

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 3, 2008

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: October 6, 2008

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 216-07** Communication from City Attorney re Proposed Professional Services Agreement with Environmental Land Solutions, LLC for Consulting Services, referred to Contracts Committee.
- 217-07** Communication from Central Grants re Grant Submission: re: Section 319 Non-Point Source Pollution Program to the U.S. Environmental Protection Agency/State Department of Environmental Protection, referred to Economic and Community Development and Environment Committee.
- 218-07** Communication from Central Grants re Grant Submission: re Coca Cola/National Recycling Coalition Recycling Bin Grant Program, referred to Economic and Community Development and Environment Committee.
- 219-07** Communication from OPED re Disposition of City Owned Real Estate at 930 Main Street and 114 State Street aka Mechanics and Farmers Bank, referred to Economic and Community Development and Environment Committee.
- 220-07** Communication from OPED re Grant Submission: re Completion of the Seaview Industrial Park Project administered by the Bridgeport Economic Development Corporation, referred to Economic and Community Development and Environment Committee.

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

- \*206-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees.
- \*208-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 12, Streets, Sidewalks and Public Places relating to Fees.

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

- \*209-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 15, Buildings and Construction relating to Fees, referred to Ordinance Committee.
- \*210-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 10, Vehicles and Traffic relating to Fees.
- \*211-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Chapter 8.68 Littering, amend Section 8.68.060, Merchants' duty to keep sidewalks clean.
- \*212-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, amend Chapter 8.76 Anti-Blight Program.
- \*213-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.410 Board of condemnation continued.
- \*167-07** Economic and Community Development and Environment Committee report re Grant Submission: 2008-2010 Retired Senior Volunteer Program (R.S.V.P.).
- \*192-07** Economic and Community Development and Environment Committee report re Grant Submission: Federal Department of Justice (OJJDP) FY 08 Earmarks Program for City's Lighthouse Program.
- \*193-07** Economic and Community Development and Environment Committee report re Grant Submission: Bonding to Improve Ellsworth Park to the Connecticut Department of Environmental Protection.
- \*194-07** Economic and Community Development and Environment Committee report re Grant Submission: Connecticut Department of Environmental Protection's Greening of the Boston Post Road Program to conduct tree planting.
- \*198-07** Economic and Community Development and Environment Committee report re Extension of Reverter Right for 11 Armstrong Place.
- \*199-07** Economic and Community Development and Environment Committee report re Extension of Reverter Right for 235-257 William Street.
- \*201-07** Economic and Community Development and Environment Committee report re Grant Submission: State of Connecticut Office of Policy and Management (Trumbull Gardens CityWide Youth Center).
- \*202-07** Economic and Community Development and Environment Committee report re Grant Submission: 2008-2010 Social Services Block Grant.

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

- \*154-07** Miscellaneous Matters Committee report re Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site **DENIED**.
- \*197-07** Miscellaneous Matters Committee report re Establishment of a new position in the Office of Planning and Economic Development Office of Neighborhood Revitalization one (1) Condemnation/Anti-Blight Specialists.
- \*215-07** Miscellaneous Matters Committee report re Appointment of Gail Solis (D) to the Planning and Zoning Commission.

**MATTERS TO BE ACTED UPON:**

- 207-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 8, Health and Safety relating to Fees.

**CITY COUNCIL MEETING**  
**Monday, November 3, 2008**  
**7:00 p.m.**  
**City Council Chambers, City Hall - 45 Lyon Terrace**  
**Bridgeport, Connecticut**

**ATTENDANCE:** Council members: Brannelly, Crowe, Colon, Brantley, \*Walsh, McCarthy, Vizzo-Paniccia, \*Blunt, Valle, Martinez, Paoletto, Baker

**\* = arrived late**

**ABSENT:** Council members: Santiago, Austin, Lyons, Bonney, dePara, Silva, Curwen, Holloway

Mayor Finch called the meeting to order at 7:00 p.m.

Prayer - the prayer was offered by Council member Brantley.

Pledge of Allegiance - the pledge was led by Council member Paoletto.

Moments of Silence were requested for:

- ❖ Senator Andre Ayala's grandmother who passed away.
- ❖ Council member Silva's wife grandmother who passed away.
- ❖ Mary Ganim who passed away.

ATTEST  
CITY CLERK  
08 NOV - 7 PM 4:40  
RECEIVED  
CITY CLERKS OFFICE

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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

Council member Baker questioned how they could vote, when the roll call hadn't been called yet.

The City Clerk called the roll and announced that there were only nine (9) council members in attendance.

Mayor Finch recessed the meeting at 7:06 p.m.

The meeting reconvened at 7:20 p.m. when Council member Walsh arrived to make a quorum.

Mayor Finch repeated the motion to approve **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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

**216-07** Communication from City Attorney re Proposed Professional Services Agreement with Environmental Land Solutions, LLC for Consulting Services, referred to Contracts Committee.

- 217-07** Communication from Central Grants re Grant Submission: re: Section 319 Non-Point Source Pollution Program to the U.S. Environmental Protection Agency/State Department of Environmental Protection, referred to Economic and Community Development and Environment Committee.
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**\*\* MOTION PASSED UNANIMOUSLY**

Approval of City Council Minutes: October 6, 2008

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**  
**\*\* COUNCIL MEMBER McCARTHY SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

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

The City Clerk asked if there were any items to be removed from the consent calendar.

Council member Paoletto requested to remove item **\*213-07 Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.410 Board of condemnation continued.**

Council member Vizzo-Paniccia requested to remove item **\*197-07 Miscellaneous Matters Committee report re Establishment of a new position in the Office of Planning and Economic Development Office of Neighborhood Revitalization one (1) Condemnation/Anti-Blight Specialists**

Council member Walsh requested to remove the following item(s):

**\*154-07 Miscellaneous Matters Committee report re Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site DENIED.**

**\*215-07 Miscellaneous Matters Committee report re Appointment of Gail Solis (D) to the Planning and Zoning Commission.**

Council member Martinez requested to remove item **\*206-07 Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees.**

The City Clerk read the remaining items into the record.

- \*206-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees. - **removed**
- \*208-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 12, Streets, Sidewalks and Public Places relating to Fees.
- \*209-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 15, Buildings and Construction relating to Fees, referred to Ordinance Committee.
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- \*213-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.410 Board of condemnation continued. - **removed**
- \*167-07** Economic and Community Development and Environment Committee report re Grant Submission: 2008-2010 Retired Senior Volunteer Program (R.S.V.P.).
- \*192-07** Economic and Community Development and Environment Committee report re Grant Submission: Federal Department of Justice (OJJDP) FY 08 Earmarks Program for City's Lighthouse Program.
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- \*201-07 Economic and Community Development and Environment Committee report re Grant Submission: State of Connecticut Office of Policy and Management (Trumbull Gardens CityWide Youth Center).
- \*202-07 Economic and Community Development and Environment Committee report re Grant Submission: 2008-2010 Social Services Block Grant.
- \*154-07 Miscellaneous Matters Committee report re Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site **DENIED. - removed**
- \*197-07 Miscellaneous Matters Committee report re Establishment of a new position in the Office of Planning and Economic Development Office of Neighborhood Revitalization one (1) Condemnation/Anti-Blight Specialists. - **removed**
- \*215-07 Miscellaneous Matters Committee report re Appointment of Gail Solis (D) to the Planning and Zoning Commission. - **removed**

\*\* **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**  
 \*\* **COUNCIL MEMBER COLON SECONDED**  
 \*\* **MOTION PASSED UNANIMOUSLY**

- \*206-07 Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees. -

\*\* **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**  
 \*\* **COUNCIL MEMBER COLON SECONDED**

Council member Martinez stated that he wasn't in favor of raising the fee, particularly for the barber shops and massage parlors, because the fees were already raised last year.

Council member Valle said she was also against the fee, because not enough advance notice was given to the business owners to come tonight and speak up on the matter.

Council member Paoletto reminded his colleagues that no one showed up for the public hearing that was held tonight and there were only three other council members on the committee. He relayed that due diligence was done to compare fees schedules from surrounding towns. Overall, the committee felt the fee was appropriate.

Council member McCarthy reiterated what Council member Paoletto said. He explained that the whole point of the fee change was to make it comparable to the fees other surrounding towns charge. He clarified that there wasn't any intention to gouge the fee.

**\*\* MOTION PASSED WITH NINE VOTES IN FAVOR, TWO VOTES IN OPPOSITION (COUNCIL MEMBERS MARTINEZ and VALLE) and ONE ABSTENTION (COUNCIL MEMBER BLUNT)**

**\*213-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Chapter 15.12 Housing Code, amend Section 15.12.410 Board of condemnation continued.

Council member Paoletto said he was asked by the Director of OPED to remove the item.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REMOVE THE ITEM AND RETURN IT TO COMMITTEE**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*154-07** Miscellaneous Matters Committee report re Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site **DENIED**.

Council member Vizzo-Paniccia stated that this item was denied in committee.

**\*\* COUNCIL MEMBR VIZZO-PANICCIA MOVED TO APPROVE THE DENIAL**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

Council member Baker stated that it was his resolution that was submitted. He asked why it was denied. Council member Vizzo-Paniccia explained the item was denied because it came before the Miscellaneous Matters Committee three times and the maker wasn't present either time. So there was the option to deny it, approve it or table it and the committee decided to deny it. Also, the committee received all the updates to the commission boards and they were satisfied with the information they received.

Council member Baker said he was waiting for the opinion from the city attorney, but never received it. He further questioned why the maker of the resolution wasn't extended time to wait and hear the legal opinion.

Council member Paoletto said the denial was made by the committee as a whole and he wasn't aware that they were waiting for a legal opinion. He said he thought the committee did their job and the updated information was made available to them. He went on to say that if the maker of the

resolution was waiting for a legal opinion, the chairman of the committee should have been aware of that, but he wasn't. He repeated that the maker of the resolution didn't appear at the meeting three times, so that's why the motion was denied.

Council member Vizzo-Paniccia said she wasn't aware that the maker of the resolution wasn't going to be in attendance at the meetings and she wasn't aware that they were waiting for a legal opinion.

Mayor Finch stated that he appreciated all the hard work that was put into updating the commissions and boards information on the city website.

Council member Baker requested the legal opinion from the city attorney. City Attorney Anastasi said that he does not routinely write legal opinions on all matters that come before the city council and there wasn't a vote by the committee to request a legal opinion on this matter. Furthermore, he didn't see any point for one, since it was not a legal matter.

Council member Walsh questioned why there were any arguments about the issue. He clarified that all Council member Baker was looking for was accurate, up to date information on the website for public informational purposes. He stressed that the matter of updating the information has been neglected for years, so he felt that current up to date information was a crucial point.

Mayor Finch stated that the information on the website was now 100% correct. He said he appreciated the feedback and he urged everyone to visit the website.

Council member Walsh mentioned the number of committees and commissions that have gone ignored. He further questioned the accuracy of some committees that didn't have any membership or activity. He pointed out that if that was the case, the matter should go before the Ordinance Committee. In addition, he thought there might be new committees that should be formed. He went on to say that he supported Council member Baker's recommendation to return the item to committee or act otherwise.

Council member Blunt said he votes against the denial in committee, because he thought it was a good idea for the information to be accurate and updated. He questioned whether there was also the option to withdraw the item. Council member Vizzo-Paniccia said that option was also available.

Mayor Finch stated that the request for the updated information was complied to. He said the updates have triggered more of a need to enhance the website.

**\*\* COUNCIL MEMBER BAKER MOVED TO REFER THE ITEM BACK TO THE  
MISCELLANEOUS MATTERS COMMITTEE  
\*\* COUNCIL MEMBER WALSH SECONDED**

Council member Vizzo-Paniccia asked the reason for returning the item to committee. Council member Baker said 1) it will be an opportunity to get a legal opinion from the city attorney. 2) he thought it was an important resolution to pass

City Attorney Anastasi said it wasn't the proper channel to obtain a legal opinion through the administration, which is only done through the committee or a city council vote. He repeated that a legal opinion was not required for this matter.

Council member Vizzo-Paniccia expressed that she meant no disrespect was intended towards Council member Baker in denial of the resolution.

**\*\* MOTION PASSED TO REFER THE ITEM BACK TO COMMITTEE**

**\*197-07** Miscellaneous Matters Committee report re Establishment of a new position in the Office of Planning and Economic Development Office of Neighborhood Revitalization one (1) Condemnation/Anti-Blight Specialists.

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED**

Council member Vizzo-Paniccia said that due to the recent layoffs in the city, several people have questioned why they were adding a new position.

Council member Brantley added that during the committee meeting, Tom Coble attended and he did a good job to explain why the position was needed. He pointed out the need to look at the blight problem in the city. Council member Brantley said if they needed to express the need to clean up our own yard, in the same vein as they talked about cleaning up the website. She asked if funds were available in the budget for the new position.

Council member Baker stated that the position was approved at budget time in the Budget & Appropriations Committee. He emphasized and agreed that there was a real anti-blight problem, noting that he has received several calls from people in his district regarding the matter. So it was clear that the Anti-Blight office was overwhelmed. He further expressed the need to clean up properties in the city was also necessary to push economic development.

Council member McCarthy clarified that this item only allowed the title for the position to be on the books, the position wasn't actually being filled at this time.

Council member Valle stated that they were being held hostage in their own backyards due to the blight situation. She believed that the new position would help the problem a great deal, noting that her district had many blighted properties.

**\*\* MOTION PASSED WITH ELEVEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION  
(COUNCIL MEMBER VIZZO-PANICCIA)**

**\*215-07** Miscellaneous Matters Committee report re Appointment of Gail Solis (D) to the Planning and Zoning Commission.

Council member Vizzo-Paniccia stated that this item passed unanimously in committee.

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

Council member Baker stated that he wasn't surprised Gail Solis was approved for the appointment. He commented that she was an outstanding citizen, caring and concerned about seeing the city move forward; but he had a concern about a potential conflict of interest, since she is associated with the Bridgeport Business Regional Council (BBRC). He questioned how fair she could be to balance decisions. He relayed that there must be other people in the city they could recommend with no conflicting affiliation.

