

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 15, 2010

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: October 18, 2010

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 160-09** Communication from Tax Collector re Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 161-09** Communication from OPED re Disposition of City Owned Property to Habitat for Humanity and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
- 162-09** Communication from Mayor re Reappointment of Robert Morton (D) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.
- 163-09** Communication from Mayor re Reappointment of Melville T. Riley (R) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.
- 164-09** Communication from OPED re Proposed Development, Lease and Use Agreements with M.O.V.E. Yacht Club for the redevelopment of 148-220 Waterview Avenue, referred to Economic and Community Development and Environment Committee.
- 165-09** Communication from OPED re Proposed Tax Assessment Phase-In Agreement with M.O.V.E. Yacht Club for the redevelopment of 148-220 Waterview Avenue, referred to Economic and Community Development and Environment Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*149-09**      Contracts Committee Report re Agreement with Vector-US, Inc. to provide General Aviation Billing, Servicing and Collecting Services for the City.
- \*151-09**      Contracts Committee Report re Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services.
- \*155-09**      Contracts Committee Report re Agreement with the State for Preliminary Design and Permitting for Runway 06/24 Reconstruction at Sikorsky Memorial Airport, File No. AERO-5800-1649; State Project No. DOT00150350PE.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 15, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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Cecil Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Status of raw sewage condition and the  
City's non response to medical benefits.

**CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, NOVEMBER 15, 2010  
6:30 pm**

ATTENDANCE: Council members: Brannelly, M. McCarthy, \*A. Ayala, Taylor-Moye,  
\*Brantley, \*Walsh, T. McCarthy, Austin, \*Lyons, Vizzo-Paniccia,  
Bonney, \*dePara, M. Ayala, Martinez, \*Curwen, Baker, Holloway  
\*=*arrived late council members delayed in ECDE Committee meeting*

ABSENT: Council members: Blunt, Paoletto, Silva

Council President McCarthy called the public speaking session to order at 6:40 pm.

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

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 15, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Status of raw sewage condition and the City's non response to medical benefits.

*Due to the Economic and Community Development and Environment Committee being held prior to the city council meeting, the stenographer was delayed and not available to take the minutes for the public speaking session.*

The public hearing session ended at 6:51 pm.

RECEIVED  
CITY CLERK'S OFFICE  
2010 NOV 19 P 3:58  
ATTEST  
CITY CLERK

## CITY COUNCIL MEETING

Monday, November 15, 2010

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, \*Blunt, dePara, M. Ayala, Martinez, Curwen, Baker, Holloway

\*= arrived late

ABSENT: Council members: Paoletto and Silva

Council President McCarthy called the meeting to order at 7:05 pm.

Prayer Council member Lyons offered the prayer.

Pledge of Allegiance the pledge was led by Ed Lavernoich.

Roll Call the city clerk took the roll and announced there was a quorum.

*\*Council President McCarthy asked for a moment of silence for Mary Cousins who formerly worked in the IT Department. It was noted that her father was a former Alderman.*

*Council President McCarthy announced that Council member Silva wasn't in attendance due to his presence at a conference where he was being honored.*

*Council member Paoletto wasn't in attendance due to a family situation.*

### MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 18, 2010

\*\* COUNCIL MEMBER CURWEN MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY

\*\* COUNCIL MEMBER CURWEN MOVED TO APPROVE *and*  
CONSOLIDATE COMMUNICATIONS TO BE REFERRED TO COMMITTEES *and*  
MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

\*\* COUNCIL MEMBER LYONS SECONDED

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 160-09** Communication from Tax Collector re Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 161-09** Communication from OPED re Disposition of City Owned Property to Habitat for Humanity and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
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**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*149-09** Contracts Committee Report re Agreement with Vector-US, Inc. to provide General Aviation Billing, Servicing and Collecting Services for the City.
- \*151-09** Contracts Committee Report re Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services. - *removed see below*
- \*155-09** Contracts Committee Report re Agreement with the State for Preliminary Design and Permitting for Runway 06/24 Reconstruction at Sikorsky Memorial Airport, File No. AERO-5800-1649; State Project No. DOT00150350PE.

**\*\* MOTION PASSED UNANIMOUSLY**

Council President McCarthy asked if there were any items to be removed from the consent calendar.

Council member Walsh requested to removed item \*151-09 Contracts Committee Report re Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services.

The city clerk read the remaining items into the record.

\*\* **COUNCIL MEMBER CURWEN MOVED TO APPROVE**  
\*\* **COUNCIL MEMBER VIZZO-PANICCIA SECONDED**  
\*\* **MOTION PASSED UNANIMOUSLY**

Council President McCarthy returned to the item removed from the consent calendar  
\*151-09 Contracts Committee Report re Agreement with Panuzio & Giordano Public Affairs, LLC for Federal Lobbying Services.

He asked if there was anyone to report on the item. Council member Vizzo-Paniccia reported that the item passed unanimously in committee.

\*\* **COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE**  
\*\* **COUNCIL MEMBER LYONS SECONDED**

Council member Walsh asked about the term of the contract from November to June 30 and the amount of \$48k. He questioned that even though the payment terms were included, he questioned the \$6,000.00 cost. Council President McCarthy stated that the amount involved one year and one year mutual option, in terms of cost. City Attorney Anastasi clarified that it is the period from November 2010 through June 30, 2011 and July 1, 2011 through June 30, 2012. He said that if it was entered into by mutual agreement, it will be subject to funding approval by the city council. He further noted that the \$48k has been a consistent rate with Panuzio & Giordano.

Council member Walsh questioned if they were doing the contractor a favor by the terms outlined. City Attorney Anastasi said it was reflective of the calendar year and legislative sessions. So the amount of the money to keep it level is predicated on the new representatives in Washington. He explained that the reality is that the bulk of the work is done during active sessions.

Council member Walsh asked if they were paying them to do nothing for months. City Attorney Anastasi said they have continued to represent and perform on behalf of the city and they are active with the administration and the city council.

Council member Walsh referred to the second paragraph of the contract - *as read that pertained to the funding appropriated*. He asked if there was a specific line item for federal lobbying sources. City Attorney Anastasi said he thought the money was identified in the budget for lobbying services. He deferred to the co-chair of the Budget & Appropriations Committee to answer the question. Council member Curwen agreed with Attorney Anastasi's statement. He said the money was identified in the amount of \$81,021.00, which is a combination of the two lobbying services they engaged with.

Council member Walsh asked if the language was open for interpretation for state and federal lobbying. Council President McCarthy said he agreed with the suggestion to do that if it was recommended.

Council member Walsh said he would vote against the item, because there were other issues going on with the representing firm. Council member McCarthy stated that the grant was highly competitive and he thought the amount of \$48k on a return of \$15 million was commendable.

**\*\* MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

**Other Business:**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA  
\*\* COUNCIL MEMBER AUSTIN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER ITEM # 166-09 RE: LOBBYING SERVICES AGREEMENT CONTRACT TO THE CONTRACT COMMITTEE  
\*\* COUNCIL MEMBER LYONS SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER CURWEN MOVED TO ADJOURN  
\*\* COUNCIL MEMBER LYONS SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:20 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 576-7271 Fax 332-5628  
Collection Division 576-7266

ANNE KELLY-LENZ  
Tax Collector

BILL FINCH  
Mayor

COMM#160-09 Referred to Miscellaneous Matters Committee on  
11/15/2010

DATE: October 28<sup>th</sup>, 2010  
TO: Committee on Miscellaneous Matters  
FROM: Anne Kelly-Lenz  
SUBJECT: Refund of Excess Payments

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 OCT 29 A 10:39

I hereby request tax refunds for the accounts 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 requested.....

Bridgeport Arena FAC Management  
C/O RASH # 1078-07-510  
PO Box 260888  
Plano, Tx 75026-0888

Duplicate assessment – coverage under pilot program

Refund due: **\$10,448.46**

Volume Serv of America  
C/O Harbor Yard - Arena  
600 Main St  
Bridgeport CT 06604

Duplicate assessment – coverage under pilot program

Refund due: **\$10,021.46**



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

COMM#161-09 Referred to ECD&E Committee on 11/15/2010

DONALD C. EVERSLEY  
Director of  
Planning and  
Economic Development

MICHAEL P. NIDOH  
Director of Planning

City Clerk  
45 Lyons Terrace  
Bridgeport, CT 06605

October 28, 2010

**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 two (2) city-owned parcels to Habitat for Humanity of Coastal Fairfield County. These two parcels are currently vacant lots of varying sizes identified as follows:

1. 129 Washington Terrace Vacant Lot (1059-14)
2. 37-41 Waldorf Avenue Vacant Lot (216-15)

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,

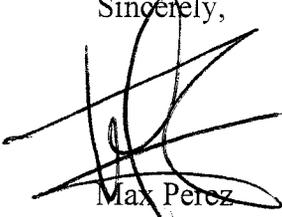
- 129 Washington Terrace Vacant Lot (1059-14)
- 37-41 Waldorf Avenue Vacant Lot (216-15)

RECEIVED  
CITY CLERK'S OFFICE  
2010 NOV - 4 P 1:55  
ATTEST  
CITY CLERK

I have attached a Resolution for your referral.

Thank You.

Sincerely,

A handwritten signature in black ink, appearing to be 'Max Perez', written over a horizontal line.

Max Perez  
Senior Economic Development Associate

CC: Mayor Finch  
Andrew Nunn, CAO  
Edward Lavernoich, OPED  
Alanna C. Kabel, DCAO

**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 five such properties as follows:

1. 129 Washington Terrace Vacant Lot (1059-14)
2. 37-41 Waldorf Avenue Vacant Lot (216-15)

**WHEREAS**, The City proposes to transfer the two 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 reverter 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 132 houses in Bridgeport Property taxes paid by Habitat homeowners exceed \$400,000 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, the foundation will donate \$150,000, which will cover most, if not all of the cost of construction, and that have passed the WWF, mandated environmental checklist review, 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, the prospective homeowner are a Bridgeport resident, who is a working, single mother of four. They are currently renters of a second floor apartment. The daughter is severely disabled, requiring the mother to get her and a wheel chair up and down a flight of stairs to take her out at all; and

**WHEREAS**, the five properties were approved for disposition by the City Planning and Zoning Commission on November 30, 2009; and by the City Hall Committee on February 4, 2010; and

**SO, THEREFORE BE IT RESOLVED** that the City Council authorizes the transfer of the following five properties to Habitat for Humanity of Costal Fairfield County for the total price of \$2.00 (two dollars and no cents):

1. 129 Washington Terrace Vacant Lot (2102-10)
2. 37-41 Waldorf Avenue Vacant Lot (1731-43)
- 3.

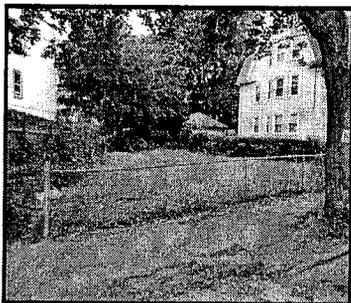
**BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor and/or the Director of OPED to execute any contracts or agreements, or to take any other such necessary actions consistent with and to effectuate the purposes of this resolution:

Parcel ID : 0216--15-----  
GIS ID : 216-15  
Owner Name : BRIDGEPORT CITY OF  
Property Location : 37 WALDORF AV #41  
Co-Owner :  
Owner Addr : 45 LYON TERRACE  
Owner City : BRIDGEPORT, CT 06604  
Account : RR-0059935  
Land Area (Acres) : 0.10307622  
Land Value : \$20,440  
Building Value : \$0  
Total Value : \$20,440  
Land Use : Mun Lnd Res  
Style :  
Rooms: Total/Beds/Baths : N/A  
Year Built :  
Living Area :  
Last Sale Date : 2/2/2007  
Last Sale Price : \$0  
Qualified Sale? : U  
Book/Page : 7360/ 50

[View On-Line Vision Property Assessment Record](#)

[View LOCAL LIVE Bird's Eye Imagery](#)

### 37 WALDORF AV #41



[Click to enlarge](#)

**MBLU :** 11/ 216/ 15/ / /  
**Location:** 37 WALDORF AV #41  
**Owner Name:** BRIDGEPORT CITY OF  
**Account Number:** RR-0059935



#### Parcel Value

Item	Assessed Value
Improvements	0
Land	20,440
<b>Total:</b>	<b>20,440</b>



#### Owner of Record

BRIDGEPORT CITY OF



#### Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	7360/ 50	2/2/2007	
RIVERA FELIX & MARIANELA	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
0.10 AC	RC	20,440



