, or any other modification that adversely changes the appearance and/or other sensory perception of such altered Generating Facility from outside of the Premises by residents living near the Land and/or using public facilities in the nearby park area; and
- (b) can be implemented without any Permit (including an amendment, reauthorization, and/or other change to any existing Permit, including the PURA Approval, the DEEP Permit and/or a Siting Council Decision with respect to such Generating Facility) and/or proceeding before a Governmental Authority;

provided that the following shall not constitute a Fundamental Alteration:

- (i) the operation and maintenance of a Generating Facility in the ordinary course of Tenant's business;
- (ii) any work performed by, and/or on behalf of, Tenant based on practices recommended by a manufacturer of equipment and other materials installed in a Generating Facility;
- (iii) any work performed with respect to a Generating Facility in connection with the satisfaction of any warranty and/or other contractual obligation, including the replacement, relocation and/or expansion of any Generating Facility; and

(iv) any repair, reconfiguration, substitution and/or replacement (including the periodic replacement of the stack of the Fuel Cell Project) by Tenant of the component parts of a Generating Facility.

For the avoidance of doubt, Landlord shall not have the right to approve, authorize and/or otherwise consent to any Fundamental Alteration, and Tenant shall have no obligation to notify Landlord of any reconstruction, relocation or expansion of a Generating Facility that requires a Permit or other action by a Governmental Authority.

EXHIBIT E
NOTICE OF GROUND LEASE

This Notice of Ground Lease is entered into by and between CITY OF BRIDGEPORT, CONNECTICUT ("*Landlord*"), having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns, and THE UNITED ILLUMINATING COMPANY ("*Tenant*"), a specially chartered Connecticut corporation, having a usual place of business at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns, concerning the Ground Lease Agreement executed [REDACTED], 2014, between Landlord and Tenant.

1. Names and Addresses of the Parties to the Lease.

Landlord: The City of Bridgeport, Connecticut
 Margaret E. Morton Government Center
 999 Broad Street
 Bridgeport, CT 06604

Tenant: The United Illuminating Company
 180 Marsh Hill Road
 Orange, CT 06477

2. The Lease and Date of Execution. Ground Lease Agreement by and between Landlord and Tenant with a date of execution of [REDACTED], 2014 (the "*Ground Lease*")

3. Ground Lease Term. The initial term of the Ground Lease shall commence on [REDACTED], 2014 and run through [REDACTED], 2034.

4. Description of the Property Contained in the Lease. The Landlord has leased to Tenant approximately [REDACTED] acres located at [REDACTED] in Bridgeport, Connecticut, which is more particularly bounded and described in Exhibit A hereto (hereinafter referred to as the "*Premises*"), and, pursuant thereto, the Landlord has granted appurtenant rights in the real property bounded and described in Exhibit B hereto.

5. Right of Extension or Renewal. Tenant is granted options to extend the term of the Ground Lease for two (2) additional periods of five (5) years each at the expiration of the initial term for the first option period and at the expiration of the first option period for the second option period.

6. Option to Purchase. There is no option to purchase.

7. Places Where Ground Lease Is On File. Duplicate executed copies of the Ground Lease are on file at the office of (a) Landlord through its Department of Public Utilities at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604; and (b) Tenant at 180 Marsh Hill Road, Orange, Connecticut 06477.

IN WITNESS WHEREOF, the said parties have hereto caused this Notice of Ground Lease to be executed this ____ day of _____, 2014.

Name of Witness 1:

**LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of CITY OF **BRIDGEPORT, CONNECTICUT.**

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Name of Witness 1:

**TENANT: THE UNITED ILLUMINATING
COMPANY**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF _____)

ss: Town/City of _____

On this ____ day of _____, 2014, before me, the undersigned notary public,
personally appeared _____, proved to me and acknowledged to me that he/she
signed it voluntarily for its stated purpose as the _____ of **THE UNITED
ILLUMINATING COMPANY**.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT A TO NOTICE OF GROUND LEASE

Premises

[use description of Premises in the final Exhibit B to the Ground Lease]

EXHIBIT B TO NOTICE OF GROUND LEASE
Property Subject to Appurtenant Rights

[Use Exhibit A (Land Description) From Lease]