Council member Vizzo-Paniccia said that Ms. Solis was brought to the table to discuss her role as the Planning & Zoning Commission chair. She went on to say that Ms. Solis is a taxpayer and she passed the Ethics Commission and Police Commission background checks. She further expressed that from her personal experience with her; although she is a member of BBRC, she can be and will be impartial.

Council member Walsh questioned if there were conditions placed on Ms. Solis appointment by the Ethics Commission. Attorney Anastasi said that wasn't true at all, he explained that if on any event, if a conflict did arise, Ms. Solis should be cognizant of a reason to abstain. He said the Ethics Commission concern was that the individual satisfied any question of conflict and they felt that she would uphold her duty to abstain if necessary.

Council member Walsh reminded everyone that the State of Connecticut bars employees from serving on Land Use boards due to how tenuous some matters can be. Attorney Anastasi agreed that might be true, but he said until another vote was taken to bar persons associated in the real estate field etc., what the Ethics Commission decided was justified.

Council member Walsh further emphasized the issues he had with the appointment. He said they were based upon a potential conflict. He admitted that he didn't have anything personal against Ms. Solis, but he did question why they would take a chance of her not recusing when it might be necessary. He thought they should find someone just as qualified without any ties to the business community. He warned that this was too close a matter to the fire to approve and he urged denial.

Council member Colon stated that she has known Ms. Solis professionally for years and from what she knows about her, she makes the right choices. She felt that that if she was in a conflicting position, she would make the right decision.

Council member McCarthy echoed Council member Colon's remarks. He expressed that Ms. Solis is a fine example of someone doing good for an in Bridgeport. He said she was of the highest ethical standards and he didn't feel there would be any conflict of interest at all. He thought she

would make the best choices for the city, but if an issue ever occurred, she would recuse herself from the matter as necessary. He strongly supported approval of the appointment.

Council member Vizzo-Paniccia reinforced what she previously asked and urged all the council members to submit any questions they have in the future, to the committee ahead of time, so they could be addressed before the matter goes before the full council.

Council member Baker clarified that he wasn't questioning Ms. Solis character. He reiterated that he thought she was a wonderful, caring person, but there was still the matter of setting an example. He commented that there was a potential for corruption to set in if they didn't set the same consistent standards for everyone. He said he would vote against the item.

Council member Paoletto disputed what he perceived as negative comments by his colleagues regarding Ms. Solis. He stressed that during the committee meeting; he rarely hears any complaints, so he questioned why someone waits until they come before the full council to make their complaints known. Overall, he said he didn't agree with the disparaging remarks.

Council member Brannelly expressed that Council member Baker's comments about the potential for corruption to seep in should be considered for all boards. But it was felt that Ms. Solis would serve with integrity and fairness.

Mayor Finch expressed that Ms. Solis was a worthy person in Bridgeport. He admitted that he was responsible for the recommending the appointment, because he thought she would give a perspective on matters that come before her.

Council member Baker apologized for implying that Ms. Solis wouldn't serve with integrity, or that they were perpetuating any type of corruption. He said his only intention was to point out that they need to be more cognizant of appointing anyone with potential conflicts.

**\*\* MOTION PASSED WITH NINE VOTES IN FAVOR, TWO VOTES IN OPPOSITION (COUNCIL MEMBER BAKER and WALSH) and ONE ABSTENTION (COUNCIL MEMBER BRANTLEY)**

**MATTERS TO BE ACTED UPON:**

**207-07** Ordinance Committee report re Amendments to the Municipal Code of Ordinances, Title 8, Health and Safety relating to Fees.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
\*\* COUNCIL MEMBER CROWE SECONDED**

Council member Martinez said he was opposed to the increase in the fees, because he thought it would impact strong business owners at this time, especially due to the property taxes increases. He said there was also the issue with the sandwich license fee, noting that this pertained to many convenience stores where they sell sandwiches. He said he wanted to be sure there wasn't any extra burden placed on businesses.

Council member Paoletto said the administration did their due diligence as far as the fee schedule. He mentioned the inspections that needed to be done at the stores to assure public safety, so the matter of money was realized, but the fees were raised to offset the cost of conducting inspections.

Council member Brantley questioned Nestor if it would ease a business's burden if they withdrew the request for a sandwich license. She agreed that the fee increase is to ensure that thorough inspections are conducted. She further questioned if sandwich sales were legal if there isn't a license posted in the store.

Council member Martinez responded to the comment about whether or not a license was needed for making sandwiches, he said if there was a question about that, they should find out if it applies.

Council member Paoletto said if a business has five different licenses they were allowed. He said as far as he knew, one license was needed for each individual food item sold.

Council member Blunt stated that as council members, they needed to be conscientious about job performance or evaluations. He pointed out the Health Department understands their role of what needs to be done.

**\*\* MOTION PASSED WITH TEN VOTES IN FAVOR, ONE VOTE IN OPPOSITION (COUNCIL MEMBER MARTINEZ) and ONE ABSTENTION (COUNCIL MEMBER BLUNT)**

*Council member mentioned all the council members that weren't in attendance tonight and the reasons they were unable to attend.*

*He also noted that this meeting would be broadcast on television Wednesday night at 7:30 p.m., channel 77.*

#### **ADJOURNMENT**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER COLON SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 8:30 p.m.

Respectfully Submitted,

Diane Graham

Telesco Secretarial Services

City of Bridgeport  
City Council Meeting  
November 3, 2008  
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CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Salvatore C. DePiano

ASSOCIATE CITY ATTORNEYS  
Gregory M. Conte  
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ASSISTANT CITY ATTORNEYS

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Stephen J. Sedensky, Jr.

LEGAL ADMINISTRATOR  
Kathleen Pacacha

Telephone (203) 576-7647  
Facsimile (203) 576-8252

**MEMORANDUM**

Comm. #216-07 Ref'd to Contracts Committee on 11/3/2008

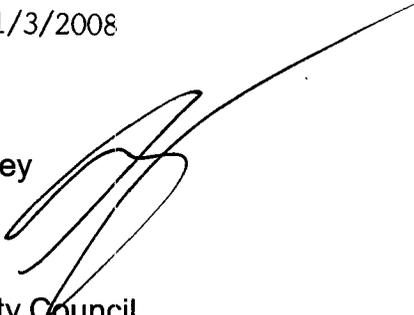
TO: City Clerk's Office

FROM: Gregory M. Conte, Assistant City Attorney

CC: William Minor

RE: Contract Submission for Approval by City Council

DATE: October 17, 2008



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Attached please find a copy of the Professional Service Agreement between Environmental Land Solutions, LLC and the City of Bridgeport for submission to the City Council for Approval.

RECEIVED  
CITY CLERKS OFFICE  
08 OCT 20 PM 2: 23  
CITY CLERK

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** between the parties dated the \_\_\_\_ day of September, 2008 (the "**Agreement**") is hereby entered into between **Environmental Land Solutions LLC**, with offices at 8 Knight Street, Suite 203, Norwalk, Connecticut 06851 (the "**Consultant**") and the **City of Bridgeport**, acting through its **Inland Wetlands and Watercourses Agency** with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of reviewing land use applications and related services as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS the City publicly advertised a request for qualifications for such services from vendors on May 25, 2008; and

WHEREAS the Consultant submitted a proposal to render the required consulting services; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement whereby the Consultant will perform certain inland wetlands consulting services (the "services") consisting primarily of the tasks set forth in the Consultant's proposal, both of which are attached as Exhibit A hereto and made a part hereof, and such other related tasks as may be assigned ("Scope of Work") by the Inland Wetlands and Watercourses Agency ("IWWA") or the IWWA clerk. The scope of Work shall include, but not be limited to, issuance of letters of decision, preparing reports to the IWWA drafting permits and conditions and reviewing meeting minutes. The clerk of IWWA shall be responsible for reviewing applications and processing the same, meeting with applicants and the public, handling questions and requests for information, and signing and sending correspondence to applicants and other agencies, preparing meeting agendas, performing inspections for violations, etc., although there may be occasions when the City may ask the Consultant to handle some of the clerk's activities as part of the Consultant's Scope of Work.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the City's fiscal impact analysis software package is fully operational, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**").

Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Basis For Compensation. The Consultant is being hired on a time and materials basis to be billed against a not-to-exceed maximum of Twenty-five thousand (\$25,000) Dollars for each year during the Term, which amount cannot be exceeded without the express prior written consent of the City. Any increase in this maximum amount is subject to available funding. The Consultant shall maintain contemporaneous daily time records, and other records, of hours and tasks performed per individual, which shall be submitted to the City with each monthly invoice. Unless otherwise stated, all tasks assigned and schedules for progress and completion shall be considered a material part of this Agreement.

4. Hourly Rate; Reimbursable Expenses; Payment Process

(a) Price. The applicable price for all Services rendered has been established as an hourly rate of Eighty (\$80.00) Dollars per principal of the Consultant, which shall remain the same throughout the term, which shall be two years commencing on 2008. Except as stated herein, the Price includes the cost of the Consultant's home office overhead, general and administrative expenses, and all other indirect costs and profit to be recovered or charged under this agreement.

(b) Out-of-Pocket-Costs ; Taxes Except as otherwise set forth in this Agreement, Services include the costs of local travel to and from the Consultant's office or offices and the City of Bridgeport. The City agrees to reimburse the Consultant its actual, reasonable expenses for the items set forth in Exhibit B attached and made a part hereof ("Reimbursable Expenses"). The Consultant must request and obtain the City's prior written consent for all other expenses. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, and the Consultant shall not invoice the City therefor.

(c) Payment Payment shall be made within sixty (60) days after receipt of the Consultant's complete invoice with all back up materials, including but not limited to, daily time records showing the employee's name, number of hours worked, tasks performed, and the like, satisfactory to the City.

(d) Invoices The cost of all Services performed and Reimbursable Expenses incurred shall be invoiced monthly as work progresses, but in no event shall the Consultant submit invoices for such work or expenses later than forty-five (45) days after such Services are rendered.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant,

shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such Consultant's Work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Work Product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Consultant will notify the City of reportable spills or environmental conditions. In cases where the City is not yet the property owner, the Consultant shall notify the City of any reportable spill or environmental condition and the City will notify the property owner of the requirement to report such occurrence. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights, Confidential Information or Non-Circumvention rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it will undertake and complete the Scope (s) of Work assigned by the City within the times and dates established by the city and otherwise specified under applicable law to enable timely action to be taken by the City's Inland Wetlands and Watercourses Agency.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not complete any scope of work or subcontract any of the work to third parties or principals other than Matthew and Kate Throckmorton without prior written notice to the City and receipt of the City's written consent .

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted sub-consultants, have committed a criminal violation of or under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and sub-consultants shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

#### 11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS"), SECTION 7 ("CONFIDENTIAL INFORMATION") OR SECTION 8 (NON-CIRCUMVENTION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY

EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

with a copy to:

Office of the City Attorney  
999 Broad Street, 2nd Floor  
Bridgeport, Connecticut 06604

If to the Consultant:  
Environmental Land Solutions ,LLC  
19 Captains Walk  
Trumbull, Connecticut 06611  
At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of

its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law. 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, shall be determined in the Connecticut Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut 06604.

(a) Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

(b) Joinder in Other Proceedings. The City reserves the right to require the joinder and participation of the other party to this Agreement in any other arbitration or litigation involving a claim by a third party that relates to the subject matter set forth in this Agreement and reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interest.

15. Independent Consultant Status. The Consultant and its approved sub-consultants are independent Consultants in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its sub-consultants and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by

the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant 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 for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant 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: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every Consultant and sub-consultant in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term 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 rating otherwise acceptable to the City.

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 out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile 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 in connection with business. 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.

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, non-renewal or reduction in coverage 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 delivered to the City and authorized and executed with the original stamp or signature of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant and its permitted sub-consultants 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 and as loss payee with respect to any damage to property of the City, as its interest 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 minimum Best's A + 15 financial ratings or rating 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: Purchasing Agent  
45 Lyon Terrace  
Bridgeport, Connecticut 06604"

Non-Discrimination. The Consultant 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 on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to

the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to \_\_\_\_\_ or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme, unseasonable weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred,

it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to the Project area. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
  
\_\_\_\_\_

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

**CONSULTANT**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
[Name]  
[Title], duly authorized

## Schedule A



**Environmental Land Solutions, LLC**

Environmental Analysis, Landscape Architecture & Planning

June 18, 2008

Department of Public Purchasing  
City of Bridgeport  
45 Lyon Terrace, Room 324  
Bridgeport, CT 06604

Re: Letter of Transmittal - Request for Qualifications  
PEB 1486 - Inland Wetlands Consultant

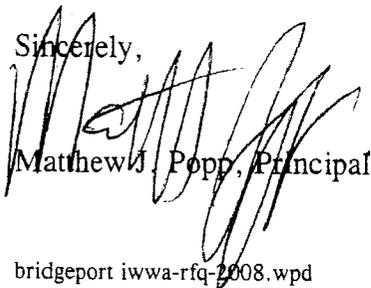
To Whom it May Concern:

Environmental Land Solutions, LLC (ELS) welcomes the opportunity to submit its qualifications for the Inland Wetlands Consulting Services as outlined in the Request for Qualifications (RFQ) dated May 21, 2008. ELS is currently the consultant to the Inland Wetlands and Watercourses Agency (IWWA) of the City of Bridgeport. Our firm has acted in this capacity since 1995, initially through our former employer, and subsequently through ELS.

Our firm has extensive experience with those municipal, state and federal laws and guidelines which focus on inland wetlands and watercourses regulations which is reflected in the materials submitted in the Request for Qualifications (RFQ). I am licensed Landscape Architect and a Professional Wetland Scientist and the senior member of the Greenwich Inland Wetlands and Watercourses Agency. My partner, Katherine Throckmorton is also an licensed Landscape Architect and a Certified Profession in Sediment and Erosion Control and is a member of the Wilton Conservation Commission.