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

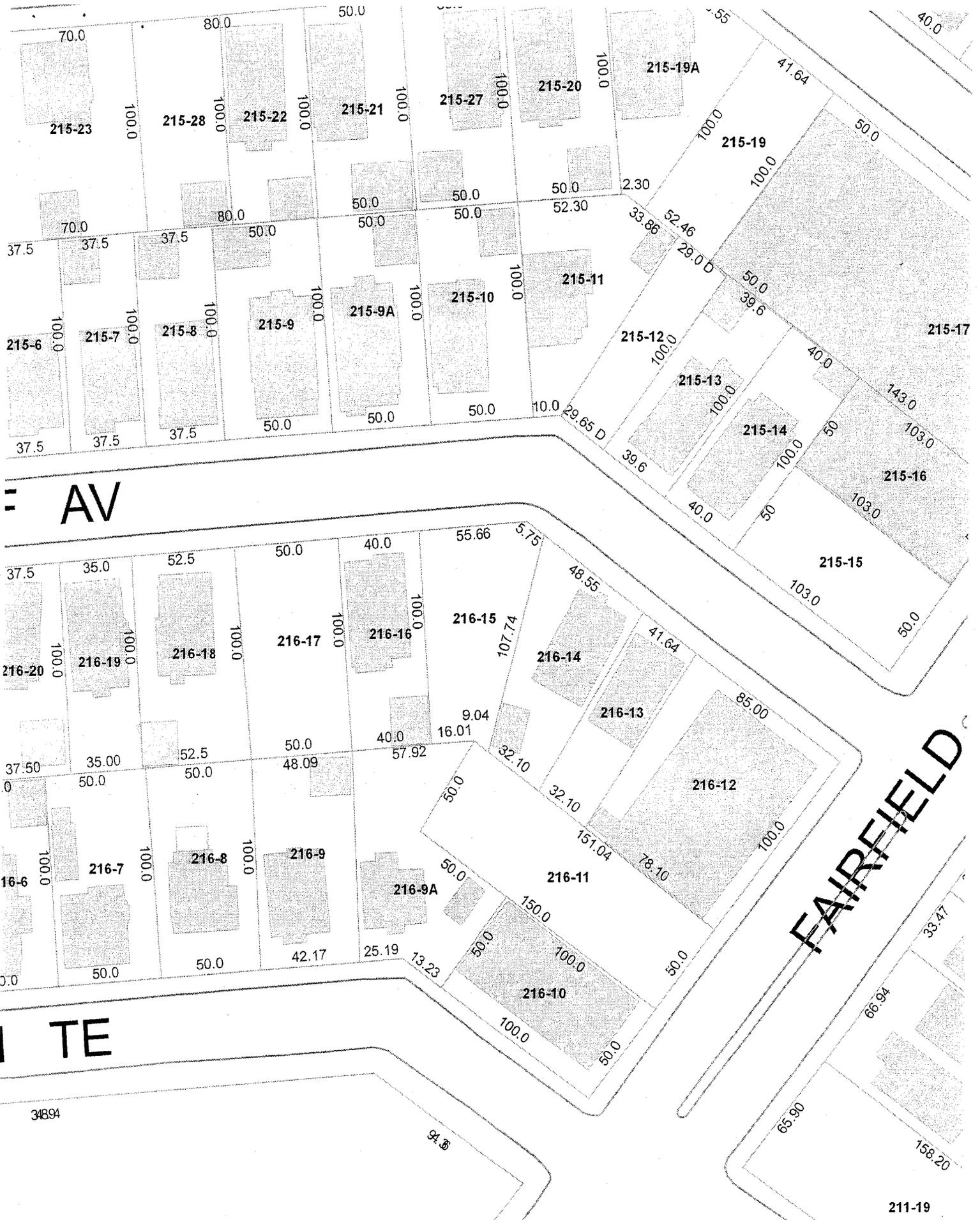
Code	Description	Units
No Extra Building Features		



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

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology

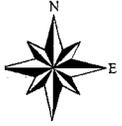
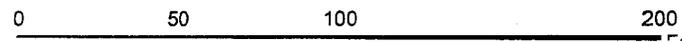


AV

TE

FAIRFIELD

City of Bridgeport, Connecticut  
 Geographic Information System



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Parcel ID : 1059--14-----  
GIS ID : 1059-14  
Owner Name : BRIDGEPORT CITY OF  
Property Location : 129 WASHINGTON TR #131  
Co-Owner :  
Owner Addr : 45 LYON TER  
Owner City : BRIDGEPORT, CT 06604  
Account : E--0008780  
Land Area (Acres) : 0.14343434  
Land Value : \$29,040  
Building Value : \$0  
Total Value : \$29,040  
Land Use : Mun Lnd Res  
Style :  
Rooms: Total/Beds/Baths : N/A  
Year Built :  
Living Area :  
Last Sale Date : 8/30/2002  
Last Sale Price : \$0  
Qualified Sale? : U  
Book/Page : 5019/ 266

[View On-Line Vision Property Assessment Record](#)

[View LOCAL LIVE Bird's Eye Imagery](#)

## 129 WASHINGTON TR #131



[Click to enlarge](#)

**MBLU :** 34/ 1059/ 14/ / /  
**Location:** 129 WASHINGTON TR #131  
**Owner Name:** BRIDGEPORT CITY OF  
**Account Number:** E--0008780



### Parcel Value

Item	Assessed Value
Improvements	0
Land	29,040
<b>Total:</b>	<b>29,040</b>



### Owner of Record

BRIDGEPORT CITY OF



### Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
BRIDGEPORT CITY OF	5019/ 266	8/30/2002	



### 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
0.14 AC	RB	29,040



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

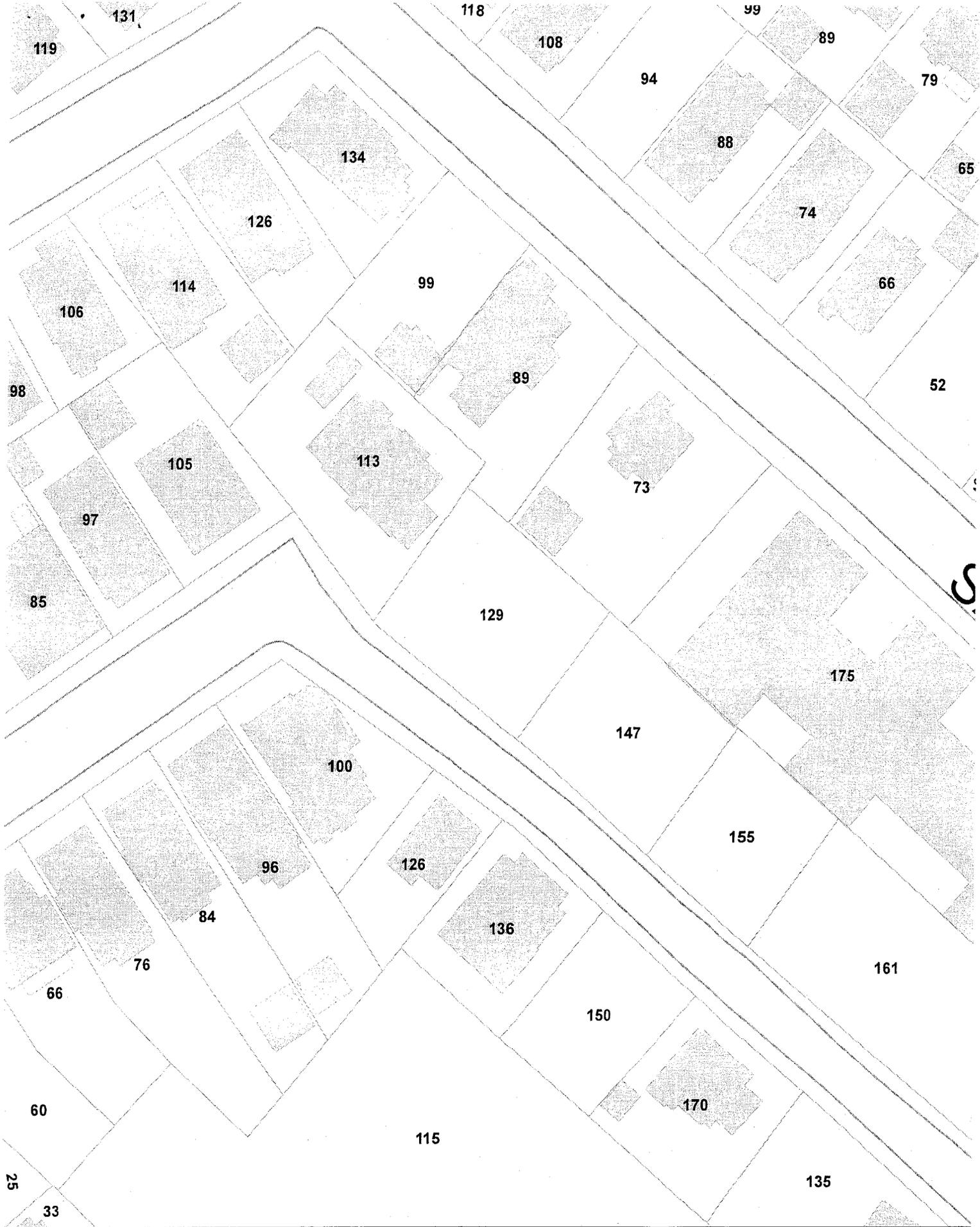
Code	Description	Units
No Extra Building Features		



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

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by [Vision Appraisal Technology](#)



**City of Bridgeport, Connecticut**  
**Geographic Information System**



0 45 90 180

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OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH  
Mayor

MEMORANDUM

COMM. # 162-09 Referred to Miscellaneous Matters Committee (11/15/2010)

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: November 9, 2010

RE: Boards & Commissions

Please place the following name on the November 15, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Planning & Zoning Commission:

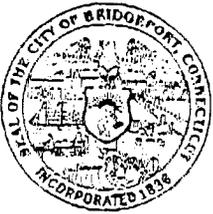
Robert Morton (D)  
1274 Brooklawn Avenue  
Bridgeport, CT 06604

This term will expire on 12-31-12.

BF/lai

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 NOV 10 P 2:41



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH  
Mayor

MEMORANDUM

COMM. # 163-09 Referred to Miscellaneous Matters Committee (11/15/2010)

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: November 9, 2010

RE: Boards & Commissions

Please place the following name on the November 15, 2010 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Planning & Zoning Commission:

Melville T. Riley (R)  
2600 Park Avenue; Unit 8T  
Bridgeport, CT 06604

This term will expire on 12-31-12.

BF/lai

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 NOV 10 P 2:41



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Comm#164-09 Referred to ECD&E Committee on 11/15/2010

Donald C. Eversley  
Director

November 10, 2010

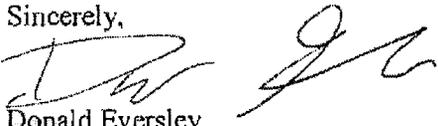
City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: 148-220 Waterview Avenue – M.O.V.E. Yacht Club  
Development Agreement, Lease Agreement, Use Agreement

Dear City Clerk:

Please find attached a resolution seeking City Council authorization to enter into a Development Agreement, Lease Agreement and Use Agreement for the redevelopment of 148-220 Waterview Avenue as the new home of the M.O.V.E Yacht Club. This item is for referral please to the Economic and Community Development and Environment Committee. Thank you.

Sincerely,

  
Donald Eversley  
Director

C: Mayor Finch  
Andrew Nunn, CAO

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ATTEST  
CITY CLERK

A Resolution by the Bridgeport City Council  
Regarding a Lease Agreement, Development Agreement, and Use Agreement  
Between the City of Bridgeport and M.O.V.E. Yacht Club  
For the redevelopment of 148-220 Waterview Avenue

Whereas, in order to advance the redevelopment of the Steel Point peninsula, the City of Bridgeport wishes to facilitate the relocation of the M.O.V.E Yacht Club from its current location at 67 California Street to a new location at 148-220 Waterview Avenue;

Whereas, a new M.O.V.E. Yacht Club and marina facility at 148-220 Waterview Avenue will represent a key component of the emerging recreational marina corridor along the Yellow Mill Channel;

Whereas, the redevelopment of the site will provide the City with additional tax revenue from a site that currently does not produce any tax revenue;

Whereas, the City will provide \$375,000 toward site work and construction costs for the new facility and shall also fund the remediation of environmental concerns, which the City has diagnosed and considers to be manageable within its present resources;

Whereas per the execution of the attached Lease Agreement, Development Agreement and Use Agreement, M.O.V.E Yacht Club shall release the City from any and all claims relating to its interests and rights in the property at 67 California Street;

Whereas, the City has attached to this resolution the following documents:

148-220 Waterview Avenue Development Agreement  
Exhibit A to Waterview Avenue Development Agreement (LEASE)  
Exhibit B to Waterview Avenue Development Agreement (USE AGREEMENT)

Now, therefore be it resolved that the Mayor and/or the Director of the Office of Planning and Economic Development are authorized to do any and all things necessary, and to execute any and all documents necessary, to effectuate the purposes of this resolution, including specifically, although not limited to, entering into a Development Agreement, Lease Agreement, and Use Agreement substantially consistent with the above-referenced and attached documents.

**M.O.V.E. Yacht Club -w- City of Bridgeport**  
**Development & Lease Agreements**  
**for 144-220 Waterview Avenue**

**SUMMARY**

Over a period of decades, the 50 acre Steel Point peninsula was cleared of businesses and residents through eminent domain. The M.O.V.E. Yacht Club is one of the last two remaining entities on Steel Point and the only one without an agreed-upon relocation plan.