A review of the enclosed information should indicate to the reviewing committee that ELS is highly qualified for this assignment based on our experience and expertise within the field of wetlands and watercourses and regulations of the same. I have enjoyed the opportunity to work these past thirteen years for the City of Bridgeport and its Inland Wetlands and Watercourses Agency and would be pleased to continue to provide these services.

Sincerely,



Matthew J. Popp, Principal

bridgeport iwwa-rfq-2008.wpd

**Environmental Land Solutions, LLC**

8 Knight Street, Suite 203  
Norwalk, CT 06851

Request for Qualifications  
PEB 1486

**Inland Wetlands Consultant**  
for the  
**Inland Wetlands and Watercourses Agency**  
City of Bridgeport

June 2008

The following information corresponds directly to the items listed under "Form and Content of Submission" portion of the RFQ.

1. **Letter of Transmittal.**

See attached cover letter.

2. **Services to be Provided / Principal Staff to Complete Task.**

- A. Environmental Land Solutions, LLC (ELS) will continue to provide the professional consulting services necessary to support the Inland Wetlands and Watercourses Agency (IWWA) in its efforts to protect the City's wetlands and watercourses while allowing for the rights of a property owner to develop his or her land in an environmentally-responsible and balanced manner. ELS will provide, but is not necessarily limited to, the specific services listed below:

1. Standard Application Review.
  - a. Review of application forms to insure their proper filing.
  - b. Review of site development plans.
  - c. Visit sites to inventory and evaluate the natural resources of the property.
  - d. Meet with applicants to review scope of project as needed.
  - e. Review the City of Bridgeport Engineering Department reports relating to the application.
  - f. Prepare Application Summary reports which are submitted to the Agency members. Reports describe the existing conditions, functions of the wetlands and watercourses, proposed development, potential impacts to the regulated areas, potential measures to mitigate for impacts, and options available to the Agency including potential special conditions of permit approvals.
  - g. Attend Agency meetings.
  
2. Permit Compliance.
  - a. Review revised site plans per permit conditions. Send a confirmation letter to an applicant.
  - b. Visit site to insure permit compliance.
  - c. Prepare field reports as needed to document project conditions (i.e., status of erosion controls and mitigation measures).
  - d. Report project status to Agency.
  - e. Review of project at completion for release of any bonding.
  
3. Violation Review (As requested by IWWA Clerk).
  - a. Inspect site to determine if violation has occurred.
  - b. Send Violation Notice to land owner.
  - c. Review permit application regarding violation if required.
  
4. Routine Administrative Tasks.
  - a. Preparation of Decision Notices (i.e., Permits).
  - b. Send IWWA consultant's reports to applicants and their consultants.
  - c. Project coordination with William Minor, IWWA Clerk.
  - d. Review of Start and Finish Cards.
  
5. Miscellaneous Tasks.

- a. Revise IWWA Regulations to correspond to updated State Statutes as necessary.
- b. Review and revise Fee Schedule as necessary.
- c. Correspond with Department of Environmental Protection (DEP) staff as needed.
- d. Inform IWWA members of upcoming Department of Environmental Protection education seminars.
- e. Project coordination with the City Attorney as needed.
- f. Review projects in adjacent municipalities which are within 500' of Bridgeport borders per IWWA state statutes.
- g. As done in the past, ELS will also review Coastal Area Management (CAM) applications as requested.

B. ELS will continue to use the following principal personnel to successfully complete the above tasks:

1. Matthew Popp  
Professional Wetland Scientist  
Landscape Architect
2. Katherine Throckmorton  
Certified Professional In Sediment and Erosion Control  
Landscape Architect  
NOFA Organic Land Care Accredited Professional

### 3. **Supporting Personnel.**

Based on past experience, no additional support services or personnel are anticipated to be needed to work on this project.

### 4. **Organization Structure and Qualification of Firm.**

ELS is a private consulting firm specializing in wetland analysis and impact assessments, environmental site planning, CAM reports, landscape architecture, habitat restoration, regulatory compliance, and mitigation design plans. ELS provides a full range of licensed landscape architectural and environmental land consulting services to commercial, corporate, industrial, institutional, municipal and residential clients. We are experienced team players working with architects, engineers, hydrogeologists, soil scientists and other professionals involved in land use development. ELS's staff has a distinguished history of efficiently securing project approvals from federal, state and local regulatory agencies. ELS prepares Site Plans, Environmental Impact Statements and Assessments, Coastal Area Management reports, inland and tidal wetland mitigation plans, environmental site monitoring, and local, state and federal inland and tidal wetland permitting.

See attached resumes for further information.

**5. Description of the Methodology to Perform Tasks.**

Over the past thirteen years, ELS has developed a methodology for performing consulting services for the Agency with regard to new applications. This process includes the review of the application materials for completeness, visiting the sites and evaluating the natural resources and conditions of the land, consulting with the applicants and his or her consultants with regard to the need for more detailed information, preparing timely agenda summaries for the Agency and presenting the information to the Agency at its meetings/hearings.

At the time the Agency is prepared to render a decision on an application, we provide the members with options for approval or denial with suggested conditions of approval and suggested findings of fact for approval or denial. This enables the Agency to make a decision with findings on the record which are consistent with the Connecticut General Statutes, Sections 22a-36 through 22a-44 thereby reducing the potential for costly and often lengthy appeals.

**6. List of Municipality References.**

During the past six years ELS has worked with the following municipalities regarding environmentally-related consulting services:

- a. Inland Wetlands Agency, Trumbull, CT  
Review of wetland application for Agency.
- b. Planning and Zoning Commission, Wilton, CT  
Site monitoring for sediment and erosion controls.
- c. School Building Committee, Fairfield, CT  
Preparation of environmental reports and wetland mitigation plans for the proposed Burr Street School and McKinley School.
- d. City of Stamford, CT  
Assist in the design for the Mill River Park, Main Street Park, and Cove Island Wildlife Sanctuary.
- e. Parks and Recreation, Town of Wilton, CT  
Preparation of wetland application materials and site planning for local parks/play fields.

Please refer to the attached Select Environmental Project List for additional related experience.

**7. Geographic Location of Firm.**

ELS is located at: Environmental Land Solutions, LLC  
8 Knight Street, Suite 203  
Norwalk, CT 06851

ELS contact information: Telephone No.: (203) 855-7879  
Fax: (203) 855-7836  
Email: [landscape@snet.net](mailto:landscape@snet.net)  
Web Site: [www.elsllc.net](http://www.elsllc.net)  
Tax ID #: 06-1432004

**8. Fee Structure.**

ELS will bill the Client on an hourly basis with a professional discount of approximately 35% from our standard billing rates. The hourly rate to be billed to the City will be \$85.00. Invoices shall be sent monthly and include a breakdown of tasks completed for that period.

ELS will be reimbursed at the cost for all expenses incurred in connection with the project by the Client. As is our current practice, no mark up will be applied to reimbursable items. Invoices will be submitted on a monthly basis. Invoices for services performed on a Time Basis and for Reimbursable Expenses will be based upon actual time and/or expenses incurred. Payments are due within sixty (60) days from the receipt of invoice.

**9. Services Rendered to Municipalities (within the past 5 years).**

- a. City of Bridgeport, CT  
Consultant to the Inland Wetlands and Watercourses Agency  
William Minor Tel: (203) 576-7222
- b. Planning and Zoning Commission, Wilton, CT  
Site monitoring for sediment and erosion controls.  
Robert Nerney Tel: (203) 563-0185
- c. Engineering Department, Town of Stratford, CT  
Broadbridge Road - environmental site monitoring services  
John Casey Tel: (203) 385-4006
- d. City of Stamford, CT  
Design of Cove Island Wildlife Sanctuary.  
Erin McKenna Tel: (203) 977-4715  
Paul Ginotti, P.E. Tel: (203) 977-4856

- e. Parks and Recreation, Town of Wilton, CT  
Preparation of wetland application materials and site planning for play fields.  
Steve Pierce Tel: (203) 834-6234

**10. Other Relevant Information.**

ELS staff who will be working on this project volunteer locally with similar agencies. Mr. Popp is currently a member of the Greenwich Inland Wetlands and Watercourses Agency, past Board member of Audubon Greenwich, and a member of the Calf Island Conservancy friends group). Ms. Throckmorton is currently a member of the Wilton Conservation Commission. Ms. Throckmorton previously worked for the Town of Wilton as a planner.

Certificates of Insurance are to be provided to the City of Bridgeport.

**11. Other Consultants to be Utilized.**

ELS will continue to fully provide the wetland consulting services as requested by the IWWA and the Office of the City Attorney when applicable. No outside consultants are expected to be used.

## Select Environmental Project List

### Airport Development:

Tweed New Haven Airport, Connecticut  
EIS for Runway Safety Improvements, Tidal Wetland Mitigation Plans

Tweed New Haven Airport, Connecticut - Aircraft Rescue and Fire Fighting Facility  
CAM and Local Permitting

### Commercial / Retail Development:

The Boulevard (Office Building), Newtown, Connecticut  
Environmental Assessment, Landscape Plan, and Permitting

Marriott, Orange, Connecticut  
Landscape Plan, Wetland Permitting and Mitigation Plan

Milford Crossing, Boston Post Road, Milford, Connecticut  
Environmental Assessment and Wetland Permitting

Staples, Richards Avenue, Norwalk, Connecticut  
Landscape Plan

Stop & Shop, Connecticut Avenue, Norwalk, Connecticut  
Landscape Plan, Wetland Permitting and Construction Monitoring

Stop & Shop, Main Street Norwalk, Connecticut  
Environmental Permitting and Site Monitoring

Stew Leonard's, Marsh Hill Road, Orange, Connecticut  
Environmental Permitting and Mitigation Planning

Wilton Campus, Danbury Road, Wilton, Connecticut  
Wetland Permitting and Mitigation

### Golf Courses:

Burning Tree Golf Course, Greenwich, Connecticut  
Wetland Permitting and Mitigation Planning for Drainage Improvements

Great River Golf Course and Residential Community, Milford & Orange, Connecticut  
CAM, Environmental Assessment Report, Inland Wetland Permitting, Creation, & Landscape  
Plan

Innis Arden, Greenwich, Connecticut  
Environmental Permitting and Mitigation Habitat Enhancement & Landscape Plan

H. Smith - Richardson Golf Club, Fairfield, Connecticut  
Land Use Evaluation for Expansion

Hoydens Hill Open Space Area - Driving Range, Fairfield, Connecticut  
Environmental Analysis

Pistol Creek Golf Course, Middletown & Berlin, Connecticut  
Wetland Mitigation Monitoring

Redding Country Club, Redding, Connecticut  
Environmental Assessment and Wetland Mitigation Planning

Sterling Farms Golf Course, Stamford, Connecticut  
Environmental Planning and Permitting

Wee Burn Country Club, Darien, CT  
Wetland Permitting and Mitigation Planning

#### **Institutional Developments:**

Brunswick School, King Street, Greenwich, Connecticut  
Local Regulatory Permitting

Burr Street Elementary School, Fairfield, Connecticut  
Environmental Permitting and Landscaping

Darien High School, Darien, Connecticut  
Environmental Permitting

Greens Farms Academy, Greens Farms, Connecticut  
New Athletic Facility Landscape Plan and Permitting

Manor Care, Inc., Wilton, Connecticut  
Wetland Permitting and Mitigation Plan

McKinley Elementary School, Fairfield, Connecticut  
Environmental Permitting and Landscaping

Wakeman Boys and Girls Club, Southport, Connecticut  
Site Design and Planning

## **Municipal Projects:**

City of Bridgeport, Connecticut  
Inland Wetlands and Watercourses Agency Consultant

Town of New Canaan, Connecticut  
Inland Wetland Consultant - Legal Case

Town of Wilton, Connecticut - Recreational Fields  
Wetland Evaluation, Permitting and Design

## **Multifamily and Single Family Developments:**

Briar Ridge, Danbury, Connecticut  
Wetland Permitting and Mitigation Planning

Cascade Trails Trailer Park, Milford, Connecticut  
Environmental Assessment and Mitigation Planning

Glover Avenue (Building & Land Technology), Norwalk, Connecticut  
Restoration of Norwalk River Bank Planting Plan

Grumman Hill Village, Wilton, Connecticut  
Wetland Permitting, Mitigation Planning, and Environmental Monitoring

Kensington Woods (Building & Land Technology), Larson Drive, Danbury, Connecticut  
Environmental Assessment and Habitat / Wetland Buffer Planting Plan

Federal Road (388-414), Brookfield, Connecticut  
Environmental Assessment

Lexington Mews (Baker Residential), Old Brookfield Road, Danbury, CT  
Environmental Assessment and Planning

Linden Street (Grey Rock), Norwalk, CT  
Inland Wetlands Permitting and Landscape Planting Design

MacArthur Road, Stamford, Connecticut  
Landscape Plan and Inland Wetlands Permitting

Pepper Ridge Road, Stamford, CT  
Landscape Plan and Environmental Permitting

Route 123 (New Canaan Way), Norwalk, CT  
Inland Wetlands Permitting and Landscape Planting Design  
*Awarded "Best Cluster Development" in the state by the Home Builders Association of Connecticut*

Saugatuck Landing (Toll Brothers), Norwalk, Connecticut

Permit Compliance - Environmental Site Monitoring

Wallenberg Drive, Lot 34, Stamford, Connecticut  
Environmental Assessment, Vernal Pool Study, and Wetland Permitting

**Nature Centers:**

Audubon Center at Bent of the River, Southbury, Connecticut  
Habitat Design Plans

Audubon Greenwich, Nature Education Center, Greenwich, Connecticut  
Site Landscaping Plans, Backyard Habitat Display Gardens, Meadow Management Plan

Cove Island Park, Stamford, Connecticut  
Trail and Habitat Enhancement Plan for Audubon CT

Fairchild Gardens, Greenwich, Connecticut  
Native Landscape Plan for Sanctuary Entry, Handicap Walkway and Design of Interpretive Shelters