The proposed M.O.V.E. Agreement will compensate the club for giving up its current California Street marina, clubhouse and parking/boat storage areas. The Agreement was developed during negotiations with the City during the last three Mayoral administrations.

The "M.O.V.E. Agreement" consists of several related documents: the 144-220 Waterview Avenue Development Agreement; a Lease; a Use Agreement; and, a proposed Resolution concerning the tax assessment on the Waterview Avenue site. The considerations are as follows:

- The Agreement brings to resolution a decade-long dispute between the club and the City, and provides the final deal necessary to clear Steel Point
- The Agreement resolves the issue of compensation to M.O.V.E. for its rights and interests in the California Street property and provides that M.O.V.E. relinquishes all claims against the City
- In return for vacating the California Street site, M.O.V.E. shall receive a 40-year lease to a City-owned lot at 144-220 Waterview Avenue
- The long-vacant and blighted Waterview Avenue site will be cleaned, developed and returned to the City tax rolls
- The City shall retain ownership of the land at Waterview; M.O.V.E. will own the buildings and other improvements it makes to the site
- The new M.O.V.E. Yacht Club facility will be an important investment in the neighborhood and a key component of the emerging recreational marina corridor which is taking shape along the Yellow Mill Channel
- The City will provide \$375,000 toward site work and construction costs for the new facility
- The Use Agreement allows M.O.V.E. to enter onto the new site before the lease commences to store vessels and start work on the project
- The proposed Tax Resolution will allow the taxes on the improvements at Waterview Avenue to phase-in over 5 years

# 148-220 Waterview Avenue Development Agreement

## City of Bridgeport -w- M.O.V.E. Yacht Club

Agreement dated the 4th day of October, 2010 between the **City of Bridgeport**, a municipal government, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("**City**") and **MOVE, Inc., d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, having an address at 67 California Street, Bridgeport, Connecticut ("**MOVE**").

WHEREAS, the City desires to promote development of the Bridgeport waterfront, increase boating opportunities and encourage recreational boating facilities;

WHEREAS, MOVE has occupied City-owned property at 67 California Street ("**Old Site**") under a lease for many years and operated a yacht club on that site;

WHEREAS, both the City and MOVE desire to relocate MOVE to another location so that the Old Site may be demolished and prepared for area-wide redevelopment of the Steel Point peninsula and MOVE agrees to release its claims under the City's Business Relocation Assistance Plan ("**Relocation Plan**");

WHEREAS, the City is the owner of waterfront property at 148-220 Waterview Avenue (the "**Waterview Site**") and is willing to enter into a long-term lease for development and use of the Waterview Site as a marina and yacht club;

WHEREAS, the City is prepared to lease the Waterview Site to MOVE to maintain and operate in good order, so long as MOVE vacates the Old Site on or before the Exit Date and observes and performs the other terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties mutually agree as follows:

### 1. Marina Development.

- (a) DEVELOPMENT COSTS In return for MOVE vacating the Old Site and releasing all claims related thereto under the Relocation Plan, the City agrees to commit the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) in development expenses related to the establishment of marina facilities at the Waterview Site. The City's Office of Planning & Economic Development (OPED) shall disburse the funds for construction and improvements at the Waterview Site on a mutually agreed work scope and schedule. Prior to turning over site access to the Waterview Site to MOVE, the City shall also perform site preparation at a maximum cost of One Hundred Thousand Dollars (\$100,000.00) in expenditures after the execution of this Agreement, which may include, but is not limited to removing trash, debris or dumped materials, clearing and grading of the Waterview Site, depositing stone for MOVE's use as rip-rap for the Waterview Site, and certain professional design and engineering services to obtain permits for MOVE's use of the Waterview Site. The City has previously made improvements to the Waterview Site and has prepared and pursued street abandonments, permit applications and site plans, and obtained all necessary land use approvals, except for building permits, from governmental authorities having jurisdiction over the Waterview Site. The City will also be conducting environmental remediation on the Waterview Site based on newly-discovered contamination.

- (b) TAX STABILIZATION City shall endeavor to obtain a City Council resolution that will phase in the real estate taxes on MOVE's building at the Waterview Site over a period of at least five (5) years, substantially as set forth in the Draft Resolution attached here to as Exhibit F.

2. Obligation to Vacate.

(a) MOVE hereby agrees, absolutely and unequivocally, to remove itself and all of its personal property, vehicles, vessels and equipment from the Old Site upon substantial completion of the club house building at the Waterview Site but no later than February 31, 2011, or such later date provided in paragraph 2(b) below, TIME BEING OF THE ESSENCE ("**Exit Date**") so that the Steel Point developer may proceed with the development of the Steel Point waterfront.

(b) In the event that MOVE believes that it will be unable to vacate the Old Site before the Exit Date, MOVE shall give the City fifteen (15) days prior written notice of its inability to vacate together with evidence of good cause, which evidence might include, by way of example, MOVE's inability, after making prompt application, to obtain zoning or other land use approvals or permits, including building permits; inability, after making prompt application to obtain institutional financing for the construction of improvements at the Waterview Site; and similar circumstances evidencing MOVE's good faith efforts to vacate the Old Site. The City shall determine whether MOVE is entitled to an extension of the Exit Date in the exercise of its commercial business judgment reasonably exercised and may grant an extension of the Exit Date for 30 days, but in no event will the City grant an extension longer than sixty (60) days after the Exit Date.

(c) In the event that MOVE needs an extension of the End Date but fails to give such 15-day notice, fails to demonstrate good cause for an extension, or fails to otherwise demonstrate its discontinuance of use of the Old Site as set forth above, in the City's commercial business judgment reasonably exercised, the City may immediately seek a judicial order to remove MOVE and all of its personal property, vehicles, vessels and equipment from the Old Site. In the event that the City is compelled to take such actions, MOVE agrees to indemnify and hold harmless the City for all costs, expenses, reasonable attorneys' fees and direct damages related to the enforcement of this Agreement.

3. Conditions to Entry Into Lease. (a) In further consideration of the MOVE's full and unconditional compliance with this Agreement, which compliance shall be determined by the City in the exercise of the City's commercial business judgment reasonably exercised, the City agrees to enter into a long-term Lease for the Waterview Site ("**Lease**"), attached hereto as **Exhibit A**, subject to review by the Planning & Zoning Commission pursuant to Ch. 8-24 of the Connecticut General Statutes and subject to approval by the City Council. The Lease shall be executed by both parties and held in escrow by the Bridgeport City Attorney as described below and will become effective if, as and when the City determines that MOVE has complied with the requirements of this Agreement.

(b) The City agrees to grant MOVE the right at no cost for MOVE's early access to the Waterview Site so that MOVE can move its personal property and equipment to the Waterview Site and begin to make preparations for moving its operations there prior to the Exit Date, subject to MOVE's compliance with this Agreement, which right to enter the Waterview Site is attached hereto as **Exhibit B** ("**Use Agreement**").

(c) Upon the City Council's approval of the Lease, the parties shall execute this Agreement and the Lease, provided, however, that the Lease shall be an executory agreement and shall be held in escrow by the Office of the City Attorney until the preconditions for the release of the Lease from escrow as set forth in this Agreement have been met, whereupon the City Attorney shall be obligated to deliver a fully-executed original thereof to MOVE.

(d) The City and MOVE understand and agree that MOVE will have no responsibility for existing and known environmental contamination that may be present at the Old Site.

(e) MOVE acknowledges and agrees that there is an existing billboard on the Waterview Site pursuant to an agreement between the City and Highland Street Associates ("**Highland**") which billboard shall remain on the Waterview Site and as to which MOVE will permit future access to Highland, its successors and assigns for ingress and egress by vehicle and on foot as more fully set forth in that certain easement executed between the City and Highland on December 8, 1997 attached hereto as **Exhibit D** and incorporated by reference as if fully set forth herein, which easement was previously recorded in the Bridgeport Land Records as a permitted encumbrance on the Waterview Site.

(f) The parties understand that two (2) paper streets, Cedar Street and Nichols Street, previously existed on the Waterview Site extending from Waterview Avenue to the Yellow Mill River. The City has completed the abandonment of these two paper streets and has merged the land into the adjacent parcels.

4. **Continued Access.** Because certain public streets in the Steel Point Project area may be discontinued, abandoned, relocated or converted into private rights-of-way, the City agrees to ensure that MOVE will have continued access to and from the Old Site during the term of the Use Agreement to the nearest public street.

5. **Amendments/Assignment.** This Agreement may only be changed in a writing signed by the party against whom enforcement is to be charged. This Agreement may not be pledged, assigned or hypothecated by MOVE to any third party.

6. **Release of Claims.** For the consideration extended by the City herein, MOVE hereby waives and releases all claims or right to receive compensation under the Uniform Relocation Assistance Act and the City's Relocation Plan. MOVE also hereby remises, releases and forever discharges, and by these presents does for itself, its officers, directors, members, administrators, successors and assigns, remise, release and forever discharge the said City, its agents, servants, employees, officers, elected and appointed officials, commissioners, agencies, boards and commissions, and their respective heirs, administrators, successors and assigns of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which against the said City, its agents, servants, employees, officers, elected and appointed officials, commissioners, agencies, boards and commissions, and their respective heirs, administrators, successors and assigns ever had, now have or which MOVE and its respective officers, directors, members, administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents, except for MOVE's rights and the City's obligations contained in this Agreement and the Lease, should MOVE meet the preconditions for entry into the Lease set forth in this Agreement. Notwithstanding anything contained in this paragraph or in the Agreement as a whole to the contrary, MOVE's only remedy against the City for breach of this Agreement shall be in a separate cause of action for monetary damages limited to actual damages only or equitable remedies, provided, however, that any equitable remedy sought may not seek the right to continue to occupy the Old Site after the Exit Date, to re-enter the Old Site after the Exit Date, to return possession of the Old Site to MOVE after the Exit Date, and the like, which right to seek only monetary damages or limited equitable remedies as set forth above is accepted by MOVE and deemed to be an election of remedies and its exclusive remedy hereunder.

7. **Entire Agreement.** This Agreement, including the Lease and Use Agreement incorporated by reference as if fully set forth herein, supercedes and replaces all prior written and oral statements, representations and agreements, and together constitute the entire agreement between the parties as to the termination of MOVE's rights to occupy the Old Site and the terms and conditions of MOVE's future occupancy of the Waterview Site.

8. **Confirmation of Authority and Enforceability.** The City may request in connection with the execution of this Agreement and from time to time thereafter in connection with this Agreement, the Lease and the Use Agreement, and MOVE shall be obligated to promptly provide, a legal opinion from its counsel that any warranties, representations or covenants made by MOVE are true, accurate and complete, that a particular action taken or document executed by MOVE was with full legal authority of and is binding upon and enforceable against MOVE, in form and content acceptable to the City in its commercial business judgment reasonably exercised. The form of such authority and enforceability opinion is attached hereto as **Exhibit C.**

Signed in the presence of:

**MOVE, Inc. d/b/a MOVE Yacht Club**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Duly-authorized

Signed in the presence of:

**CITY OF BRIDGEPORT**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Duly-authorized

Incorporated by reference as if fully set forth in this Agreement:

Exhibit A---Lease to Waterview Site

Exhibit B---Use Agreement to Waterview Site

Exhibit C---Form of Legal Authority and Enforceability Opinion

Exhibit D---Billboard Easement Between City and Highland Street Associates

Exhibit E---Tax Stabilization Agreement

Exhibit F---Certified Copies of City Council Resolutions

Exhibit A

LEASE

THIS LEASE made as of this 4th day of October in the year 2010 between **CITY OF BRIDGEPORT**, a municipal government, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessor**"), and **MOVE, INC. d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, with offices located at 67 California Street in the City of Bridgeport, County of Fairfield and State of Connecticut (hereinafter designated as the "**Lessee**").

WITNESSETH:

WHEREAS, the City is the owner of waterfront property at 148-220 Waterview Avenue and is willing to enter into a long-term lease for development and use of the property as a marina and yacht club;

WHEREAS, the City of Bridgeport has entered into that certain 148-220 Waterview Avenue Development Agreement ("**Waterview Development Agreement**") which provides for development and use of 148-220 Waterview Avenue in respect of the termination of MOVE's occupancy and interest in 67 California Street, Bridgeport ("**Old Site**");

WHEREAS, the Lessor and the Lessee agree to end the Lessee's occupancy of Old Site pursuant to Paragraph 2 of the **Waterview Development Agreement** as a precondition to entry into this Lease for property at 148-220 Waterview Avenue, Lessor has determined that Lessee has completely vacated the Old Site under the terms and conditions of the Use Agreement, and has further complied with the terms and conditions of the Waterview Development Agreement and the Stipulated Judgment described therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

1. PREMISES; USE. In consideration of (i) Lessee's vacating the Old Site pursuant to the Waterview Development Agreement no later than the Exit Date described therein, and (ii) the Lessee's performance and observance of the covenants, terms and conditions set forth herein, the Lessor does hereby demise and lease unto the Lessee the real property located at 148-220 Waterview Avenue, in the City of Bridgeport, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**") subject only to the permitted encumbrances of record based upon a title search conducted for the Lessor and set forth on **Schedule B** attached hereto and made a part hereof. Lessee may use the Premises solely and exclusively as a marina and yacht club.

2. TERM. The Lessor grants to the Lessee the right to occupy said Premises in quiet and undisturbed possession for a term of Forty (40) years commencing the first day of the month following Lessee's delivery of possession of the Old Site ("**Commencement Date**") and ending on the first day of the month that occurs forty (40) years after the Commencement Date ("**Term**"), provided, however, that, if the Lessee shall obtain a construction or leasehold mortgage to make improvements to the Premises prior to December 31, 2012 and such mortgage contains a repayment term longer than Forty (40) years, the City agrees to extend the Term so that it is the same as the repayment term of such mortgage but no longer

than Fifty (50) years from the Commencement Date (the "**Extended Term**"). For further explanation of the terms and conditions under which a leasehold mortgage could extend the Term longer than 40 years, see Paragraph 15 hereof.

3. **RENT; NOTICE OF INTENT TO RENEW THE TERM OF THE LEASE.** Lessee agrees to pay to the Lessor as rent for the demised Premises an annual rental as hereinafter set forth, which annual rental shall be paid in equal monthly installments on the first day of each and every month during the Term, in advance, as hereinafter set forth ("**Rent**"). Said Rent shall be payable by the Lessee to the Lessor at the Lessor's address set forth herein, to the attention of the Finance Department, or at such other place as the Lessor shall designate from time to time in writing, as follows:

**For the period commencing on the Commencement Date and ending December 31, 2023,** annual Rent of \$6,000.00, payable monthly in the amount of \$500.00 per month;

**For the period commencing January 1, 2024 and ending December 31, 2028,** annual Rent of \$24,000.00, payable monthly in the amount of \$2,000.00 per month;

**For the period commencing January 1, 2029 and ending December 31, 2038,** annual Rent of \$36,000.00, payable monthly in the amount of \$3,000.00 per month, unless a Qualifying Mortgage results in an Extended Term, in which case annual Rent for the Extended Term shall remain at \$3,000 per month;

**For the period commencing January 1, 2038 and ending October 31, 2051**, the end date of the Term or the Extended Term, whichever period is longer, annual Rent shall be determined on the basis of Fair Market Value determined by a mutually agreed upon qualified appraiser engaged by the Lessor, which annual Rent should be determined on or before July 1, 2037 and set forth in a notice to the Lessee. If the parties are unable to agree to an appraiser by August 1, 2037, either party may submit a request to the Chief Administrative Judge of the Connecticut Superior Court in Bridgeport to select a qualified appraiser and the court's decision shall be final and binding on the parties.

**Thereafter, upon the expiration of the Term, or the Extended Term** if applicable, Rent shall be determined for each subsequent Ten-year (10) period on the basis of Fair Market Value determined by a mutually agreed upon qualified appraiser engaged by the Lessor, which annual Rent should be determined on or before the July 1 prior to the commencement of such 10-year period. . If the parties are unable to agree to an appraiser by August 1 of the same year, either party may submit a request to the Chief Administrative Judge of the Connecticut Superior Court in Bridgeport to select a qualified appraiser and the court's decision shall be final and binding on the parties.

No sooner than 270 days and no later than 180 days prior to the end of the Term, or in the case of an Extended Term no sooner than 270 days and no later than 180 days prior to the end of the Extended Term, whichever dates that are the later to apply under the circumstances, the Lessee must give written notice to the Lessor of its intent to renew the Lease beyond the expiration of the Term, or in the case of an Extended Term its intention to renew the Lease beyond the expiration of the Extended Term. Failure to give notice of intent to renew the Lease at the time and in the manner required herein will be deemed to be the Lessee's election not to renew the Lease, whereupon the Lease will cease, terminate and come to an end at the expiration of the Term or the Extended Term, as applicable, and the parties shall have no further obligation to each other except for those obligations set forth herein that are specifically stated to survive the expiration or early termination of the Lease.

4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the term to deliver the Premises to the Lessor in good order and condition, reasonable wear and tear excepted.

5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING.** The Lessee shall not assign, sublet, mortgage or pledge this Lease, nor rent or allow the whole or any part of the Premises to be occupied by

another organization or entity without the Lessor's prior written consent, which consent may be withheld in the Lessor's sole and absolute discretion. Nor shall the Lessee permit the Premises to be occupied for any business, purpose or activity deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the leased Premises which will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts or omissions of the Lessee, there shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice to the Lessor, shall not relieve the Lessee herein from the prohibitions against such transfer hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this Lease on account of such illegal or prohibited assignment, subletting or transfer of Lessee's interest in this Lease or interest in the Premises. Notwithstanding anything contained in this paragraph to the contrary, the Lessee shall be permitted to reorganize its legal structure or expand its membership so long as such action is not an attempt to avoid the prohibition against assignment or subletting by artifice, subterfuge or pretext in the determination of the Lessor exercising its prudent commercial business judgment reasonably exercised.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and local governments and all of their departments applicable to the Premises herein leased, and shall comply promptly with the requirements of the Board of Fire Underwriters.

7. INSURANCE AND INDEMNIFICATION.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "Indemnitor"), agrees to indemnify, save and hold the Lessor, its elected and appointed officials, department heads, employees, subcontractors, consultants and agents (the "Indemnitee") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The following insurance coverage is required of the Lessee and it is understood that the Lessee will require other coverage from every contractor in any tier according to the work being performed at the Premises and shall ensure that all insurance coverage is issued and in force and submitted to the Lessor in accordance with the terms hereof. The following insurance must be provided in accordance with the following terms:

**Coverage Required.** The Lessee shall procure, present evidence of, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the Lessor and shall provide an original certificate for all required insurance on the Commencement Date and on every January 1<sup>st</sup> thereafter during the Term.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen from use of the Premises or activities occurring thereon under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, and property damage, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile, as to vehicles owned or leased by the Lessee, insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles by the Lessee. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(c) **General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Lessee shall be obligated to provide and the Lessor shall be entitled to receive from all insurance carriers an unequivocal agreement to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Lessor at the following address: Office of Planning and Economic Development, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Lessor and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Lessor prior to occupying the Premises and periodically during its occupancy as required by this Agreement.

Additional insured—The Lessee is obligated to ensure that the Lessor shall be named, at no cost to the Lessor, on all policies of primary and excess insurance coverages as additional insured party, except as to workers' compensation coverage, and as loss payee with respect to any damage to property of the Lessor, as its interest may appear. The Lessee shall submit to the Lessor upon commencement of this Agreement and periodically thereafter as required herein, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The Lessor shall be designated on such certificates as follows:

"The City of Bridgeport, ATIMA  
Attention: Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604"

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure in furtherance, protection or enforcement of the Lessor's rights under this Lease to preserve the Lessor's interest in the Premises for which the Lessee is responsible under this Agreement, or which the Lessee should make, then the amount thereof, together with interest and costs, may at the Lessor's election, be added to and be deemed a part of the installment of Rent next falling due.

9. ADDITIONS AND IMPROVEMENTS. The Lessee may not make any structural alterations or additions to the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed. All alterations, additions and improvements (except trade fixtures) put in at the expense of the Lessee, shall be the property of the Lessee and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease. Lessee may not use or develop the Premises for anything except a private yacht club.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof upon reasonable prior notice at all times during normal business hours to examine the same, or at any time without prior notice in the case of emergencies, and the Lessee shall not be entitled to any abatement or reduction of Rent so long as the Lessor's entry is only as long as necessary to address such emergency. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under this Paragraph 10, the Lessor agrees that it will not unreasonably interfere with the Lessee's use of the Premises.
11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as approved under applicable zoning ordinances.
12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part by the Lessor, then the Term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.
13. WAIVER OF BREACH. No waiver at any time of the right to terminate this Lease shall impair the right of the Lessor thereafter to exercise such right of termination, nor shall the acceptance of Rent at any time constitute such waiver or rights, a waiver of damages, or an election of remedies with respect to a subsequent event giving rise to a breach by Lessee hereunder, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.
14. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all Rents and other sums agreed to be paid by the Lessee herein, should the Lessee herein be in default of any payment of Rent or other monetary obligation arising under this Lease.
15. MORTGAGES. This Lease and any improvements to the Premises may be encumbered by a first leasehold mortgage securing a mortgage to the Lessee obtained from a bona fide institutional lender, provided, however, that the duration of any mortgage lien against the Lessee's leasehold interest shall not be repayable or mature beyond the Term. If the Lessee obtains such a mortgage on or before December 31, 2012 ("**Qualifying Mortgage**"), the repayment period or maturity of such Qualifying Mortgage or the lien securing the same may extend the date of the Term if the repayment period exceeds the expiration date of the Term, but in no event under such circumstances shall the Term exceed Fifty (50) years after the Commencement Date. The Lessee shall submit to the Lessor upon obtaining a commitment to any mortgage sought to be secured by a lien upon the Lessee's leasehold interest in the Premises all documentation that Lessor desires or requires to evidence such mortgage. The Term of this Lease may only be extended upon the Lessee's satisfaction, in the exercise of its commercial business judgment, reasonably exercised, that the mortgage constitutes a Qualifying Mortgage. After Lessee has submitted all required information sought by the Lessor, and the Lessor has determined in its reasonable judgment that the Qualifying Mortgage requires an extension of the Term, the Lessor will send a notice to the Lessee (the "**Term Extension Letter**") confirming that the Term has been extended by a Qualifying Mortgage and the date to which it has been extended, which date may not be longer than Fifty (50) years after the Commencement Date ("**Extended Term**").
16. MODIFICATION. No provisions of this Lease shall be waived or altered except by written modification signed by the Lessor and the Lessee.
17. NUISANCES. The business of the Lessee and its use and occupancy of the Premises will be conducted in such a manner so as not to create any nuisance, public health, environmental or public safety violation.

18. FIRE CLAUSE. In the event that the Premises leased shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the Lessee shall determine if the Premises shall be repaired, however, in no event shall the Rent accruing to the Lessor cease; in the event that a part of the Premises are so damaged as to make a part thereof untenable, the Rent shall not cease; in the event that the damage should be so extensive as to render a substantial portion of the Premises untenable, upon written notice to the Lessor, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Lease shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date that such damage or loss to the Premises occurred that are specifically stated to survive early termination of the Lease.

19. DEFAULTS; REMEDIES. In the event that any of the following events occur (each, an "Event of Default"), the Lessee shall have thirty (30) days from the date of notice from the Lessor to cure such default ("Cure Period") or, if due to the nature of the default it cannot be cured within the Cure Period in spite of the Lessee's best efforts and due diligence, the Lessor reserves the right, in the exercise of its prudent business judgment reasonably exercised, to extend the Cure Period for such additional period of time no longer than six (6) additional months following the Cure Period to permit the Lessee to cure such default on terms and conditions satisfactory to the Lessor. Events of Default include:

- (a) Non-payment of Rent;
- (b) Violation or failure to perform or observe any of the covenants, conditions or provisions herein contained on the part of the Lessee to be performed;
- (c) Abandonment of the Premises or allowing them to become or remain vacant for a continuous period longer than six (6) months;
- (d) Declaration of bankruptcy or insolvency or admission that Lessee cannot meet its debts as they come due;

Upon the occurrence of an Event of Default that has not been cured at the expiration of the applicable Cure Period, this Lease shall cease and terminate, whereupon the parties shall have no further obligations to each other except for those obligations arising prior to the occurrence of an Event of Default. Upon the termination of the Lease after an Event of Default that has not been cured, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings or by force or otherwise without being liable for prosecution therefor, take possession of said Premises and remove all persons and property therefrom. If the Lessor shall elect, Lessor may re-let the Premises and receive the Rent therefor without seeking any deficiency from the Lessee of its obligations for Rent hereunder. Suit or suits for the recovery of damages or Rent may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date on which the Term of this Lease would have expired by limitation had there been no such default by the Lessee.

20. RULES AND REGULATIONS. The Lessor shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the Premises and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor.

21. QUIET POSSESSION. The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

22. BINDING UPON PARTIES, ETC. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

23. HOLDING OVER. No holding over and continuing any business by the Lessee after the expiration of the term herein shall be considered as or to be a renewal of this lease. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this lease, and Rent is accepted from said Lessee, such occupancy and payment shall be construed as an extension of this lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend this lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

24. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent or other defect in the demised Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes or from any other cause whatsoever. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

25. LESSOR OBLIGATIONS. The Lessor undertakes to assist the Lessee in applying for necessary permits for the use of the Premises as a private yacht club by having the Lessor's professional engineer advise the Lessee concerning engineering requirements, permit requirements and the like, and will support the Lessee's applications for such permits. The Lessor's professional engineer will perform such services at no cost to the Lessee. The Lessee is obligated to engage all other necessary architectural, engineering and legal professionals that Lessee deems necessary to obtain all required permits and approvals and shall absorb the cost of preparing permit applications, paying required permit fees, preparing required analyses and studies and other requirements established by the permit-granting agencies having jurisdiction.