Gimbel Sanctuary (Greenwich Audubon Society), Greenwich, Connecticut  
Sanctuary Master Plan, Habitat Management Plan, and Inland Wetland Permitting

Obtuse Hill Road, Gurski Nature Preserve, Town of Brookfield, CT  
Master Site Plan

Oneida Marsh Boardwalk (Greenwich Audubon Society), Greenwich, Connecticut  
Site Design and Permitting

SoundWaters, Stamford, Connecticut  
Bird and Butterfly Gardens

**Subdivisions:**

Bennett's Pond, Ridgefield & Danbury, Connecticut  
Environmental Assessment and Permitting

Hilltop Farm, Route 159, Suffield, Connecticut  
Management Plan for the Protection of Nesting Bald Eagles

Hoydens Hill Road (BHC), Fairfield, Connecticut  
Landscape Plan, Permitting and Environmental Assessment

Ridgebury Subdivision, Ridgefield, Connecticut  
Mitigation Planning and Permitting

Wallens Hill Road, Winchester, Connecticut  
Environmental Assessment and Master Planning



**HOUSING & COMMUNITY DEVELOPMENT  
CITY OF BRIDGEPORT, CONNECTICUT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-8144  
FAX 332-5568

**ANDREW J. NUNN**  
CAO

**ALANNA C. KABEL**  
Deputy CAO of  
Housing and Community  
Development Agency

**BILL FINCH**  
Mayor

Comm. #217-07 Ref'd to ECD & Environment Committee On 11/3/2008

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**INTEROFFICE MEMORANDUM**

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**TO:** FLEETA HUDSON, CITY CLERK  
**FROM:** CHRISTINA KAZANAS, CENTRAL GRANTS   
**SUBJECT:** GRANT PROPOSAL SUBMISSION  
**DATE:** OCTOBER 28, 2008  
**CC:** ALANNA KABEL, ANDY NUNN, ADAM WOOD, CHARLIE CARROLL, TED GRABARZ

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The City of Bridgeport, Central Grants Office seeks authorization for Mayor Bill Finch to submit an application to the *Section 319 Non-Point Source Program*. Please find the attached resolution and grant summary to be submitted to council for their next meeting. Please call me at 5664 if you need any additional information.

attachments

RECEIVED  
CITY CLERKS OFFICE  
08 OCT 29 AM 9:56  
ATTEST  
CITY CLERK



## GRANT SUMMARY

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PROJECT TITLE: U.S Environmental Protection Agency/Connecticut Department of Environmental Protection-Section 319 Non-Point Source Grant 2009

RENEWAL \_\_\_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Christina Kazanas-Grants Writer

PHONE NUMBER: 332-5664

### PROJECT SUMMARY/DESCRIPTION:

The City is seeking funding through the US EPA's Section 319 Non-Point Source Pollution program. The program, managed by the CT Department of Environmental Protection, seeks to develop and implement watershed-based plans (WBP) designed to correct non-point source pollution, which is defined as caused by diffuse sources that are not regulated as point sources and are normally associated with precipitation and runoff from the land or percolation related impairments. The City, through the Public Facilities Department, is developing a watershed plan for the Pequonnock River with the towns of Trumbull and Monroe and is seeking \$86,502 through this program to develop the plan.

CONTRACT DATES: Date of anticipated award and contract dates are not known.

### PROJECT GOALS AND PROCEDURES:

1. To continue the City's Pequonnock River Watershed Based Plan;
2. To develop a plan to address non-point source pollution to make the river cleaner.

---

**IF APPLICABLE**

FUNDING SOURCES (include matching/in-kind funds): FUNDS REQUESTED

Federal:

State: \$86,502

City: \$57,668 (in kind)

Other:

Salaries/Benefits:

Supplies: \$1,502

Transportation/Travel:

Other (explain):

Subcontracts: Yes X No \_\_\_\_\_

If yes, supply listing and dollar amount  
(please attach)

Consultant TBD: \$85,000

**WHEREAS**, *Section 319 of the federal Clean Water Act (§319)* establishes a national program to control nonpoint sources (NPS) of water pollution; and,

**WHEREAS**, the *§319 program* is administered by the *Connecticut Department of Environmental Protection's (CT DEP) Bureau of Water Protection and Land Reuse*, which is authorized by the U.S. Environmental Protection Agency to coordinate NPS water pollution prevention and mitigation efforts; and,

**WHEREAS**, The *section 319 grant program* is focused on developing and implementing *watershed-based plans (WBP)* designed to correct NPS related impairments, particularly those included on the "List of Connecticut Waterbodies Not Meeting Water Quality Standards"; and,

**WHEREAS**, The Pequonnock River is one such waterbody on the aforementioned list, particularly the sections that run through Trumbull, Monroe and Bridgeport; and,

**WHEREAS**, the City is engaged in the development of a Pequonnock River Watershed Based Plan with the towns of Monroe and Trumbull to identify and address non-point sources of pollution and develop an action strategy to reduce further polluting of the river; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, *Department of Public Facilities* submit an application to the *Section 319 Nonpoint Source Grant Program* for an amount not to exceed \$100,000 to continue the watershed based plan work being conducted.

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the *Section 319 Nonpoint Source Grant Program* for the continued development of a Pequonnock River watershed-based plan and,
2. That it hereby authorizes, directs and empowers the mayor, or his designees to execute and file such application with the, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



**HOUSING & COMMUNITY DEVELOPMENT  
CITY OF BRIDGEPORT, CONNECTICUT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-8144  
FAX 332-5568

**BILL FINCH**  
Mayor

**ANDREW J. NUNN**  
CAO

**ALANNA C. KABEL**  
Deputy CAO of  
Housing and Community  
Development Agency

Comm. # 218-07 Ref'd to ECD & Environment Committee on 11/3/2008

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**INTEROFFICE MEMORANDUM**

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**TO:** FLEETA HUDSON, CITY CLERK  
**FROM:** CHRISTINA KAZANAS, CENTRAL GRANTS   
**SUBJECT:** GRANT PROPOSAL SUBMISSION  
**DATE:** OCTOBER 28, 2008  
**CC:** ALANNA KABEL, ANDY NUNN, ADAM WOOD, CHARLIE CARROLL, TONT DEPRIMO

---

The City of Bridgeport, Central Grants Office seeks authorization for Mayor Bill Finch to submit an application to the *Coca Cola/National Recycling Coalition Recycling Bin Grant Program*. Please find the attached resolution and grant summary to be submitted to council for their next meeting. Please call me at 5664 if you need any additional information.

attachments

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TEST  
CITY CLERK



## GRANT SUMMARY

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PROJECT TITLE: Coca-Cola/National Recycling Coalition Recycling Bin Grant Program

RENEWAL \_\_\_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Christina Kazanas-Grants Writer

PHONE NUMBER: 332-5664

### PROJECT SUMMARY/DESCRIPTION:

The City is seeking a grant from the Coca-Cola/National Recycling Coalition Recycling Bin Grant Program for 10 outdoor recycling bins. The bins would be placed in various Downtown locations outside and nearby municipal buildings and parks, including City Hall, the Annex, McLevy Hall/Green, Baldwin Plaza, police headquarters, and the stairs at Golden Hill Street. There is no cash award; awardees will be provided, free of charge, up to 10 bins. The City's Public Facilities Department will be in charge of emptying bins and determining usage data. The bins will expand the City's recycling program and will seek to increase the city's low, but growing, recycling rates.

CONTRACT DATES: Date of anticipated award and contract dates are not known.

### PROJECT GOALS AND PROCEDURES:

1. Locate recycling bins at municipal buildings and parks in Downtown;
2. Increase recycling participation among residents of and visitors to Bridgeport;
3. Public Facilities/Recycling program will maintain bins and collect usage data to gauge effectiveness of bins/bin locations on recycling participation.

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**IF APPLICABLE**

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State:

City:

Other: **In-Kind contribution of materials from funder; no cost for bins.**

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain):

Subcontracts: Yes\_\_No\_\_X\_

If yes, supply listing and dollar amount  
(please attach)

**WHEREAS**, the *Coca Cola/National Recycling Coalition Recycling Bin Grant Program* supports local community recycling programs by providing recipients bins for the collection of beverage container recyclables in public settings; and,

**WHEREAS**, Bridgeport's environmental improvement & sustainability efforts encompass a comprehensive set of goals that include improvement of our recycling efforts to divert the flow of trash away from waste-to-energy facilities and landfills; and,

**WHEREAS**, the city's current recycling diversion rate is 6% of all recyclable materials and should be improved to 40% by the year 2015; and,

**WHEREAS**, bins procured through this grant will engage the public in recycling efforts in high-traffic municipal government buildings in Downtown Bridgeport, where over 2,500 employees and residents visit each day; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, *Department of Public Facilities* submit an application to the *Coca Cola/National Recycling Coalition Recycling Bin Grant Program* for recycling bins for the purpose of *providing recycling opportunities in Downtown Bridgeport and improving the City's recycling rates*,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the *Coca Cola/National Recycling Coalition Recycling Bin Grant Program* for publically accessible recycling bins in Downtown Bridgeport and,
2. That it hereby authorizes, directs and empowers the mayor, or his designees to execute and file such application with the *Coca Cola/National Recycling Coalition Recycling Bin*, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



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. # 219-07 Ref'd to ECD & Environment Committee on 11/3/2008

October 29, 2009

The Honorable City Council  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Disposition of City Owned Real Estate at 930 Main Street and 114 State Street

Dear Honorable Body:

Please find attached for your consideration a proposed resolution regarding the disposition of the aforementioned property, widely known as the Mechanics and Farmers Bank.

A representative of this office will be at your meetings, prepared to discuss all aspects of this recommendation. Thank you for your attention.

Sincerely,

Edward P. Lavernoich  
Deputy Director

Cc. Mayor Bill Finch  
Andrew Nunn, CAO  
Donald Eversley, OPED Director

Attachment

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**EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

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**PROJECT TITLE: Disposition of City Owned Real Estate at 930 Main Street and 114 State Street**

**SUBMISSION DATE: October 29, 2008**

**RENEWAL: NA**

**NEW: NA**

**DEPARTMENT SUBMITTING INFORMATION: OPED**

**CONTACT NAME: Edward Lavernoich**

**PHONE NUMBER: 576-7221**

**PROJECT SUMMARY/DESCRIPTION:**

**Sale of City Owned Real Estate via either Auction or Request for Proposals process.**

**CONTRACT DATES: NA**

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**IF APPLICABLE NA**

**FUNDING SOURCES (include matching/in-kind funds):**

Federal:

State:

City:

Other:

**FUNDS REQUESTED**

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain):

Subcontracts: Yes \_\_\_\_\_

No

If yes, supply listing and dollar amount (please attach)

A Resolution by the Bridgeport City Council  
regarding the  
Disposition of City Owned Real Estate at  
930 Main Street and 114 State Street

Whereas, the City of Bridgeport owns 930 Main Street and 114 State Street (the Properties), having acquired them in 2004 via a deed in lieu of foreclosure; and

Whereas, the City has received private sector inquiries regarding the availability of the Properties for purchase and rehabilitation; and

Whereas, the City is desirous of selling the Properties to a private sector party capable of placing them back into productive use, and back on to the City's property tax rolls;

Now, Therefore Be It Resolved that the Properties shall be sold by the City via either an Auction or Request for Proposals process, within the following parameters:

- 1) A minimum bid or offer price of \$500,000;
- 2) A requirement for significant investment in the rehabilitation and/or redevelopment of the Properties within a specified timeframe; and
- 3) The creation of a deed restriction or other mechanism in favor of the City to prohibit property tax exempt uses.

Further Be It Resolved that pursuant to the Auction or the Request for Proposals process, the Mayor is authorized to execute any contracts or agreements, or take any other such necessary actions consistent with and to effectuate the purposes of this resolution.



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. #220-07 Ref'd to ECD & Environment Committee on 11/3/2008

Donald C. Eversley  
Director

October 29, 2008

Bridgeport City Council  
C/o Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, Ct 06604

**Re: Resolution Regarding a Grant for the Completion of the Seaview Industrial Park Project administered by the Bridgeport Economic Development Corporation.**

Dear Honorable Body:

Please refer the attached resolution authorizing the filing of applications with the State of Connecticut to the Committee on Economic and Community Development and the Environment for its consideration and action.