26. LESSEE OBLIGATIONS. Except as to those obligations of the Lessor set forth in the Waterview Development Agreement executed by the parties hereto, the Lessee shall be responsible, at its sole cost and expense, for other pre-construction site preparation and the construction of all improvements to the Premises and for all other expenses related to the improvements to be made or resulting from the Lessee's use and occupancy of the Premises during the Term, including but not limited to the following:

- (a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;
- (b) Electricity, gas, telephone, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;
- (e) Casualty, boiler, rent and liability insurance and sprinkler leakage insurance;
- (f) All personal property taxes and assessments levied against the Lessee's improvements, personal property and its leasehold interest in the Premises in accordance with applicable tax law;
- (g) All costs for construction, structural and non-structural repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and
- (h) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

Lessee is obligated to give the Lessor prior notice of all improvements that the Lessee intends to make to the Premises during the Term having a value in excess of \$25,000, and shall provide such information that the Lessor may require or desire in connection therewith.

27. ABANDONMENT OF PERSONAL PROPERTY. Lessor shall not be responsible or liable for loss in any event from any of the property of the Lessee brought into the demised Premises or left therein by the Lessee upon the termination of this lease. All personal property (including trade fixtures) left in the demised Premises, upon removal of the Lessee during or at the end of the term shall be considered as abandoned by Lessee and may be disposed of by Lessor as it sees fit.

28. DISPUTE RESOLUTION. The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure as a precondition to resort to the courts: In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Director, Office of Planning and Economic Development ("**Director**"), In care of the City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) business days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within seven (7) business days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

29. NOTICE. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, except for Lessor's desire to have access to the Premises for inspection or in case of emergency which shall not require written notice, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the Lessee at the Premises or to the City at its address listed in this Lease or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited in any United States Post Office.

30. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. Lessor and Lessee each hereby consent to the jurisdiction of the Superior Court for the State of Connecticut for the purposes of any action between them arising out of this lease and further consent to service of process in the manner provided for the giving of notice provided for herein.

31. ENTIRE AGREEMENT. The Lessee's obligations under the Waterview Development Agreement and the Use Agreement have been satisfied as a pre-condition to entering into this Lease. This Lease, upon its execution, contains the entire agreement remaining between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no affect in interpreting this Agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. PARAGRAPH HEADINGS. The paragraph headings appearing in this Lease are intended only for the convenience of reference, and are not to be considered in construing this instrument.

33. ENVIRONMENTAL PROVISIONS. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances during the Lessee's use or occupancy of the Premises caused or alleged to be caused by the Lessee, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;
- (b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;
- (d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;
- (e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Term or the earlier termination of the Agreement and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and permitted assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

#### Definitions

(i) "Lessee" means the occupant of the Premises or any part thereof and its successors and permitted assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the

protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the real property described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

The known environmental assessment for the Premises is attached hereto and made a part hereof as **Schedule C**.

34. ACCESS TO EXISTING BILLBOARD. The Lessee understands that there exists a billboard ("**Billboard**") on the Premises that is permitted under the terms of and governed by an Easement between the Lessor and Highland Street Associates ("**Easement**"). The Lessee understands and agrees that the Lessee must observe the terms of the Easement which is attached hereto and incorporated herein as **Schedule C**. Lessee shall not interfere with the rights of the parties contained in the Easement and agrees to indemnify and hold harmless the Lessor from and against any and all loss, claim, damage or expense, including costs, expenses and reasonable attorneys' fees incurred as a result of the Lessee's interference with or violation of the rights contained in the Easement.

35. MISCELLANEOUS

- (a) Nondiscrimination. The Lessee 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 the public, and in any of its other business operations (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.
- (b) Singular, Plural, Gender, etc. Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.
- (c) Independent Contract. This Lease is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Lease, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.
- (d) No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.
- (e) Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.
- (f) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.
- (g) Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- (h) Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Connecticut and the United States of America. The venue for any method of dispute resolution provided herein shall be commenced and resolved in Fairfield County, Connecticut.
- (i) Entire Agreement. Each party acknowledges that there are no oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to this Agreement, are merged in this instrument, the documents or other materials referenced herein which together fully and completely express the parties' rights and obligations.
- (j) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(k) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(l) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(m) City Council Approval of Agreement Required. This Agreement shall not become effective until the Lessor verifies that the Lessee has met all of its obligations under the Waterview Development Agreement and the Use Agreement, the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and a fully-executed original thereof is delivered to the Lessee.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the day and year first above written.

Signed, Sealed and Delivered

**CITY OF BRIDGEPORT**

In the Presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

**MOVE, INC., d/b/a MOVE Yacht Club**

In the Presence of:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Duly-authorized

\_\_\_\_\_

**Schedule A to Lease**

**Description of the Demised Premises**

**148-220 Waterview Avenue**

**To be completed to mutual satisfaction of parties based upon results of current title search**

**Schedule B to Lease**

**Permitted Encumbrances**

**To be completed to mutual satisfaction of parties based upon results of current title search**

**Schedule C to Lease**

**Easement Between Lessor and Highland Street Associates**

**Schedule D to Lease**

**Environmental Assessment**

## Exhibit B

### USE AGREEMENT

THIS AGREEMENT made as of the 4<sup>th</sup> day of October, 2010 by and between the **City of Bridgeport**, 45 Lyon Terrace, Bridgeport, Connecticut ("**City**" or "**Licensors**") and **MOVE, Inc. d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, having a principal place of business at 67 California Street, Bridgeport, CT ("**Licensee**"; the term Licensee shall also include representatives, agents, employees, contractors, occupants and tenants, as applicable).

WHEREAS the Licensors has agreed to permit the Licensee to have access to the Premises (described below) for purposes of preparing the Premises for the Licensee's future use and occupancy, including the storage of the boats and equipment of the Licensee's members and Licensee has agreed to limit its activities to such preparation of that certain real property commonly known as 148-220 Waterview Avenue, Bridgeport, Connecticut ("Premises") pursuant to the terms and conditions of that certain 148-220 Waterview Avenue Development Agreement incorporated by reference as if fully set forth herein;

WHEREAS the Licensors has agreed to allow the Licensee, its representatives, agents and contractors a non-exclusive license to enter upon the Premises, secure the same, and conduct planning, investigation and other types of due diligence activities, as well as the right to move its boats and equipment to the Premises at the sole cost, expense and liability of the Licensee, on the terms and conditions set forth herein;

NOW, THEREFORE, the Licensors and the Licensee mutually agree as follows:

1. **Right of Entry.** The Licensee, its consultants, contractors and agents may enter upon the Premises by vehicles and on foot pursuant to the terms and conditions of the Waterview Development Agreement and this Use Agreement (together, the "Agreement"), which is incorporated by reference as if fully set forth herein. This right of entry constitutes a license to enter upon the Premises at the Licensee's sole risk and liability for the purposes set forth herein.

2. **Use of Premises.** The Licensee may enter upon the Premises for the purpose of conducting investigations, analyses and other activities, and may move its boats and equipment to the Premises in anticipation of permanent occupancy thereof after the Bridgeport City Council approves a long-term lease of the Premises to the Licensee. The use of the Premises shall at all times be in compliance with all laws, rules and regulations of municipal, state and federal governments. At the time of Licensee's occupancy of the Premises pursuant to this agreement, it shall comply with all laws related to its entry upon and activities at the Premises, including but not limited to contacting the Call-Before-You-Dig program as to utility locations and any state or municipal agencies and authorities having jurisdiction over the Premises, the activities to be conducted, etc.

3. **Indemnification and Insurance.** A. **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from entry upon and activities of the Licensee at the Premises, or occupancy or holding over after the Licensee no longer has a right to have access to the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, property damage regardless of cause, except that the Licensee shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

**B. Insurance requirements:** The following insurance coverage is required to be produced to the City and maintained by the Licensee at its own expense. It is further understood that the Licensee shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto the Premises on behalf of the Licensee. All non-standard endorsements and provisions shall be disclosed in advance in writing to the City, which may be rejected. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of this agreement without interruption and for one year after the Licensee's last activity at the Premises, the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15, or coverage otherwise acceptable to the City. The Licensee will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, submitted to and approved by the City.

**Comprehensive General Liability** (occurrence form) naming the City as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be removed. The Licensee or its agent shall inform the City in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

**Comprehensive Automobile Liability** insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as an additional insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Workers' Compensation** insuring in accordance with statutory requirements including voluntary compensation, broad form all states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

**Owner's Protective Liability** to the extent the work under the contract is subcontracted to others, the Licensee will purchase and maintain such insurance naming the Licensor as additional insured.

**Property Damage** insuring against direct damage loss to buildings, structures or improvements covering the interest of the City, the Licensee, its contractors and subcontractors and parties having an interest therein. The City shall be named as loss payee as its interests may appear.

**General Requirements.** All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form authorized by and executed with the original signature or original stamp of the insurer

or a properly-authorized agent or representative reflecting all coverage required and delivered to the City prior to any work or other activity commencing under this agreement.

**Additional insured**—The Licensee shall ensure that the Licensee and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the City as loss payee with respect to any damage to property of the City, as its interests may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A + 15 financial ratings, or coverage otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA  
Attention: Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604

The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the contractor's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the review and satisfaction of the City.

**4. Remedies For Default.** If, after the Licensee has entered the Premises pursuant to the license granted by this agreement, the Licensee fails for any reason to comply with this agreement, fails to restore the premises to its original condition prior to the Licensee's entry thereon, fails to remove its boats, equipment or the equipment of others from the Premises within ten (10) days of request but in any event no later than thirty (30) days after written notice from the Licensor, the Licensee shall be liable for liquidated damages in the amount of \$500 for each and every day that the Licensee continues to be in default and fails to cure each such default because the parties agree that it is difficult to calculate the losses that the Licensor will suffer as a result thereof, and Licensee shall also be responsible to pay the Licensee all costs and expenses, including reasonable attorneys' fees, incurred by the Licensor in removing the Licensee from the Premises.

**5. Condition of Premises.** The Licensee shall not permit or allow any deterioration or waste to be committed at the Premises, and shall correct any condition or defect that might lower the value or utility of the Premises. If Licensee does not enter into a lease of the Premises in accordance with the agreement, the Licensee shall return the Premises to at least the same condition in which the Premises was found when the Licensee commenced its entry pursuant to this agreement. If Licensee shall not remove itself from the Premises in accordance with this agreement, title to all installations and improvements, if any, made by the Licensee to the Premises, upon installation thereof, shall become the sole property of the Licensor unless otherwise stated herein. The Licensor prohibits and the Licensee shall not permit any mortgage or tax lien, mechanic's lien, charge, or encumbrance to be placed upon the Premises in connection with, or during its occupancy of the Premises under this agreement.

6. **Miscellaneous.** All disputes between the parties, if they cannot be resolved by mutual agreement, shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut..

**LICENSOR**

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

**LICENSEE**

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

Exhibit C

Form of Legal Opinion

Date

Addressee

Re:

Dear Sir or Madam:

The undersigned, as counsel to \_\_\_\_\_, a \_\_\_\_\_ organized under the Laws of the State of \_\_\_\_\_, has been asked to render a legal opinion in connection with \_\_\_\_\_ more particularly described in \_\_\_\_\_ (the "[transaction]").

In connection with rendering the opinions expressed herein, we have examined certified copies of the proceedings of \_\_\_\_\_, in particular, that certain resolution \_\_\_\_\_, and other proofs submitted to us relative to the [transaction] to, together with such other documents and things as we have deemed necessary in connection therewith. We have also examined such certificates of public officials, corporate documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinions herein expressed, including \_\_\_\_\_, an original of which is attached.

In connection with rendering the opinions expressed herein, we have also examined such laws as we have deemed necessary for the purposes hereof and have relied upon letters and other documents and information contained in municipal public records, and issued or provided to us by municipal public officials or staff employees of municipal public agencies and authorities of \_\_\_\_\_.

We have also examined original documents, or certified copies of original documents or copies otherwise authenticated to our satisfaction, of such other documents as we have deemed necessary or advisable in order to furnish the opinions expressed herein, and we assume the authenticity of each. We further assume that any statute, rule, regulation or ordinance upon which we rely has been enacted by an official legislative entity, and that each is constitutional and valid. Similarly, we assume that any such statute rule, regulation or ordinance, if issued by a governmental authority pursuant to statutory authority granted thereto, has been validly promulgated and is enforceable.

Except for documents executed by officials of \_\_\_\_\_, we assume the genuineness of all signatures on documents obtained by, presented to or otherwise relied upon by us, the authority of the parties to enter into such documents, and the absence of facts and circumstances which would make such documents illegal or unenforceable.

We assume that neither the participants to this transaction, their respective counsel and agents (other than ourselves), nor any governmental agency or authority (other than \_\_\_\_\_) possess any current actual knowledge, or have any reason to believe, that any of the facts upon which our opinion is based, or that the opinions rendered by us herein, are incomplete, incorrect or misleading.

We express no opinion with respect to the effect of any law other than the laws of the State of Connecticut.

Based upon the foregoing and after reasonable investigation, I am of the following opinion:

1. \_\_\_\_\_ is a \_\_\_\_\_ duly-organized and validly existing and in good standing under the laws of the State of \_\_\_\_\_.

2. \_\_\_\_\_ has the power and authority to execute, deliver and carry out the terms of the \_\_\_\_\_ executed in connection with the [transaction]. The \_\_\_\_\_ has taken all necessary municipal corporate action to authorize the execution, delivery and performance of such documents. The \_\_\_\_\_ of \_\_\_\_\_ is the individual duly-authorized to execute the aforesaid documents on behalf of \_\_\_\_\_.

3. The execution and delivery of the [transaction] documents and compliance with the terms thereof do not violate any provision of any existing law or regulation, or any writ or decree of any court or governmental instrumentality, or any agreement, trust or instrument known to us to which \_\_\_\_\_ is bound or which is binding upon its assets. Further, that the execution and delivery of such documents will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the assets of \_\_\_\_\_. No consent of any other party, and no consent, license, approval or authorization of, or registration or declaration with, any governmental agency or authority is required in connection with the execution, delivery, performance, validity and enforceability of the [transaction] documents.

4. The [transaction] documents constitute legal, valid and binding obligations enforceable against \_\_\_\_\_ in accordance with their respective terms.

5. To the best of our knowledge, based upon reasonable inquiry, there is no litigation pending or threatened against \_\_\_\_\_, or any other contingent liability, which would materially and adversely change the financial condition of \_\_\_\_\_ or its ability to perform its obligations under the conveyance documents.

Very truly yours,

**[LAW FIRM]**

By: \_\_\_\_\_

Encls.

**Exhibit D**

**Easement Between City and Highland Street Associates**

**Exhibit E**

**Certified City Council Resolutions**

**To be attached upon action of Council approving Lease**



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

Donald C. Eversley  
Director

COMM#165-09 Referred to ECD&E Committee on 11/15/2010

November 10, 2010

City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: 148-220 Waterview Avenue – M.O.V.E. Yacht Club  
Tax Assessment Phase-In Agreement

Dear City Clerk:

Please find attached a resolution seeking City Council authorization to enter into an Agreement to Phase-In the Tax Assessment for the Redevelopment of 148-220 Waterview Avenue as the new home of the M.O.V.E. Yacht Club. This item is for referral please to the Economic and Community Development and Environment Committee. Thank you.

Sincerely,

Donald Eversley  
Director

C: Mayor Finch  
Andrew Nunn, CAO

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 NOV 10 P 4:55

**A Resolution by the Bridgeport City Council  
Regarding An Agreement to  
Fix the Assessment at 148-220 Waterview Avenue**

WHEREAS, the City desires to promote development of the Bridgeport waterfront, increase boating opportunities and encourage recreational boating facilities;

WHEREAS, M.O.V.E. Yacht Club has occupied City-owned property at 67 California Street under a lease for many years and operated a yacht club on that site;

WHEREAS, both the City and M.O.V.E. Yacht Club desire to relocate M.O.V.E. to another location so that the California Street site may be demolished and prepared for area-wide redevelopment of the Steel Point peninsula;

WHEREAS, the City is the owner of vacant and blighted waterfront property at 148-220 Waterview Avenue and is willing to enter into a long-term lease for development and use of the Waterview Avenue site as a marina and yacht club;

WHEREAS, the lease of the Waterview Avenue site will generate tax revenue from a previously unproductive property and have a substantial and positive impact on Waterview Avenue;

WHEREAS, in light of the above, M.O.V.E. Yacht Club has requested the City's consideration of an agreement for the fixing of the assessment of its improvements at 148-220 Waterview Avenue in order to phase-in its increased operating expenses; and

WHEREAS, Section 12-65b of the Connecticut General Statutes allows for the City to enter into such an agreement;

NOW, THEREFORE BE IT RESOLVED, The Mayor and/or the Director of the Office of Planning and Economic Development are authorized to negotiate and execute an agreement for the fixing of the assessment with M.O.V.E. Yacht Club in a manner consistent with this resolution.

FURTHER BE IT RESOLVED,

1. With respect to the M.O.V.E. Yacht Club's real property tax obligations at 148-220 Waterview Avenue, the assessment on Buildings shall commence and be fixed at \$30 per sq ft for the grand list of Oct 2011, at \$40 per sq ft for the grand list of Oct 2012 and Oct 2013, and \$55 per sq ft for the grand list of Oct 2014 and Oct 2015. The assessment on any Minor Improvements (including but not limited to ramps, piers, docks and other exterior improvements) on the site shall be fixed at \$0 per square foot for 5 years (grand list 2011 to 2015).
2. This agreement shall not be effective beyond the grand list of October 2015.

**\*149-09 Consent Calendar**

Agreement with Vector-US, Inc to provide General Aviation Billing, Servicing and Collecting Services for the City.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: November 15, 2010**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# 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:

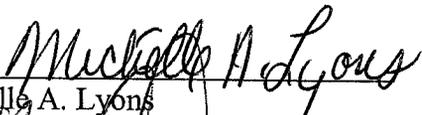
**\*149-09 Consent Calendar**

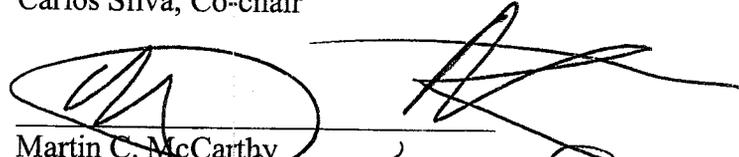
**RESOLVED**, That the attached Agreement between the City of Bridgeport and Vector-US, Inc, to provide General Aviation Billing, Servicing and Collecting Services for the City, be and it hereby is, in all respects, approved, ratified and confirmed.

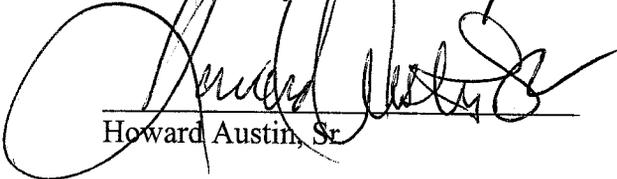
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Carlos Silva, Co-chair

  
\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Martin C. McCarthy

  
\_\_\_\_\_  
Howard Austin, Sr.

  
\_\_\_\_\_  
Robert P. Curwen, Sr.

\_\_\_\_\_  
James Holloway

**AGREEMENT BETWEEN THE  
CITY OF BRIDGEPORT  
AND  
VECTOR-US, INC.**

AGREEMENT entered into this \_\_\_\_ day of May, 2010 by and between the CITY OF BRIDGEPORT, a body politic and corporation (hereinafter the "CITY"), and VECTOR-US, INC., located at 4200 Lafayette Center Drive, Suite N, Chantilly, VA 20151 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY did conduct due diligence to identify a full-service landing fee billing, servicing and collecting service as described in Exhibit A (hereinafter the "SERVICES"), and

WHEREAS, the CITY has found no other vendor capable of providing such SERVICES, and

WHEREAS, the CITY has the authority to enter into an agreement for such SERVICES; and

WHEREAS, VECTOR represents that it is experienced and has the capability to perform such SERVICES;

WHEREAS, after due consideration, the CITY accepts the proposal of the CONTRACTOR to provide such SERVICES;

NOW, THEREFORE, in consideration of mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish all materials, supplies, equipment and labor and shall perform all the work required to provide General Aviation Billing, Servicing and Collecting Services for the CITY, in accordance with the SERVICES described in Exhibit A.

The restatement of any of the terms contained in Exhibit A shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. CONTRACTOR accepts the relationship of trust and confidence between itself and the CITY by this Agreement and agrees to perform the SERVICES hereunder in a competent, professional, economical and diligent manner consistent with the best interests of the CITY. CONTRACTOR shall be fully responsible for the accuracy and sufficiency of all services furnished under this Agreement, and shall, without additional cost or fee to CITY, correct or revise any errors or deficiencies in its performance.

3. The relationship of the CONTRACTOR to CITY shall be that of an independent contractor. No principal-agent or employer-employee relationship is contemplated or authorized by the parties to this Agreement. CONTRACTOR's personnel shall not be deemed, nor shall they hold themselves out as, employees of CITY for any purpose whatsoever, nor shall such personnel have any contractual relationship with CITY by virtue of this agreement.
4. CONTRACTOR shall not assign, convey, transfer, delegate or otherwise dispose of this Agreement without the prior written consent of the CITY.
5. This document shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
6. The Airport Manager at Igor I Sikorsky Memorial Airport (hereinafter "AIRPORT MANAGER"), or his or her authorized representative, shall act as CITY's representative in all dealings with CONTRACTOR, unless otherwise noted in this Agreement.
7. Prior to the execution of this Agreement, CONTRACTOR shall procure and maintain Liability Insurance coverage in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, naming CITY as additional insured thereon, and shall also procure Worker's Compensation Insurance coverage. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage.
8. To the fullest extent possible by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but, not limited to, the costs of defenses and attorney's fees arising out of or resulting from the performance of the Agreement, provided that such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
9. The term of this AGREEMENT shall be July 1, 2010 through June 30, 2014. At CITY's option, this Agreement may be extended for two additional two year periods.
10. For the performance of all terms and conditions of this Agreement, CITY shall pay CONTRACTOR the following fees:
  - a. A billing, servicing and collecting fee of twenty-eight percent (28%) of the amount collected and deposited by the CONTRACTOR to the CITY's account.

- b. One thousand dollars per month (\$1,000) for Vector system operations and maintenance. CONTRACTOR will maintain and repair all communications and airfield imaging equipment installed at Igor I Sikorsky Memorial Airport (hereinafter "AIRPORT"), as well as operate and maintain data center services necessary to conduct SERVICES.
  - c. [TBD] dollars per month (\$\_\_\_\_\_) for use of CONTRACTOR airfield imaging system equipment installed at AIRPORT.
  - d. At any time during the term of this Agreement, CITY may purchase the airfield imaging system at a prorated price computed as follows: upfront purchase price of \$\_\_\_\_\_ multiplied times a simple interest rate of fifteen percent (15%) minus sum total of equipment use payments made to-date under this section of the Agreement. For example, if the City elects to purchase the system after the 15<sup>th</sup> month of the Agreement, the purchase price would be calculated as follows :  
  
$$([\text{upfront purchase price}] \times 1.15) - (15 \times \$[\text{monthly payment}]) = \text{prorated purchase price.}$$
  - e. Should the CITY increase its General Aviation aircraft landing fees at the AIRPORT to a fee greater than or equal to \$2.00 per thousand pounds of maximum gross landing weight as published by the aircraft manufacturer, within 12 months of the effective date of this Agreement, CONTRACTOR will consider reducing the billing, servicing and collecting fee described in 10(a).
11. Each month of the Agreement, CONTRACTOR will provide AIRPORT MANAGER with a Deposit Detail Report, which includes a report generated by the 3rd party lockbox provider detailing monthly activity for the lockbox used to securely collect AIRPORT landing fee payments. On approval of the CITY or AIRPORT MANAGER, disbursements will be initiated by Electronic Funds Transfer (EFT) at the same time and as follows:
- a. From the AIRPORT lockbox to CONTRACTOR account, an amount equal to the fees detailed in sections 10(a), 10(b) and 10(c), above.
  - b. From the AIRPORT lockbox to CITY's account, all funds in the lockbox equal to the collections for the month minus CONTRACTOR fees detailed in sections 10(a), 10(b) and 10(c), above.
12. CITY agrees to ensure approval of Deposit Detail Report described in section 11 within two (2) business days of receipt from CONTRACTOR.

13. All software and files operated and stored in support of this Agreement shall remain the property of VECTOR and is licensed to the CITY pursuant to this Agreement for the AIRPORT's use. All equipment installed and operated in support of this agreement shall remain the property of VECTOR, notwithstanding the purchase of equipment as described in section 10(d). CITY reserves the right to examine documents and files upon reasonable request to CONTRACTOR.
14. The CONTRACTOR shall perform SERVICES to the satisfaction of the responsible CITY official and AIRPORT MANAGER who will have the right of inspection at all times.
15. If CONTRACTOR fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any covenant of the Agreement, CITY shall have the right to terminate this Agreement by giving written notice of termination, specifying the effective date thereto, to CONTRACTOR, but such notice shall be at least thirty (30) calendar days in advance. CONTRACTOR shall be entitled to receive just and equitable compensation, not to exceed the fees specified in the agreement for any satisfactory work completed hereunder.
16. CITY may terminate this Agreement at any time by written notice to CONTRACTOR, provided said notice is given at least thirty (30) calendar days before the effective date of said notice. CONTRACTOR shall be compensated for all SERVICES performed and reimbursable expenses incurred in performance of SERVICES hereunder prior to the effective date of said notice, including travel, labor and other expenses incurred to remove equipment from AIRPORT. CITY will pay CONTRACTOR the fee in 10(a) on all monies received within ninety (90) days after termination under this section.
17. No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement shall be waived except by written agreement of the parties, and forbearance or indulgence in any form or manner including, but not limited to, failure or waiver of enforcement by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty or obligation; and notwithstanding any such forbearance or indulgence, the party shall have the right to invoke any remedy available under this Agreement or under law or equity.,
18. The CITY and AIRPORT shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Agreement, CITY shall bear all costs incident to compliance with the following:
  - a. Subject to AIRPORT Security clearances, provide access for CONTRACTOR staff and subcontractors to the AIRPORT airfield and facilities on a scheduled basis to install, remove, maintain or otherwise service equipment as necessary. If enhanced security

requirements prevent CONTRACTOR from accessing the airfield for any reason, AIRPORT shall provide an escort or otherwise assist CONTRACTOR in performing work required to maintain or remove CONTRACTOR equipment.