Thank you,

Sincerely,

Edward P. Lavernoich  
Deputy Director

Cc: Mayor Finch  
Donald Eversley  
Adam Wood  
Andrew Nunn  
Stephen Tylistczak

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BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

Donald C. Eversley  
Director

**Resolution**

**Regarding a Grant for the Completion of the Seaview Industrial Park Project  
administered by the Bridgeport Economic Development Corporation.**

**Whereas**, the City Council of the City of Bridgeport on October 4, 1999 approved the East Side / East End Municipal Development Plan and authorized the Bridgeport Economic Development Corporation to implement said plan; and

**Whereas**, it is desirable and in the public interest that the Bridgeport Economic Development Corporation (BEDCO) of the City of Bridgeport and the Office of Planning and Economic Development of the City of Bridgeport implement said plan; and

**Whereas**, the City of Bridgeport, the City Council and the Bridgeport Economic Development Corporation have adopted the East Side / East End Municipal Development plan to assist in efforts to stabilize, restore, enhance the quality of life, and promote economic redevelopment in the plan neighborhood; and

**Whereas**, the success of the MDP will result in additional industrial / commercial revitalization efforts being undertaken as well as housing preservation; and

**Whereas**, the Greater Bridgeport Regional Planning Agency, the Bridgeport Planning and Zoning Commission and the Board of Directors of BEDCO have approved of the East Side / East End MDP; and

**Whereas**, the MDP has been established in conformance with the provisions of Chapter 126, Chapter 132 and Chapter 558.1 of the Connecticut General; and

**Whereas**, the Master Plan for the City of Bridgeport and the Consolidated Economic Development Plan have all designated the plan area for continued and expanded industrial / commercial use and housing; and

**Whereas**, as intended by the Plan, BEDCO has been involved in the creation of new jobs, the retention of existing jobs, the creation of new and the reuse of old industrial space and had been instrumental in supporting the neighborhood through the installation of new sidewalks, lights and landscaping, as well as preserving existing homes through their relocation into the areas adjacent to the Deacon's Point Historic District consistent with the East End NRZ Plan ; and

**Whereas**, BEDCO has previously received funding from the State of Connecticut Department of Economic and Community Development (DECD and the Federal Economic Development Agency (EDA), in an aggregate amount totaling \$7,450,000; with a Total Project Budget, including revenues from all sources of \$8,400,000, that includes Community Capital – Grow Bridgeport Brownfield Revolving Loan Funds used to finance the remediation required by the project; and

**Whereas**, the actions taken by BEDCO have or will, following the work performed through this and prior grants, cause All Phase Construction to add to their recently completed 25,000 sf of new space - 23,000 sf of additional space that has received Planning & Zoning approval and is scheduled to be built in 2009 retaining 60 workers & creating 20 new jobs while leveraging \$4,500,000 in private investment; Rotair Industries to expand their existing business by 15-20,000 sf. while retaining 55 workers and creating new jobs while leveraging \$1,000,000 in private investment; and Brown Elevator to improve its existing 15,000 sf facility while retaining 16 jobs; and

**Whereas**, this grant will also assist the City and BEDCO to complete the residential portion of the project that includes 5 in-fill housing projects, 3 rehabs and 2 new construction, with 12 dwelling units, leveraging \$750,000 of new investment; and

**Whereas**, these funds will also assist in the elimination of blight-completing 3 residential demolitions and a clean-up of the Williston Street site; while creating a uniform site plan for the industrial campus, including storm and sanitary sewer separation, new lighting, signage, parking, fencing & gating, security, landscaping, curbs, sidewalks and road paving, leveraging some \$500,000 in other investments to enable the re-use of 80,000 sf at the former Parallax site and assist in the creation of a Seaview Industrial Park Association to better manage site security & parking; and

**Whereas**, the State of Connecticut Department of Economic & Community Development ( DECD) is desirous of continuing to fund the existing project towards completion through the issuance of an additional Grant to the City of Bridgeport in the amount of \$750,000;

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council hereby authorizes the Mayor to execute and file applications, accept awards and execute all other documents necessary to implement the intent of this Resolution on behalf of the City of Bridgeport with the State of Connecticut and Bridgeport Economic Development Corporation in an amount not to exceed \$750,000 ( Seven Hundred and Fifty Thousand Dollars) for the purposes of assisting in the completion of the Seaview Industrial Park Project.

**\*206-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances;  
Title 5, Business Licenses and Regulations relating to  
Fees.

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

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

*Shirley A. Williams*

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 **Ordinances** begs leave to report; and recommends for adoption the following resolution:

## \* 206-07 CONSENT CALENDER

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that various sections contained within Title 5, BUSINESS LICENSES AND REGULATIONS, relating to Fees, are hereby amended as follows:

### **Article II Massage Establishment Permit 5.12.130 Filing of application-Fee.**

Each applicant for a permit to operate a massage establishment shall file an application with the chief of police and pay a filing fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)**, and a filing fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** with the health director, which filing fees shall not be refundable. (Ord. dated 1/6/92 (part): prior code § 19-132)

### **Article III Massage Therapy Permit 5.12.210 Issuance of permit-Fee.**

A. The chief of police shall issue a massage therapy permit or notify the applicant of his/her denial within thirty (30) days after such application. A permit shall be issued upon finding:

1. That the applicant is at least eighteen (18) years of age;
  2. The applicant is a massage therapist as defined in this chapter;
  3. That the applicant has not been convicted within five years immediately preceding the date of the application of a crime involving the unauthorized practice of the healing arts, sexual misconduct, obscenity, or any other offenses of prostitution, pandering or solicitation of a lewd or unlawful act;
  4. The applicant has not in this or any other state within the three years immediately preceding the date of the application had a massage or similar business license or permit suspended or revoked for a reason or reasons that would authorize the chief of police to revoke a permit under this chapter;
  5. The applicant has complied with, furnished all information, documents and certificates required and meets the requirements set forth in Section 5.12.200; and
  6. The applicant has paid the requisite application and permit fees.
- B. The fee for a massage therapy permit shall be [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)**.



Report of Committee on Ordinances  
 \*206-07 CONSENT CALENDAR

C. All permits issued under this section shall be carried on the person of or within immediate access to the permitted massage therapist at all times the permitted massage therapist is engaging in or carrying on massage therapy whether at a massage establishment or in an outcall massage service. (Ord. dated 1/6/92 (part): prior code § 19-140)

**5.16.010 Barber shop/beauty salon/hair braiding-License fee.**

A. The fee for the issuance of a license to operate a barber shop or beauty salon or an establishment which provides hair braiding services shall be [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** Once issued a license to operate a barber shop or beauty salon, or an establishment which provides hair braiding services each licensee shall pay on or before June 1st of each subsequent year an annual license fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)**.

B. In the event that the reapplication for license and the receipt of payment for such license is not obtained by the department of health on or before June 1st, the license shall increase to [two hundred dollars (\$200.00)] **three hundred dollars (\$300.00)**. (Ord. dated 5/21/90 (part): prior code §§ 14-305, 19-10)

**5.24.020 License-Fee-Issuance-Term.**

The chief of police shall, upon the payment of [fifty dollars (\$50.00)] **seventy-five dollars (\$75.00)** for the use of the city, issue to any person whom he shall find to be discreet, honest and temperate a numbered license to carry on the business of an auctioneer for a term of one year from the date thereof. (Ord. dated 12/21/92 § 75(a); prior code § 7-2)

**5.28.090 Fees.**

A. The license fee for the license required by this chapter shall be as follows:

1. For a period not exceeding fifteen (15) days	[\$ 25.00]; <b>\$50.00</b>
2. For a period not exceeding thirty (30) days	[ 50.00]; <b>\$100.00</b>
3. For a period not exceeding sixty (60) days	[ 75.00]; <b>\$150.00</b>
4. For a period not exceeding ninety (90) days	[100.00] <b>\$200.00.</b>

B. In each instance a further fee of [one dollar (\$1.00)] **two dollars (\$2.00)** per thousand dollars (\$1,000.00) of the cost of the merchandise to be sold under such license as set forth in the inventory shall be filed with the application for the license. (Prior code § 19-116)



Report of Committee on Ordinances  
 \*206-07 CONSENT CALENDAR

**5.32.150 Fees-Expiration.**

Upon the issuance of the license as provided for in this article, the applicant shall pay a fee as follows to the clerk of the department of health and social services: for each plant, [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**; for each press-shop, [one dollar (\$1.00)] **two dollars (\$2.00)**; and for each bobtail cleaner, [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**. Such fees are to be paid each year or part of a year in advance. The license so issued shall expire within one year from date of issuance and shall not be transferable. (Prior code § 17-33)

**5.36.020 License fees.**

The following sums shall be charged for licenses required by Section 5.36.010:

A. For each exhibition of any circus or menagerie	[\$ 50.00] <b>\$100.00.</b>
B. For all places where any other form of public amusement or exhibition is given:	
1. Where the seating capacity is less than four hundred (400), per year	[ 50.00] <b>\$100.00.</b>
Or at the option of the person in charge, per night	[5.00] <b>\$10.00;</b>
2. Where the seating capacity is more than four hundred (400), per year	[ 75.00], <b>\$150.00</b>
Or at the option of the person in charge, per night	[ 5.00] <b>\$10.00;</b>
3. Where the seating capacity is more than seven hundred (700) and less than twelve hundred (1,200), per year	[ 100.00] <b>\$200.00.</b>
Or at the option of the person in charge, per night	[ 10.00] <b>\$20.00;</b>
4. Where the seating capacity is more than twelve hundred (1,200), per year	[ 150.00] <b>\$300.00,</b>
Or at the option of the person in charge, per night	[15.00] <b>\$30.00.</b>
C. In case of dispute the mayor shall determine the seating capacity of any such place, and his decision shall be final and conclusive.	

(Prior code § 5-16)



Report of Committee on Ordinances  
**\*206-07 CONSENT CALENDAR**

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**5.36.050 Outdoor exhibition license fee.**

The fee for an outdoor exhibition license required by Section 5.36.040 shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)**. (Prior code § 5-19)

**5.46.020 License.**

A. Any person desiring to engage in the junk dealer business shall make application to the chief of police of the city of Bridgeport for such a license. The license shall be issued annually as of October first and the license fee shall be [ten dollars (\$10.00)] **two hundred and fifty dollars (\$250.00)**. Prior to issuing the license the applicant shall submit proof of the junk yards compliance with the city of Bridgeport zoning regulations and that all taxes and other fees are not in arrears. No license shall be issued where there is a violation of zoning ordinances and/or where taxes and fees are in arrears.

The chief of police shall issue such license to suitable persons and may revoke such license for cause.

A person is not a suitable person who has been convicted of a felony involving moral turpitude within the previous fifteen (15) years. The chief of police, or his designee, may take fingerprints of the applicant and may submit such fingerprints to the Federal Bureau of Investigation for a national criminal history records check.

B. The junk dealer shall submit the name and address of any employee to the chief of police. (Ord. dated 10/3/05 (part))

**5.46.040 Penalty.**

The police chief may assess the following penalties which are in addition to those set forth in Connecticut General Statutes Section 21-13:

A. The chief of police may revoke the junk dealer's licenses for cause; and/or

B. Assess a [one hundred dollars (\$100.00)] **two hundred and fifty (\$250.00)** penalty for each violation. (Ord. dated 10/3/05 (part))



Report of Committee on Ordinances  
**\*206-07 CONSENT CALENDAR**

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**5.48.070 License fees.**

A.1. The fee for the issuance of a vendor's license issued pursuant to this chapter shall be [one hundred (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** dollars per license period. There shall be an additional fee of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** for each additional agent of the applicant, but the total fee for any applicant for a license shall not exceed [two hundred dollars (\$200.00)] **two hundred and fifty dollars (\$250.00)**.

2. The fee for the issuance of a special event license shall be [fifty (\$50.00)] **seventy-five dollars (\$75.00)** dollars.

B. The fee provisions of this chapter shall not apply to any person or entity entitled to an exemption pursuant to the Connecticut General Statutes.

C. The fee provisions of this chapter may be waived by the chief of police for a nonprofit organization exempt from federal taxation by Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code of the United States, as from time to time amended. (Ord. dated 1/21/97 (part))

**5.76.080 License-Fee-Term.**

A wrecker license shall be issued to a successful applicant under this chapter after payment to the chief of police of a license fee of [three hundred sixty-five dollars (\$365.00)] **four hundred and fifty dollars (\$450.00)** for each year thereof. Unless sooner revoked, such license shall expire on April first of each year. (Ord. dated 12/21/92 § 71: prior code § 30-21)

**5.80.010 Weighing and measuring devices Definitions Conduct License requirements Exemption Penalties.**

A. Definitions. For the purposes of this chapter:

"Capacity" means measure of capacity as rated by the manufacturer.

"Crane scale" means a weighing device having normal capacity of five thousand (5,000) pounds or more and designed to weigh loads which are freely suspended from an overhead, track-mounted crane.

"Hopper scale" means a weighing device designed for weighing bulk commodities and whose load-receiving element is a tank box or hopper mounted on a weighing element.

"Load-rack meter" means a measuring device affixed to a loading platform at which a vehicle tank is filled.

"Motor fuel dispenser meter" means a device for the measurement and delivering of liquids used as fuel for internal combustion engines.



Report of Committee on Ordinances  
\*206-07 CONSENT CALENDAR

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"Scale" means any weighing device used in commercial trade and not otherwise covered by this chapter.

"Vehicle tank meter" means a measuring device which is affixed to a vehicle-mounted tank.

B. Prohibited Conduct. No person shall operate or maintain a weighing or measuring device for commercial purposes unless he has obtained a license from the city sealer. Connecticut State Statutes mandate yearly inspections of weighing and measuring devices. Any device not properly licensed will be condemned. No device will be tested or sealed unless proper licensing has been obtained. Anyone using a condemned device is operating illegally by using an unsealed device. Other penalties may apply at the state level for this violation. (Sec. 43 inclusive of the Connecticut State Statutes.)

C. License Requirements. The city sealer shall not issue a weighing and measuring device license unless:

1. Such device has been inspected and approved by the city sealer;
2. Each applicant furnishes such information relative to the application for a weighing and measuring device license as the city sealer shall require; and
3. Each applicant pays the following annual license fee on or before February 1st of each year:

a. Retail motor fuel dispenser meters: [fifty dollars (\$50.00)] **fifty-five dollars (\$55.00)** per meter.

b. Vehicle tank and load rack meters: [one hundred fifty dollars (\$150.00)] **one hundred and sixty dollars (\$160.00)** per meter.

c. Taxi cab meter: [thirty-five dollars (\$35.00)] **forty dollars (\$40.00)** per meter.

d. Scales:

i. 050 lb. capacity: [thirty-five dollars (\$35.00)] **forty dollars (\$40.00)** per device.

ii. 512,999 lb. capacity: [one hundred thirty dollars (\$130.00)] **one hundred and forty dollars (\$140.00)** per device.

iii. Over 3,000 lb. capacity: [one hundred ninety dollars (\$190.00)] **two hundred and five dollars (\$205.00)** per device.

iv. Hopper or crane scale: [two hundred fifty dollars (\$250.00)] **two hundred and seventy dollars (\$270.00)** per device.

v. Vehicle tank and loading rack meters: [one hundred fifty dollars (\$150.00)] **one hundred and sixty-five dollars (\$165.00)** per meter.

D. Exemption. Any city-owned device which includes any device bought and/or operated by a city department through the city of Bridgeport general fund will be exempted from fee payment under this chapter.

E. Penalties. The penalty for violation of any provision of this section shall be a fine of one hundred thirty dollars (\$130.00) per device. Each day in which a device shall not be



Report of Committee on Ordinances  
**\*206-07 CONSENT CALENDAR**

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duly registered shall be considered a separate violation subject to a fine of one hundred thirty dollars (\$130.00). (Ord. dated 10/17/05; Ord. dated 6/6/94 (part); Ord. dated 5/6/91 (part); prior code § 19-72)

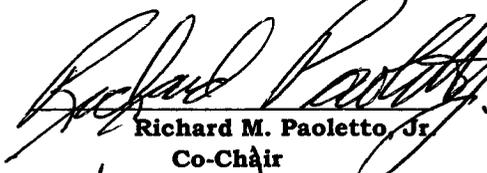
**5.80.060 Fees for use of public scale.**

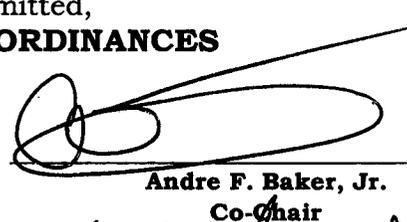
A. Whenever the city sealer of weights and measures as public weigher or any person designated by him to operate the public scale is called upon to weigh any article, he shall do such weighing in conformity to law and shall charge and collect a fee of [ten dollars (\$10.00)] **twenty-five dollars (\$25.00)** per device.

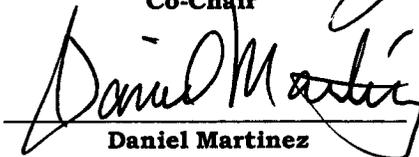
B. All fees received for weighing at the public scale shall be turned over to the city sealer of weights and measures, and he shall, as public weigher, pay over to the director of finance by close of the next business day the amount of fees collected and received by him with a statement of the name and address of the person for whom such weighing was done, a description of the articles weighed and the amount of fees collected. (Ord. dated 6/6/94 (part); Ord. dated 5/6/91 (part); prior code § 19-68)

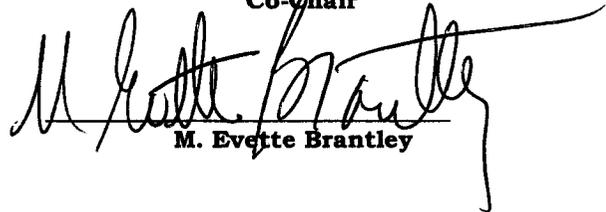
Respectfully submitted,

**THE COMMITTEE ON ORDINANCES**

  
Richard M. Paoletto, Jr.  
Co-Chair

  
Andre F. Baker, Jr.  
Co-Chair

  
Daniel Martinez

  
M. Evette Brantley

Robert P. Curwen, Sr.

Richard Bonney

  
Brian Crowe

City Council Date: November 3, 2008

**\*208-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances, Title 12, Street, Sidewalks and Public Places relating to Fees.

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

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

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

*Shirley A. Henderson*

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 **Ordinances** begs leave to report; and recommends for adoption the following resolution:

## \* 208-07 CONSENT CALENDER

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that various sections contained within Title 12, STREETS, SIDEWALKS AND PUBLIC PLACES, relating to Fees, are hereby amended as follows:

### Article I In General

#### 12.08.080 Sidewalk permit fee.

There is established a fee of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** for the issuance of a sidewalk permit from the public facilities office. (Ord. dated 12/21/92 § 75(f); Ord. dated 2/19/91 (part): prior code § 27-92.1)

### Article II Sidewalk, Curb, Gutter and Driveway Construction and Repair.

#### 12.08.120 Contractor's license fee.

The annual license fee for the license required by Section 12.08.090 shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)**. (Ord. dated 2/19/91 (part): prior code § 27-79)

### Article II Permits

#### 12.12.110 Excavation permit for street openings where pavement is laid-Fee.

A fee of [five dollars (\$5.00)] **twenty dollars (\$20.00)** for each excavation permit for combined sewers and a fee of [ten dollars (\$10.00)] **seventy-five dollars (\$75.00)** for each excavation permit for storm and sanitary sewers shall be paid to the director of public facilities for permits granted by him under Section 12.12.100. (Ord. dated 12/21/92 § 75(f); prior code § 27-63)

### Article II Permits

#### 12.12.150 Public utility excavations-License fee.

The annual fee for the license required by Section 12.12.120 shall be [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**. (Prior code § 27-67)



**Report of the Committee on Ordinances  
\*208-07 Consent Calendar**

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**Article II Permits**

**12.12.200 Public utility excavations-Permit fee.**

The fee for the permit required by Section 12.12.180 shall be [five dollars (\$5.00)] thirty-five dollars (\$35.00). (Prior code § 27-72)

**12.16.220 Permit to occupy portion of street-Fee.**

A fee of [ten dollars (\$10.00)] thirty-five dollars (\$35.00) shall be paid to the director of public facilities for the use of the city for each month or part thereof that any street or sidewalk shall be occupied or closed pursuant to the permit authorized by Section 12.16.210. (Ord. dated 12/21/92 § 75(f); prior code § 27-94)

Respectfully submitted,

**THE COMMITTEE ON ORDINANCES**

Richard M. Paoletto, Jr.  
Co-Chair

Andre F. Baker, Jr.  
Co-Chair

Daniel Martinez

M. Evette Brantley

Robert P. Curwen, Sr.

Richard Bonney

Brian Crowe

**\*209-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances,  
Title 15, Buildings and Construction relating to Fees.

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

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

*Heidi A. Hudson*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

**\* 209-07 CONSENT CALENDER**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that various sections contained within Title 15, BUILDINGS AND CONSTRUCTION, relating to Fees, are hereby amended as follows:

**15.08.010 Building permit and related fees.**

A. Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Except as set forth in subsections F, G, H, I and J of this section relating to pending school building projects, building permit fees as set forth in subsections A, B, and C of this section shall be applicable to all permits issued by the building department. Fees shall not apply to permits issued for municipal work performed by municipal employees.

1. Where the value of work does not exceed five hundred dollars (\$500.00) a fee of [thirty dollars (\$30.00)] **thirty-five dollars (\$35.00)**; where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of [forty dollars (\$40.00)] **fifty dollars (\$50.00)**; plus an additional [twenty dollars (\$20.00)] **twenty-five dollars (\$25.00)** for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).

2. Fee Schedule.

<b>Cost of work in dollars</b>	<b>Fee permit</b>	
\$ 1 to 500	[\$ 30.00]	<b>\$35.00</b>
501 to 1,000	[40.00]	<b>\$50.00</b>
1,001 to 2,000	[60.00]	<b>\$75.00</b>
2,001 to 3,000	[80.00]	<b>\$100.00</b>
3,001 to 4,000	[100.00]	<b>\$125.00</b>
4,001 to 5,000	[120.00]	<b>\$150.00</b>
5,001 to 6,000	[140.00]	<b>\$175.00</b>
6,001 to 7,000	[160.00]	<b>\$200.00</b>
7,001 to 8,000	[180.00]	<b>\$225.00</b>
8,001 to 9,000	[200.00]	<b>\$250.00</b>
9,001 to 10,000	[220.00]	<b>\$275.00</b>
Etc.		



**Report of the Committee on Ordinances  
\*209-07 CONSENT CALENDAR**

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B. Replacement of Hot Water Heaters.

1. Gas, Electric and Oil-Fired. A flat fee of [thirty dollars (\$30.00)] **thirty-five dollars (\$35.00)** for a permit to replace hot water heaters will be charged.

2. Electric and Oil-Fired, Wiring. A flat fee of [thirty dollars (\$30.00)] **thirty-five dollars (\$35.00)** for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

C. Certificate of Occupancy. A fee of [twenty-five dollars (\$25.00)] **one hundred dollars (\$100.00)** will be charged for a certificate of occupancy, and a fee of [five dollars (\$5.00)] **ten dollars (\$10.00)** will be charged for a duplicate certificate of occupancy.

D. [BOCA] **ICC** Regulations. The building department shall apply the [building officials and code administrators (BOCA)] **International Code Council (ICC)** "permit [fee schedule] **valuation tables**, " published biannually, when computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

E. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty.

F. Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Building permit fees as set forth in subsections F, G and H of this section shall be applicable to all permits issued by the building department for the fees relating to the construction and replacement projects of the West End School, North End School, South End School, Barnum School, Waltersville School, Newfield School and McKinley School. Fees shall not apply to permits issued for municipal work performed by municipal employees.

1. Where the value of work does not exceed five hundred dollars (\$500.00) a fee of twenty-five dollars (\$25.00); where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of thirty-two dollars (\$32.00); plus an additional sixteen dollars (\$16.00) for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).



**Report of the Committee on Ordinances  
\*209-07 CONSENT CALENDAR**

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2. Fee Schedule.

<b>Cost of work in dollars</b>	<b>Fee permit</b>
\$ 1 to 500	\$ 25.00
501 to 1,000	32.00
1,001 to 2,000	48.00
2,001 to 3,000	64.00
3,001 to 4,000	80.00
4,001 to 5,000	96.00
5,001 to 6,000	112.00
6,001 to 7,000	128.00
7,001 to 8,000	144.00
8,001 to 9,000	160.00
9,001 to 10,000	176.00
Etc.	

G. Replacement of Hot Water Heaters.

1. Gas, Electric and Oil-Fired. A flat fee of twenty-five dollars (\$25.00) for a permit to replace hot water heaters will be charged.

2. Electric and Oil-Fired, Wiring. A flat fee of twenty-five dollars (\$25.00) for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

H. Certificate of Occupancy. A fee of ten dollars (\$10.00) will be charged for a certificate of occupancy, and a fee of five dollars (\$5.00) will be charged for a duplicate certificate of occupancy.

I. BOCA Regulations. The building department shall apply the building officials and code administrators (BOCA) "permit fee schedule," published biannually, when computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

J. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty. (Ord. dated 3/6/06: Ord. dated 7/5/05: Ord. dated 8/5/02)



**Report of the Committee on Ordinances  
\*209-07 CONSENT CALENDAR**

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**15.12.280 Rooming houses and hotels License applications Display.**

A. Upon receipt of each application for the licensing of a rooming house, class I, rooming house, class II, or a hotel, either original or renewal, the housing code enforcement officer, chief of police, director of health, building officer and fire marshal of the fire department shall within seven days cause the premises to be inspected. He shall also transmit a copy of such application to the offices of planning and zoning. No license shall be issued until and unless the zoning enforcement officer has certified within seven days that the proposed use of the premises is a permitted use under the zoning regulations of the city. If the chief of police, zoning officer, director of health, building officer and fire marshal shall certify to the housing code enforcement officer that such premises comply with the terms thereof and other relevant ordinances, statutes and rules of the department of police, fire, health and zoning, the housing code enforcement officer shall, upon the payment of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** per structure plus five dollars (\$5.00) per room for rooming house, class I and rooming house, class II, and [seventy dollars (\$70.00)] **one hundred dollars (\$100.00)** per structure plus five dollars (\$5.00) per room for a hotel, issue a license to the applicant within fifteen (15) days after such certification. If either the chief of police, fire marshal, director of health, building officer and zoning officer certify to the housing code enforcement officer that the premises do not qualify for a license under this chapter, the application shall be denied. Each license shall expire one year from the date of its issuance unless sooner revoked in the manner herein provided.

B. Display of License. Each rooming house, class I, rooming house, class II, and hotel operator shall be responsible for plainly displaying the license granted to him under this chapter in a prominent place within such premises. (Ord. dated 7/5/05; Ord. dated 12/21/92 § 75(a); prior code § 16-38)

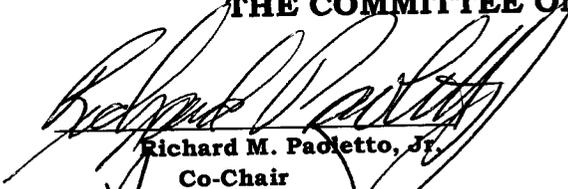


**Report of the Committee on Ordinances  
\*209-07 CONSENT CALENDAR**

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Respectfully submitted,

**THE COMMITTEE ON ORDINANCES**



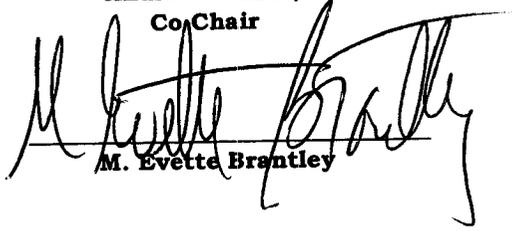
**Richard M. Paolitto, Jr.  
Co-Chair**



**Andre F. Baker, Jr.  
Co-Chair**



**Daniel Martinez**



**M. Evette Brantley**

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

\_\_\_\_\_  
**Richard Bonney**



**Brian Crowe**

City Council Date: November 3, 2008

**\*210-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances,  
Title 10, Vehicles and Traffic relating to Fees.

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

## **\* 210-07 CONSENT CALENDER**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that various sections contained within Title 10, VEHICLES AND TRAFFIC, relating to Fees, are hereby amended as follows:

### **10.12.010 Restrictions on stopping or parking generally Violations PenaltiesExemption.**

A. Violations. No person driving or controlling a vehicle shall stop or cause or permit the same to be stopped or parked:

1. Beyond the legal parking time established for such area or parked overtime in any parking meter space;
2. More than twelve (12) inches from the curb;
3. Upon or obstruct any crossing of any street;
4. Within the intersection of any street;
5. Within twenty-five (25) feet of any intersection or a marked crosswalk;
6. Within twenty-five (25) feet of a duly erected stop sign;
7. So to obstruct a driveway;
8. On a public sidewalk and/or any other portion (including, but not limited to, the curb and the grassy or dirt strip between the curb and the paved portion of the sidewalk) of the city's right-of-way other than the paved portion of the street;
9. So to obstruct the free movement of traffic and/or constitute a traffic hazard;
10. Within a designated handicapped parking space and who does not display an official state handicapped parking permit on their vehicle;
11. Within an established bus stop zone;
12. Within a fire zone marked "No Parking Fire Zone Tow Away Zone" and
13. Within ten feet of a hydrant.