- b. Work in conjunction with CONTRACTOR to determine the best locations for CONTRACTOR equipment that optimize CONTRACTOR system functionality and minimize any interference with AIRPORT day-to-day operations.
- c. Provide power to all CONTRACTOR devices (including airfield imaging units and the airport on-site server, and other devices required to perform under this Agreement) (unless solar power is used to power on-airfield imaging units). The AIRPORT shall be responsible for providing power from an on-field power source to each CONTRACTOR airfield imaging unit location into an above ground, weather-proof junction box with a weather-resistant electrical outlet. CONTRACTOR will connect each system to the power source. The power source (i.e., taxiway lights) must have power-on for a total of at least 4 hours every 24 hours in order for VECTOR equipment to maintain sufficient back-up power levels.
- d. Provide CONTRACTOR with access to high-speed internet connection port (approximately 1.5 mbps or higher) near the site of the CONTRACTOR Airport Network Server Cabinet with full, unrestricted internet access. CONTRACTOR uses secure FTP, HTTPS, and 3rd party connection software such as LogMeIn to remotely communicate with, monitor, and adjust equipment at the Airport. In some cases, a separate line such as DSL or Cable Modem (usually \$60-\$80/mo) will need to be installed by the AIRPORT to avoid the restrictions usually imposed by the AIRPORT or CITY network security protocols.
- e. Provide a secure space (such as a locked closet, or telecom room) for the Internet link demarcation and for CONTRACTOR to install an onsite data collection server. This space should have access to standard 110v power and standard office HVAC services.
- f. Provide CONTRACTOR, in a timely fashion, with all aircraft registration numbers on specific aircraft that are exempt from AIRPORT landing fees (based aircraft). The airport shall provide Vector with monthly updates to this exemption list, or as it changes, in order to avoid billing these aircraft. For Signatory Aircraft Operators, the AIRPORT should provide CONTRACTOR with enough information (such as name, address, call-sign) to avoid billing these commercial operators as GA traffic.
- g. Provide data to CONTRACTOR:

- Any previous aircraft activity reports including tail numbers,
  - Any existing operator contact information
  - Airport drawings including plans for any airport construction or changes that might affect Vector's equipment locations or Vector's ability to provide its service
  - Any other plans, documentation, or data that might be required by Vector to provide its service (i.e., environmental surveys that would impact equipment location)
- b. Take reasonable care around Vector equipment installed to avoid damage or service interruption (i.e., while cutting grass, plowing snow, construction). THE AIRPORT shall assume all liability for equipment damage caused by AIRPORT staff, subcontractors, tenants, or operators on the airfield.
- c. Give prompt written notice to CONTRACTOR whenever THE AIRPORT becomes aware of any information that affects the scope or timing of CONTRACTOR'S SERVICES, or any problem with CONTRACTOR SERVICES; and
- d. Obtain, on behalf of CONTRACTOR, access to all public and private property as necessary for the performance of the work to be undertaken by CONTRACTOR pursuant to the SERVICES.
19. Coordination and communication shall be maintained between VECTOR and AIRPORT MANAGER to ensure the timely completion of SERVICES. VECTOR shall provide a designee, to serve as the representative of VECTOR for the SERVICES or another VECTOR staff member acceptable to AIRPORT shall attend meetings upon the reasonable request of CITY and /or AIRPORT. Vector's contact will be:
- Pete Coleton  
202-412-7725 (phone)  
[petec@vector-us.com](mailto:petec@vector-us.com) (email)
20. CONTRACTOR shall comply with all federal, state, and local statutes, ordinances and regulations in its performance hereunder.
21. Any disputes arising out of or in the course of this Agreement which are not settled by mutual agreement of the parties, may be resolved by litigation which shall be brought in \_\_\_\_\_.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

23. IN WITNESS WHEREOF, the said CITY OF BRIDGEPORT has caused this Agreement to be signed and sealed by \_\_\_\_\_ its City Manager, thereunto duly authorized and VECTOR-US, INC. has caused this Agreement to be signed and sealed by \_\_\_\_\_ its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

WITNESS:

\_\_\_\_\_

CITY OF BRIDGEPORT

By: \_\_\_\_\_  
[Name]  
[Title]

WITNESS:

\_\_\_\_\_

VECTOR-US, INC.

By: \_\_\_\_\_  
[Name]  
[Title]

**Exhibit A**  
**Scope of Vector Services, Vector-US, Inc.**

1. VECTOR shall perform the following services:
  - a). Perform an airport site survey and select mutually agreed upon sites for Vector airfield imaging units and/or other on-airport sensors used to collect aircraft activity data.
  - b). Coordinate with the AIRPORT in scheduling electrical work and on-airport equipment installation. Electrical work will be performed at the expense of the AIRPORT.
  - c). Install Air-traffic Imaging Units and an Airport Network Server at the airport, configure/test system components, and notify the AIRPORT when the system is operational and ready for use.
  - d). Track and Identify aircraft activity at the Airport. Since only an arrival OR a departure will be billed and departure tracking requires less equipment, the contracted system is designed to track and identify aircraft on departure.
  - e). Provide the AIRPORT MANAGER and authorized staff with a web-based interface where they can view tracked aircraft activities and search by various fields such as date/time, aircraft number, etc.
  - f). Make best efforts to accurately identify the operator of each of the above tracked aircraft that will be best for billing purposes.
  - g). Generate aircraft operator invoices which implement the AIRPORT'S specific fee structure.
  - h). Mail or otherwise deliver operator invoices.
  - i). Provide a call-center between the hours of 9 a.m. and 5 p.m. EST to handle questions, issues, and concerns about Vector-generated invoices and the airport activity fees being billed by Vector.
  - j). Provide and operate an airport-specific lockbox into which operator payments shall be made.
  - k). Process payments from the airport-specific lockbox and credit payments to the appropriate operator accounts; generate outstanding operator balances.
  - l). Send statements to operators reflecting balances owed and reflecting invoice/payment history.
  - m). Provide active collection services on behalf of the AIRPORT including operator account statements, direct email/phone contact, and/or AIRPORT-approved collection letters as necessary.
  - n). Provide the AIRPORT with electronic reports pertaining to billing and collection activity on a monthly basis on or about the 10<sup>th</sup> of each following month.

- o) Remit revenue payments: Funds are transferred electronically to the airport after the end of each collections month.
  - p) Remit documentation to the AIRPORT in accordance with the deliverables described below.
  - q) Remotely monitor VECTOR-installed equipment at THE AIRPORT for performance and to detect any possible malfunctions.
  - r) Coordinate with THE AIRPORT staff to diagnose any possible malfunctions so that simple issues such as re-setting breakers can be done immediately thus maximizing the "up-time" of the system.
  - s) Performing any necessary on-site repairs and maintenance not covered in the section above
  - t) VECTOR shall perform the following services:
2. In conjunction with the performance of the foregoing SERVICES, VECTOR shall provide the following submittals/deliverables (documents) to THE AIRPORT:
- a) REPORT 1: Activity detail report. A report showing all aircraft activity captured by Vector's FlightRev including flags for exempt aircraft activities (usually based aircraft)
  - b) REPORT 2: A monthly invoice summary report showing invoices generated each month by Vector on behalf of the airport along with amounts invoiced, and information about the customer invoiced.
  - c) REPORT 3: A deposit detail report showing all deposits received, customer accounts credited, and any necessary adjustments.
  - d) REPORT 4: Lockbox activity report. From 3<sup>rd</sup> party lockbox provider, should agree with the deposit detail report to independently confirm the accuracy and completeness of same.
  - e) REPORT 5: An Accounts Receivable Aging report showing outstanding aged balances by customer.
  - f) REPORT 6: An Annual statement on a date specified by the AIRPORT representing total billings, total collections, and total payments to the AIRPORT for each month.
3. When a receivable account reaches 180 or more days old, VECTOR shall have the sole discretion to decide whether additional collections activity shall be pursued. If VECTOR determines an account is uncollectible and decides not to pursue it, CITY may pursue additional collections activity, either through a collections agency or other means, in order to secure revenue owed to CITY. Alternatively, CITY may elect to write-off accounts deemed uncollectible by VECTOR or negotiate an increased fee with VECTOR for the purposes of collecting certain of these older aged accounts.

Periodically, VECTOR shall provide the AIRPORT with a list of accounts deemed uncollectible by VECTOR as well as a list of accounts previously deemed uncollectible but that have paid. These uncollectible accounts will be removed from the Accounts Receivable report described above.

4. Subject to any efforts to coordinate with AIRPORT subcontractors, particularly for the installation of power to Vector-designated locations, VECTOR shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:
  - a. **INSTALLATION:** within 21 days of signed contract – install and test VECTOR equipment on airport. VECTOR will notify AIRPORT of completion of installation.
  - b. **AIRCRAFT TRACKING:** Vector will begin aircraft activity tracking after successful completion of installation/testing as outlined above. At the end of the first full or partial calendar month of activity capture Vector will produce and mail invoices to the aircraft operators and begin collections.
  - c. **PAYMENT:** beginning on or near the 10<sup>th</sup> day of the second month following the notice of installation/test – transmit monthly statement and payment to AIRPORT.
  - d. **REPORTS:** on or before the 10<sup>th</sup> day of each month; transmitted electronically to the AIRPORT.

**\*151-09 Consent Calendar**

Agreement with Panuzio & Giordano Public Affairs,  
LLC for Federal Lobbying Services.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: November 15, 2010**

Adopted: \_\_\_\_\_

*Shirley A. Korman*

Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# 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:

**\*151-09 Consent Calendar**

**RESOLVED**, That the attached Agreement between the City of Bridgeport and Panuzio & Giordano Public Affairs, LLC (PGPA) for Federal Lobbying Services, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Carlos Silva, Co-chair

*Michelle A. Lyons*  
\_\_\_\_\_  
Michelle A. Lyons

*Martin C. McCarthy*  
\_\_\_\_\_  
Martin C. McCarthy

*Howard Austin, Sr.*  
\_\_\_\_\_  
Howard Austin, Sr.

*Robert P. Curwen, Sr.*  
\_\_\_\_\_  
Robert P. Curwen, Sr.

\_\_\_\_\_  
James Holloway

# Panuzio & Giordano Public Affairs, LLC

211 North Union Street, Ste. 250  
Alexandria, VA 22314  
703.683.6185  
npanuzio@panuzio.com

44 Capitol Avenue East, Ste. 202  
Hartford CT 06106  
860.727.8576  
dgiordano@panuzio.com

## AGREEMENT

By this Agreement entered into on the \_\_\_ day of November 2010 between Panuzio & Giordano Public Affairs, LLC (hereinafter referred to as "PGPA") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

### Scope of Work

PGPA will provide the following:

1. Continue to work with CITY officials on a needs assessment to identify priority interest and other areas of concern. Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific Federal objectives for FY 2011 and FY 12, including any reauthorizing legislation and any specific funding mechanisms for current projects.
2. Provide consultation to the CITY on potential funding available from and contacts with the federal government especially, but not limited to, the Departments of Commerce, Housing and Urban Development, Health and Human Services, Education, Environmental Protection Agency, Justice, Homeland Security, and Transportation as well as the White House and other federal agencies such as the U.S. Army Corps of Engineers, Fish and Wildlife Service, and Federal Aviation Administration, as needed.
3. Develop with the CITY a set of specific federal funding targets for projects and monitor the activities to secure these targets.
4. Advise and consult with the CITY on how to work with the Connecticut congressional delegation and the staffs of the appropriate Congressional committees to secure Federal appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of all U.S. House and Senate Appropriations Sub-Committees on the merits of appropriations for any funding for specific development projects.
6. Assist in preparing testimony, correspondence and written briefing materials for use by local officials in support of Federal requests and any other legislation of interest.

RECEIVED  
CITY CLERK'S OFFICE  
OCT 15 2010  
P 4:07  
CITY CLERK

7. Work with officials of the CITY and all other non-profit agencies that apply for funds to the Federal government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funds to the CITY.
8. Provide any additional consultation to the CITY on an as-needed basis.

**Term of Contract**

The term of the contract will be for the period commencing on or about November \_\_, 2010 and ending on June 30, 2011.

The contract may be extended for an additional term commencing July 1, 2011 and ending on June 30, 2012 by the agreement of the City acting by and through the Mayor and PGPA, provided funding has been appropriated for said purpose.

**Cost of Services**

The fee for the initial term will be \$48,000 total, in three (3) equal installments of \$16,000 each due and payable as follows: (1) at the beginning of the contract on or about December 1, 2010, (2) on or about January 1, 2011, and (3) on or about April 1, 2011.