B. Penalty. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of this section shall pay to the clerk of the police department the following sums:



**Report of the Committee on Ordinances  
\*210-07 CONSENT CALENDAR**

-2-

1. Beyond the legal parking time established for such area or parked overtime in any parking meter space, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
2. More than twelve (12) inches from the curb, [twenty dollars (\$20.00)] **thirty dollars (\$30.00)**;
3. Upon or obstruct any crossing of any street, [thirty dollars (\$30.00)] **forty dollars (\$40.00)**;
4. Within the intersection of any street, [thirty dollars (\$30.00)] **forty dollars (\$40.00)**;
5. Within twenty-five (25) feet of any intersection or a marked crosswalk, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
6. Within twenty-five (25) feet of a duly erected stop sign, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
7. So to obstruct a driveway, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
8. On a public sidewalk, [forty dollars (\$40.00)] **fifty dollars (\$50.00)**;
9. So to obstruct the free movement of traffic and/or constitute a traffic hazard, [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)**;
10. Within a designated handicapped parking space and who does not display an official state handicapped overtime parking permit on their vehicle, [ninety dollars (\$90.00)] **one hundred and fifteen dollars (\$115.00)**;
11. Within an established bus stop zone, [thirty-five dollars (\$35.00)] **forty-five dollars (\$45.00)**;
12. Within a fire zone marked "No Parking Fire Zone Tow Away Zone," [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)**;
13. Within ten feet of a hydrant, [sixty dollars (\$60.00)] **seventy dollars (\$70.00)**.



**Report of the Committee on Ordinances  
\*210-07 CONSENT CALENDAR**

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C. Additional Penalty. In the event any person fails to comply within fourteen (14) days from the date of issuance thereof, such person shall pay an additional sum as indicated in this subsection:

1. A violation of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)** increases to [forty dollars (\$40.00)] **sixty dollars (\$60.00)** per violation;
2. A violation of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** increases to [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** per violation;
3. A violation of [thirty dollars (\$30.00)] **forty dollars (\$40.00)** increases to [sixty dollars (\$60.00)] **eighty dollars (\$80.00)** per violation;
4. A violation of [thirty-five dollars (\$35.00)] **forty-five dollars (\$45.00)** increases to [seventy dollars (\$70.00)] **ninety dollars (\$90.00)** per violation;
5. A violation of [forty dollars (\$40.00)] **fifty dollars (\$50.00)** increases to [eighty dollars (\$80.00)] **one hundred dollars (\$100.00)** per violation;
6. A violation of [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)** increases to [ninety dollars (\$90.00)] **one hundred and ten dollars (\$110.00)** per violation;
7. A violation of [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** increases to [one hundred dollars (\$100.00)] **one hundred and forty dollars (\$140.00)** per violation;
8. A violation of [sixty dollars (\$60.00)] **seventy-five dollars (\$75.00)** increases to [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** per violation;
9. A violation of [ninety dollars (\$90.00)] **one hundred and fifteen dollars (\$115.00)** increases to [one hundred dollars (\$100.00)] **two hundred and thirty dollars (\$230.00)**.

D. Exemption. A vehicle shall not be in violation of this section which has become disabled to such an extent that it is impossible or impracticable to remove it, may be permitted to so remain for a reasonable time for the purpose of making repairs thereto or of obtaining sufficient assistance to remove it. Nothing in this section shall be construed to prohibit a vehicle from stopping or being held stationary by any police officer in an emergency to avoid accident or to give the right-of-way to any vehicle or pedestrian as provided by law. (Ord. dated 7/5/05; Ord. dated 6/6/05; Ord. dated 10/2/00; Ord. dated 5/15/89; prior code § 20-31)



**Report of the Committee on Ordinances  
\*210-07 CONSENT CALENDAR**

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**10.12.060 Nighttime parking Penalties.**

A. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of Sections 10.12.030 through 10.12.050 of this chapter, except for subsection B of this section, shall pay to the clerk of the police department the sum of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)**.

B. Any person, firm, corporation, partnership or association which has registered in his or its name any tractor with trailer, tractor, or any commercial vehicle which weighs ten thousand (10,000) pounds or more excluding its load which was parked in violation of Sections 10.12.030 through 10.12.050 of this chapter, who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked contrary to those sections shall pay the clerk of the police department the sum of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**.

C. In the event any person, firm, corporation, partnership or association fails to comply within fourteen (14) days from the date of issuance thereof, such person shall pay an additional sum as indicated herein:

1. A violation of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)** increases to [forty dollars (\$40.00)] **sixty dollars (\$60.00)** per violation.

2. A violation of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** increases to [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** per violation.

3. A violation of [ninety-five dollars (\$95.00)] **one hundred and fifteen dollars (\$115.00)** increases to [one hundred dollars (\$100.00)] **two hundred and thirty dollars (\$230.00)** per violation. (Ord. dated 7/5/05: prior code § 20-36)

**10.12.080 Illegal parking in a bus zone.**

A. No person driving or controlling a vehicle shall stop or park or cause or permit the same to be stopped or parked within an established bus stop zone.

B. Violators of this section shall be fined [twenty-five dollars (\$25.00)] **forty-five dollars (\$45.00)** payable to the department of police within fourteen (14) days. Violators who fail to pay within this period shall be fined an additional penalty of [fifteen dollars (\$15.00)] **forty-five dollars (\$45.00)**. (Prior code § 20-39)



**Report of the Committee on Ordinances  
\*210-07 CONSENT CALENDAR**

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**10.12.090 Parking unlocked motor vehicles.**

A. It is unlawful for any person operating or in charge of a motor vehicle to leave it unattended on any street, alley, used car lot or unattended parking lot without stopping the engine, locking the ignition and removing the keys.

B. Whenever any police officer of the city shall find any motor vehicle standing in violation of the foregoing conditions, he shall remove the keys and deliver such keys to the officer in charge at police headquarters to be held for and returned to such operator. The officer shall attach to the vehicle a tag stating where the keys may be claimed, and a duplicate of such tag shall be attached to the keys.

C. The registered owner of a vehicle found in violation of this section shall be presumed to be responsible for any such violation.

D. Any person violating this section shall be fined [fifteen dollars (\$15.00)] **thirty dollars (\$30.00)**. (Prior code § 21-21)

**10.20.060 Qualified towers-General requirements.**

A. Must have state of Connecticut used or new car dealer license or state of Connecticut motor vehicle repairer's license pursuant to Connecticut General Statutes Section 14-66.

B. Place of business must be located within boundaries of the city and must be in compliance with all pertinent state and local laws and regulations.

C. All principles of a tower and changes in ownership or registration thereto shall be identified and set forth in writing to the chief of police within twenty-four (24) hours.

D. Tower must pay [two thousand dollars (\$2,000.00)] **two thousand seven hundred and fifty dollars (\$2,750.00)** by certified or cashier check to the city as a nonrefundable fee together with its application. (Ord. dated 3/2/92 § 6.1)

**10.20.140 Fees.**

A. Fees for towing and storing any vehicle pursuant to these regulations shall not exceed those rates set by the State Commissioner, Department of Motor Vehicles. Approved towing rates shall be posted in accordance with the regulations of the Department of Motor Vehicles ("DMV"). Vehicles will be stored in accordance with DMV regulations.

B. In addition, the tower, together with collecting its own towing and storage fees, will collect for the city and pay to the city within ten days of collection an administrative fee of [fifteen dollars (\$15.00)] **twenty five dollars (\$25.00)** per tow. (Ord. dated 3/2/92 § 7.0)



**Report of the Committee on Ordinances  
\*210-07 CONSENT CALENDAR**

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**10.26.060 Qualified towers-General requirements.**

A. Must have state of Connecticut used or new car dealer license or state of Connecticut motor vehicle repairer's license pursuant to Connecticut General Statutes Section 14-66.

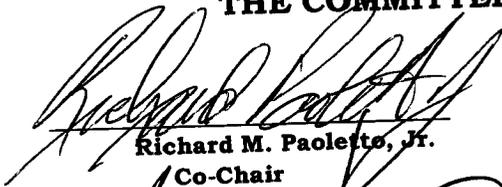
B. Place of business, including storage lots, must be located within the boundaries of the city and must be in compliance with all pertinent state and local laws and regulations.

C. All principles of a tower and changes in ownership or registration thereto shall be identified and set forth in writing to the chief of police within twenty-four (24) hours.

D. Tower must pay [three hundred sixty-five dollars (\$365.00)] **four hundred and fifty dollars (\$450.00)** by certified or cashier check to the city as a nonrefundable fee together with its application. (Ord. dated 9/21/99)

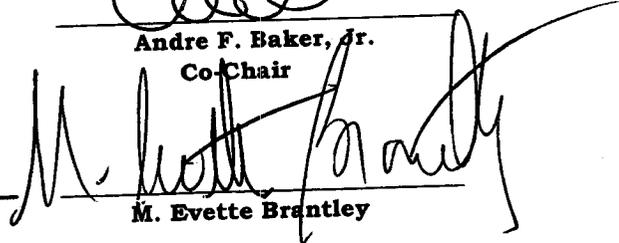
Respectfully submitted,

**THE COMMITTEE ON ORDINANCES**

  
Richard M. Paoletto, Jr.  
Co-Chair

  
Andre F. Baker, Jr.  
Co-Chair

  
Daniel Martinez

  
M. Evette Brantley

Robert P. Curwen, Sr.

Richard Bonney

  
Brian Crowe

City Council Date: November 3, 2008

**\*211-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances;  
Chapter 8.68 Littering, amend Section 8.68.060  
Merchants' duty to keep sidewalks clean.

**Report  
of  
Committee  
on  
Ordinances**

**Submitted: November 3, 2008**

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

*Shirley A. Williams*

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

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

## **\*211-07 CONSENT CALENDAR**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances Chapter 8.68 Littering, Section 8.68.060 Merchants duty to keep sidewalks clean, is hereby amended to add new paragraph: 8.68.060 Exemption:

### **8.68.060 Merchants' duty to keep sidewalks clean.**

**A.** No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the city shall keep the sidewalk in front of their business premises free of litter

**B.** Additionally, all merchants that sell edible commodities, i.e. food, drinks, ice cream, confections or other items for immediate consumption shall provide a trash container on the premises immediately outside the main entrance of the business to be used by the patrons of their business for disposing of trash, litter, garbage and other waste connected with the operation of their business. This container shall be of an appropriate design, determined by the Director of Public Facilities or his designee, and shall be emptied regularly by the merchant. Any person violating this section shall be subject to a fine of ninety dollars (\$90.00). Placement of the can must conform with requirements set forth in the ADA regulations regarding clear pathways. (Prior code § 14-190)

**NEW:**

### **C. Exemption:**

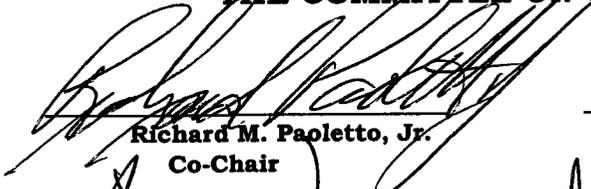
**Any merchant required to place a trash container at their business in accordance with Section 8.86.060, above, shall be exempt from this responsibility if the City has placed a trash and recycling/marketing container at or near said business, in accordance with the City Trash and Recycling Container/Marketing Agreement and the order of the Director of Public Facilities or his/her designee.**



**Report of the Committee on Ordinances  
\*211-07 CONSENT CALENDAR**

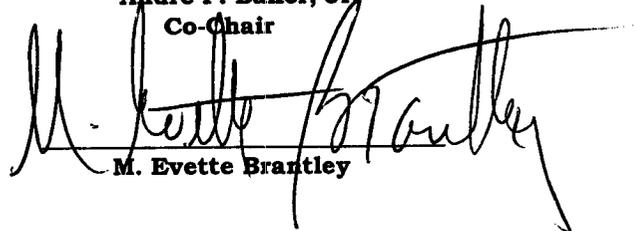
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Respectfully submitted,  
**THE COMMITTEE ON ORDINANCES**

  
Richard M. Paoletto, Jr.  
Co-Chair

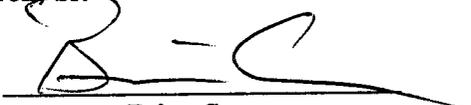
  
Andre F. Baker, Jr.  
Co-Chair

  
Daniel Martinez

  
M. Evette Brantley

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

\_\_\_\_\_  
Richard Bonney

  
Brian Crowe

City Council Date: November 3, 2008

**\*212-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances,  
Chapter 8.76 Anti-Blight Program

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

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

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

*Shirley S. Henderson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

## **\*212-07 CONSENT CALENDAR**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 8.76 – Anti-Blight Program is hereby amended as follows: Section 8.76.050 Anti-blight administrative procedures. Subsection A as to the membership of the Anti-blight Committee; Section 8.76.050 Subsection B, 1. Fines for Blight, as to the elimination of the need for a certified letter; and Section 8.76.051 Special Assessments, Subsection 5) the italics are removed.

### Chapter 8.76

#### ANTI-BLIGHT PROGRAM

##### Sections:

- 8.76.010 Declaration of policy.
- 8.76.020 Definitions.
- 8.76.030 Prohibition against creating or maintaining blighted premises.
- 8.76.040 Enforcement.
- 8.76.050 Anti-blight administrative procedures.

##### Section 8.76.010 Declaration of policy.

It is found and declared that there exists within the city a large number of real properties which contain vacant and/or blighted buildings, and/or properties and/or vacant parcels that are poorly maintained, and that the existence of such poorly maintained properties and/or vacant parcels, and/or vacant and/or blighted buildings contributes to the decline of neighborhoods. It is further found that the existence of poorly maintained properties and/or vacant parcels, vacant and/or blighted buildings adversely affects the economic wellbeing of the city and is inimical to the health, safety and welfare of the residents of the city. It is further found that many of the vacant and/or blighted buildings can be rehabilitated, reconstructed or reused so as to provide decent, safe and sanitary housing and ancillary commercial facilities, and that such rehabilitation, reconstruction and reuse would eliminate, remedy and prevent the adverse conditions described. It is further found that the abatement of the blight of poorly maintained properties and/or vacant parcels is a benefit to the health, safety and welfare of the residents of the city.