The fee for the extension term will be negotiated by the Mayor and PGPA, but will not exceed the amount to be budgeted for that purpose by the City Council, and will be billed on the first day of each month beginning on July 1, 2011, unless otherwise agreed to by the Mayor and PGPA.

In addition, there will be a charge for pre-approved direct expenses for travel, lodging, and meals during the initial term and the extension term.

**Miscellaneous Provisions**

- A. Confidentiality: PGPA will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without CITY'S approval.
- B. Conflicts.: PGPA will not pursue objectives of other clients that conflict with CITY objectives. Potential conflicts that arise will be immediately disclosed to CITY and proper conflict avoidance undertaken.
- C. Governing Law: This Agreement shall be governed by the laws of the State of Connecticut, both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers have hereunto set their names.

PANUZIO & GIORDANO PUBLIC AFFAIRS, LLC

By \_\_\_\_\_  
Nicholas A. Panuzio, Principal  
Date \_\_\_\_\_

CITY OF BRIDGEPORT

By \_\_\_\_\_  
William Finch, Mayor  
Date: \_\_\_\_\_

\*155-09 Consent Calendar

Agreement with the State of Connecticut for Preliminary Design and Permitting for Runway 06/24 Reconstruction at Sikorsky Memorial Airport File No. AERO-5800-1649 State Project No. DOT00150350PE.

Report  
of  
Committee  
on  
Contracts

Submitted: November 15, 2010

Adopted:



Attest:

City Clerk

Approved

Mayor



# 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:

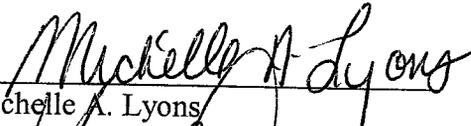
**\*155-09 Consent Calendar**

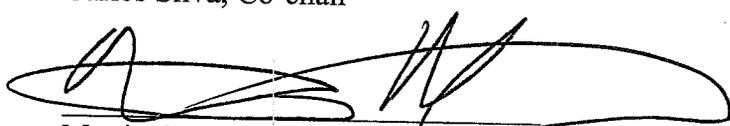
**Resolved**, That Bill Finch be duly authorized in his capacity as Mayor of the City of Bridgeport to enter into an agreement with the State of Connecticut for State Project No. DOT00150350PE for Preliminary Design and Permitting for Runway 06/24 Reconstruction at Igor Sikorsky Memorial Airport and that any and all actions previously taken by Bill Finch with respect to an agreement between the City of Bridgeport and the State of Connecticut, Department of Transportation, Bureau of Aviation & Ports, for State Project No. DOT00150350PE, be and it hereby is, in all respects, approved, ratified and confirmed.

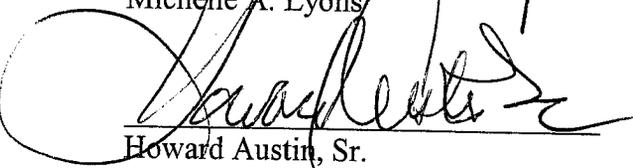
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

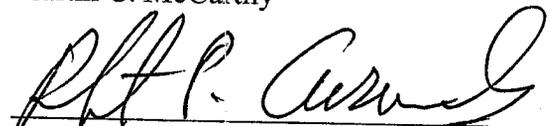
Richard M. Paoletto, Jr., Co-chair

Carlos Silva, Co-chair

  
Michelle A. Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

James Holloway

Agreement No. \_\_\_\_\_

CORE ID # \_\_\_\_\_

**AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CITY OF BRIDGEPORT  
FOR  
PRELIMINARY DESIGN AND PERMITTING FOR  
RUNWAY 06/24 RECONSTRUCTION  
AT  
I.I. SIKORSKY MEMORIAL AIRPORT  
FILE NO. AERO-5800-1649**

State Project No. DOT00150350PE      FAA AIP Project No. 3-09-0002-27-2010

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has submitted to the State a Project Application dated August 9, 2010 for the Preliminary Design and Permitting for Runway 6-24 Reconstruction (hereinafter referred to as the Airport), and

WHEREAS, the State has approved a grant of State funds for the proposed improvements of the Airport (hereinafter referred to as the "Project"), summarized as follows:

- Preliminary Design and Permitting for Runway 6-24 Reconstruction

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. The State, in consideration of:
  - a. The Second Party's adoption and ratification of the representations and assurances contained in said Project Application, and
  - b. The benefits to accrue to the State and the public from the accomplishment of the Project, and from the operation and maintenance of the Airport, and
  - c. The Second Party's acceptance of all the terms of the Agreement, shall pay to the Second Party an amount equal to seventy-five percent (75%) of the non-federal share of the total cost of all items deemed eligible by the Federal Aviation Administration (FAA), and authorize the Second Party to proceed with the Project.

2.
  - a. The maximum amount payable by the State under this Agreement shall be as follows for the Project, unless provided for by means of a Supplemental Agreement:

- i. State Project No. DOT00150350PE, FAA AIP No. 3-09-0002-27-2010, Twenty Two Thousand and Five Hundred Dollars.

- b. Notwithstanding the foregoing, additional work authorized, in writing by the State that results in an accumulative fee of less than fifteen percent (15%) of the State share, as specified in Article (2) above, shall be reimbursed under the terms of this Agreement.

- c. SUMMARY OF PROJECT COSTS

**State Project No. DOT00150350PE FAA AIP No. 3-09-0002-27-2010**

Federal Aviation Administration	95.0%	\$ 570,000.00
State of Connecticut	3.75%	\$ 22,500.00
City of Bridgeport	1.25%	\$ 7,500.00
Total	100%	<b>\$ 600,000.00</b>

3. Payments shall be made by the State upon verification of Project completion, and shall be based on final FAA determination of cost and reimbursement.

4. The State shall have the right to audit all data, accounts, charges, payrolls, and such other records as may have any bearing on the payments made or to be made by the State under the terms of this Agreement.
5. The State shall make final payment upon the acceptance by the Second Party of the completed Project and completion of all requirements of this Agreement, including requisite audits.
6. The State assumes no liability for payment under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General.
7. The Second Party's budget will provide funding for the Project as follows as the Second Party's share of the Project's funding.
  - a. State Project No. DOT00150350PE, FAA AIP No. 3-09-0002-27-2010, Seven Thousand and Five Hundred Dollars.
8. The Second Party shall permit the State to inspect, at any time, all work performed under the terms of this Agreement, at any stage of the work.
9. The Second Party, agrees that during the term of this Agreement including any extensions thereof, it shall, and it shall ensure any subcontractor(s) retained shall, indemnify and save harmless the State, its officers, agents and employees from all claims, suits, actions, damages, and cost of every name and description resulting from or arising out of operations conducted by, or capital purchases made by, the Second Party and/or any of its subcontractor(s) under this Agreement or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.
  - a. The Second Party shall not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Second Party and approved by the State.
  - b. If applicable, until the Project(s) is (are) completed, the Second Party shall maintain, or cause its subcontractor(s) hired to complete the Project(s) to maintain, builder's risk insurance in an amount not less than the amount of the Grant, or the Second Party shall maintain unrestricted reserves in an amount not less than the amount of the Grant. In addition, the Second Party shall carry, and ensure it's subcontractor(s) shall carry, Workers Compensation Insurance in accordance with the laws of the State of Connecticut.
10. With the execution of this Agreement, the Second Party acknowledges that it has sufficient funds to meet the requirements of the Second Party's share as specified in the Summary of Project Costs stated in this Agreement.

11. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.
12. If this is a planning project, the Second Party shall establish a Citizen Advisory Committee consisting of a representative of the Connecticut Department of Transportation, airport users, local residents, business interests, planners, and airport representatives, to facilitate public participation in the planning process. The Citizen Advisory Committee shall receive working drafts or technical memoranda for their review and comment, and participate in Advisory Group and Public Information
13. The Second Party agrees to comply with all Federal, State and Municipal laws that apply to this Agreement.
14. Any misrepresentation or omission of a material fact by the Second Party concerning the Project or the Second Party's authority or ability to carry out the obligations assumed by the Second Party under the terms of this Agreement shall terminate the obligation of the State, and it is understood and agreed by the Second Party that if a material fact that has been misrepresented or omitted by the Second Party, the State may recover all payments made under this Agreement.
15. This Agreement shall remain in full force and effect throughout the Project. The Agreement shall terminate upon the close out of all construction work, financial record keeping, business, and other matters related to the Project. The Second Party agrees that it shall maintain and protect the Project for a period not to exceed twenty (20) years from the date of this Agreement and all similar requirements of the FAA and the State as may be provided elsewhere in this Agreement, the FAA assurances associated with the Project, and any similar requirements, unless said Agreement is terminated in accordance with Article 16 herein.
16. This Agreement may be terminated at any time by the State by giving the Second Party thirty (30) calendar days written notice to that effect, utilizing either certified mail or personal delivery. Upon expiration of the said notice period of time and in the absence of written agreement by the parties hereto to the contrary, this Agreement shall then be null and void.
17. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:
  - a. Be in writing addressed to:

- i. When the State is to receive such notice-

Commissioner of Transportation  
Connecticut Department of Transportation  
P. O. Box 317546  
Newington, CT 06131-7546

- ii. When the Second Party is to receive such notice-

Bill Finch, Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

- b. Be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party to receive such notice; and ,
- c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include, but not be limited to, any request, demand authorization, direction, waiver, and/or consent of the party (ies) as well as any ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 18. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities” (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

19. Maintenance and Audit of Records.

The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving State funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the work papers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/work papers of the entity or municipality and the CPA pertaining to the Agreement.

20. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.
21. This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Second Party's request, the State shall provide a copy of these Orders to the Second Party.
22. As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et. Seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
23. The Second Party's representative, authorized to execute this Agreement, shall upon request of the State, and on the certificate supplied by the State, certify that all work, including consultant agreements, contracts, subcontracts, plans, specifications,

estimates and other information developed for the Project for which the Second Party has or will receive monies, grants, reimbursements, etc., from Federal or State agencies was performed in accordance with the terms of this Agreement, grants or Federal and State laws under which the monies are being provided to the Second Party. In addition, the Second Party also will certify that as a condition of its acceptance of State and/or Federal monies, the Second Party will comply with all State and Federal Civil Rights laws, executive orders, and regulations.

24. The Second Party, notwithstanding any other provision of this Agreement, is solely responsible for the Project.
25. That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
  - a. The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
    - 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 2) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
    - 4) Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
  - b. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
26. This clause applies to those Second Parties who are or will be responsible for compliance with terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
- 27.
- a. Insurance. With respect to the operations performed under the terms of this Agreement, and also those performed for the Second Party by subcontractors, the Second Party will be required to carry, and shall ensure its subcontractors(s) carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs 1) and 2) below, the following minimum insurance coverages at no direct cost to the State. In the event the Second Party and/or subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1) and 2) below, the State of Connecticut shall be named as an additional insured.
    - 1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or

death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

- 2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
  - 3) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.
- b. In conjunction with Section a of this Article, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The certificate of insurance shall specify amounts deductible, if any, for each type of coverage in the policy or policies. For the Workers' Compensation insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, please indicate the policy number and term of the policy on the form or forms.
  - c. The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.
28. The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in the Office and Policy and Management's General Letter No. 97-1 when architects, engineers and/or consultants are retained. The Office and Policy Management's General Letter No. 97-1 is attached hereto and hereby made a part of this Agreement.

If the Federal Highway Administration's approval is required prior to entering a supplemental agreement, as stipulated in the attached Policy Statement, the Second Party must submit their request to the initiating unit. The initiating unit will forward the Second Party's request to the Federal Highway Administration for review and provide the Second Party with the Federal Highway Administration's decision.

The Second Party shall submit to the State for review and approval, any proposed Agreement between the Second Party and a consultant prior to its execution. No reimbursement costs may be incurred on consultant agreements prior to the State's written approval.

29. The Second Party shall assume full responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of any engineer/architect used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
30. This Agreement, when fully executed by both parties, constitutes the entire Agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.
31. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.
32. Nothing herein shall be construed to waive any of the State's Immunities.
33. The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with the Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
34. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The State shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

Agreement No. \_\_\_\_\_

The parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT  
**DEPARTMENT OF TRANSPORTATION**  
Jeffrey A. Parker, Commissioner

BY: \_\_\_\_\_ (seal)  
Albert A. Martin  
Deputy Commissioner

DATE: \_\_\_\_\_

SECOND PARTY  
**City of Bridgeport**

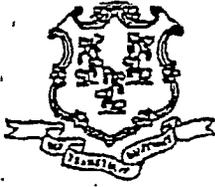
BY: \_\_\_\_\_  
Bill Finch  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

DATE: \_\_\_\_\_



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary  
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour

A. Corporations Principal is defined as follows:

- a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
- b. A principal may also work on the contract in the "employee" classification, for example, as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.



# CONNECTICUT DEPARTMENT OF TRANSPORTATION

## POLICY STATEMENT

POLICY NO. F&A-10  
June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. *Gifts*: DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. *Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors*: Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

**Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees after they leave State service. *Upon leaving State service:*
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.