## Report of the Committee on Ordinances

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### **\*212-07 CONSENT CALENDAR**

#### **Section 8.76.020 Definitions.**

For the purposes of this chapter, the following words and terms shall have the meanings respectively ascribed as follows:

"Blighted premises" means any building or structure, or any portion of a building or structure that is a separate unit, or any vacant parcel, in which at least one of the additional following conditions exist:

1. It is determined by the city that existing conditions pose a serious or immediate danger to the community; i.e. a life threatening condition or a condition, which puts at risk the health or safety of citizens of the city;

2. It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained: missing or boarded windows or doors; a collapsing or missing wall, roof or floor; siding that is seriously damaged or missing; fire damages; a foundation that is structurally faulty; or garbage, trash or cars that are abandoned, unregistered, or inoperable for more than thirty (30) days visibly situated on the premises (unless the premises is a legal junk yard) for more than thirty (30) days as set forth in Section 3-7-3 of the Regulations of the Planning and Zoning Commission, and/or cars are illegally parked on the property in violation of the zone standards in the zones set forth in Sections 4-2-3, 4-3-3, 4-4-3, 5-2-3, 5-3-3, 6-2-3, 6-3-3, 6-6-3, and 6-7-3 of the Regulations of Planning & Zoning Commission, or that the outside of the property is not being maintained in accordance with the standards set forth in Section 8.76.020.8 of this chapter;

3. It is becoming dilapidated;

4. It is attracting illegal activity;

5. It is a fire hazard;

6. It is a factor that is materially depreciating property values in the neighborhood because of its poorly maintained condition;

7. It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or of other premises within the neighborhood.

8. The outside of the building and/or the property fails to meet the standards set forth below:

A. The exterior and areas exposed to public view of all commercial and residential property and premises shall be kept free from deterioration and shall be in a good state of repair. The property shall be maintained so that they reflect a reasonable level of maintenance in keeping with the standards of the community and not constitute a blighting factor for adjoining property owners, or an element leading to the progressive deterioration of the neighborhood. Such maintenance of the outside of the property shall include, without limitation, the following:



## Report of the Committee on Ordinances

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### **\*212-07 CONSENT CALENDAR**

1. All surfaces shall be maintained free of broken glass, crumbling stone or brick or other condition reflective to deterioration or inadequate maintenance.
2. The maintenance and appearance of the grounds and yards of premises shall be such that they reflect the level of upkeep of surrounding premises and properties. This shall include but not be limited to grass that has been allowed to go to seed, severely overgrown bushes and trees, dead trees and trash, rubbish, and dilapidated equipment or abandoned vehicles on the grounds. All equipment is to be in good working condition. This shall also include no illegal parking of cars as set forth in Section 8.76.020.2, above.
3. No dumpster or other refuse container usually used on a construction site may be kept in a residential area unless a construction or improvement project, which may include the disposal of household items, is to commence within two (2) weeks of the installation of a dumpster or it has been within two (2) weeks of the completion of the project, for a total time frame not to exceed thirty (30) days. A permit is required from the Director of Public Facilities for the placement of a dumpster for the purpose set forth in item 3, above, in the public right of way. The Enforcement Officer may take into account other information it deems relevant in determining whether a dumpster is improperly placed.
4. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.

"Development administrator" means the director of planning and economic development of the city.

"Dilapidated" means a building or structure which has been vacant for a period of sixty (60) days or longer and/or is run down.

"Enforcement Officer" means the city health director or his/her designee(s), the city housing code enforcement officer(s) or his/her designee, or any city employee, who has statutory authority to enter onto private property for the purpose of inspecting said property, and is appointed by the Mayor to issue fines for violations of this chapter.



## Report of the Committee on Ordinances

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### **\*212-07 CONSENT CALENDAR**

"Legal occupancy" means occupancy that is legal by virtue of compliance with state building, state fire safety, local zoning, housing codes and all other pertinent codes, which habitation must be substantiated by a bona fide lease agreement, a rent receipt or a utility statement.

"Neighborhood" means an area of the city comprised of all premises or parcels of land any part of which is within an area encompassing no less than six hundred (600) and no more than seven hundred and fifty (750) acres within the city.

"Unit" means any space within a building that is or can be rented by or to a single person, household or entity for his/her or its sole use, and is intended to be a distinct space.

"Vacant" means a period of sixty (60) days or longer during which a building or a portion thereof is not legally occupied.

"Vacant parcel" means a parcel of land with no structures thereon. (Ord. dated 11/4/91 (part): prior code § 16-201) above. (Ord. dated 11/4/91 (part): prior code § 16-

#### **Section 8.76.030 Prohibition against creating or maintaining blighted premises.**

Any owner of real property in the city shall not cause or allow blighted premises to be created, nor shall any owner allow the continued existence of blighted premises.

#### **Section 8.76.040 Enforcement.**

A. The development administrator shall cause regular inspections of certain of the blighted premises to be referred to Enforcement Officer for the purpose of documenting continuous blight and additionally; may cause to be imposed a penalty of not more than one hundred dollars (\$100.00) for each day that building or structure or unit or part thereof, is in violation of this chapter, except for persons described in Section 8.76.050B5 of this chapter. Each day that a building or structure or unit or part thereof, is in violation of this chapter shall constitute a separate offense. The development administrator, or his or her designee, shall notify the owner of the penalty in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. All fines imposed for violations of this section shall be paid to a revolving fund maintained by the city. If at a later date a Connecticut General Statute is amended or passed permitting the city to place a lien as a security for the penalty then the development administrator is empowered to notify the office of the City Attorney to place said lien in the same manner as specified for placing fines. The development administrator may waive and release said penalties and liens in the event the city acquires the property or at the time of the sale of the blighted premises if, in his/her



## Report of the Committee on Ordinances

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### **\*212-07 CONSENT CALENDAR**

opinion, it is determined that the buyer has the financial ability, and the intention to immediately rehabilitate said blighted premises, but said penalties and liens may be reinstated if the rehabilitation of said premises does not in fact occur. Notwithstanding the Hearing Procedure set forth in Section E, below, at any time after a property owner receives notice of a possible violation of this Ordinance, but before an assessment of penalty has been imposed by the Hearing Officer pursuant to the procedures set forth in Section E, below, any property owner who has filed an appeal of a penalty for violation of this ordinance may petition the Anti-blight Committee for approval of a plan to bring the property into compliance with said Ordinance. The Committee may accept submission of credible documentation of a plan to cure the violation and financing for said plan from the property owner and may make a recommendation to the Hearing Officer that additional time be granted to the property owner to cure said violation in lieu of an assessment of penalties for violation of the ordinance being imposed at this time.

B. Violators of this chapter shall have the right to appeal within fifteen (15) days from the date of the imposition of the fines. Payment of fines shall be stayed until the appeal has been heard and ruled on by the hearing officer. If dissatisfied with the findings, the violator may appeal to Superior Court in accordance with Section 152c of the General Statutes of Connecticut.

C. The mayor shall appoint one or more hearing officer(s) (the "officer").

D. The Officer(s) shall not be a police officer, or employees or persons who issue citations or fines, or a person employed by any department, which comprises the anti-blight or condemnation committee. Officer(s) shall serve for a term of two years or part thereof, which term shall commence from date of approval by the common council and shall end on December 31st of every even year. Officer(s) may be compensated by the city with the funds appropriated for this purpose as recommended by the mayor.

E. Hearing Procedure.

1. In scheduling formal appeal hearings, the violator shall be notified by mail of the place and time of the hearing. Such notice shall be provided at least fifteen (15) days but not more than thirty (30) days prior to the scheduled hearing date.

2. The procedure for the hearing shall be informal as to the rules of evidence, but testimony shall be taken under oath or affirmation.

3. In considering an appeal, the hearing officer may consider all relevant facts and circumstances and may require personal appearance of the violator and the Enforcement Officer if the presence of said Enforcement Officer is requested in writing in accordance with Section 7-152(c) of the General Statutes of Connecticut. The Hearing Officer may waive fines as of the date the property owner commenced, or caused to be commenced, the abatement of the violation, through the date the violation is actually cured, for good cause shown, or in instances where the abatement of the violation was delayed due to weather conditions, or other acts of Nature. If the violation is not cured at the time of the appeal hearing, the Hearing Officer may also suspend the issuance of



## Report of the Committee on Ordinances

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### \*212-07 CONSENT CALENDAR

additional fines if it is found that the property owner cannot maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, to give the person adequate time to correct the problem. The Hearing Officer may also waive all fines for property owners who qualify for financial assistance to cure the violations.

F. Take the necessary steps to acquire the blighted premises pursuant to the Urban Homesteading Act, Connecticut General Statute Sections 8-169(o) et seq. as it may be amended from time to time.

G. Take necessary steps to pursue tax foreclosure on those properties owing back taxes to the city. (Ord. dated 11/4/91 (part); prior code § 16-203) (Ord. dated 11/4/9.)

H. Take the necessary steps to refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.20.8 to Department of Housing and Community Development (DHCD) for rehabilitation and the abatement of said violations, if eligible, through an appropriate rehabilitation program as resources permit.

I.

Section 8.76.050 Anti-blight administrative procedures.

A. The development administrator shall convene an anti-blight committee consisting of the director of [DHCD] the Anti-blight Division, the director of office of planning and economic development or his/her designee, [the fire chief or his/her designee,] a [the] local fire marshal as assigned by the Fire Chief, the director of health, the municipal building official, [the tax collector,] and may require the assistance of any other city staff as deemed appropriate by the committee.

B. The development administrator shall produce an annual list of blighted buildings and/or vacant parcels that are poorly maintained. The anti-blight committee shall add any blighted buildings and/or vacant parcels that are poorly maintained as defined in this chapter that they are aware of to this list. The anti-blight committee shall review the list of blighted buildings, and/or vacant parcels that are poorly maintained, and select those properties for which specific strategies may be developed. Strategies may include:



## Report of the Committee on Ordinances

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### \*212-07 CONSENT CALENDAR

1. Fines for Blight.
  - a. The development administrator through the Enforcement Officer shall conduct regular inspections to document that the blight persists. The anti-blight committee may refer blighted buildings and/or vacant parcels that are poorly maintained that have been fined in accordance with the anti-blight ordinance codified in this chapter, and whose owner has not appealed the fine to a Hearing Officer, to the city attorney's office for a **[certified]** letter to be sent to the owner regarding unpaid fines as provided for in this chapter. If the fine remains unpaid for thirty (30) days, the city attorney's office shall petition the Hearing Officer for an assessment in the amount of the unpaid fines, plus collection costs including attorney's fees, in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. The development administrator, or her/his designee shall within thirty (30) days work with the city attorney to convert the unpaid assessment that have not been appealed, and any assessment of fines issued by the Hearing Officer following an appeal hearing held pursuant to Section 7-152c of the General Statutes of Connecticut, to liens and initiate foreclosure or institute legal proceedings to collect the fines.
  - b. Once foreclosure is complete, the anti-blight committee shall dispose of the properties in a timely manner through the Bridgeport redevelopment agency.
2. Tax Foreclosure.
  - a. The committee may refer blighted buildings and/or vacant parcels that are poorly maintained to be taken by tax foreclosure to the city attorney for assignment to an outside legal firm hired by the city to do tax foreclosures. The city attorney shall keep the anti-blight committee informed on a quarterly basis as to the status of foreclosures of referred buildings.
  - b. Once foreclosure is complete, the anti-blight committee shall determine how to dispose of the properties in a timely manner.
3. Rehabilitation. The committee may refer blighted buildings that are suitable for rehabilitation to DHCD for acquisition and rehabilitation through the urban home-steading program or other appropriate rehabilitation programs as resources permit. (Ord. dated 12/21/92 § 75(b); Ord. dated 11/4/91 (part); prior code § 16-204)(part); prior code § 16-



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### **\*212-07 CONSENT CALENDAR**

a. The committee may refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.20.8 to DHCD for the abatement of said violations through an appropriate rehabilitation program as resources permit. The abatement of said violations by the city may occur upon: a written complaint of any person having an interest in said property in accordance with Section 19a-210 of the General Statutes of Connecticut; or the permission of the property owner, or the issuance of a Court Order in accordance with Section 19a-206 of the General Statutes of Connecticut; the procedures for any tenement, lodging or boarding house or property upon which buildings are situated as set forth in Section 47a-53 of the General Statutes of Connecticut, when appropriate. The development administrator shall work with the city attorney to convert the cost of abatement of said violations to liens and institute all legal proceedings necessary to collect said costs from the property owner(s).

b. Special Consideration. Special consideration shall be given to individuals that are elderly or disabled in the city's effort to correct blighted conditions. If it is found by the Enforcement Officer that the property owner can not maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, the Enforcement Officer shall suspend fines to give the person adequate time to correct the problem. Except as noted below, where the individual is a low-income individual and owns and occupies a residence that is designated as blighted, the Enforcement Officer shall give special consideration to the person by providing adequate time to correct the problem. If items designated as blighted have to do with lawn and shrub maintenance, painting and keeping grounds free from rubbish and debris, the Enforcement Officer will not provide additional time to correct the problem.

#### Section 8.76.051 Special Assessments

The Mayor shall appoint six (6) taxpayers of the City to a Special Assessment Committee to determine the following:

- 1) The fiscal effect of a special assessment on the revenue of the City;
- 2) Identification of properties that may be subject to special assessment;
- 3) The amount of property tax generated by said properties and the cost to the City of code enforcement of such properties, including costs for police and fire personnel;
- 4) Recommendations with respect to the form and extent of any assessment; and
- 5) The standards for imposition of the assessment.



## Report of the Committee on Ordinances

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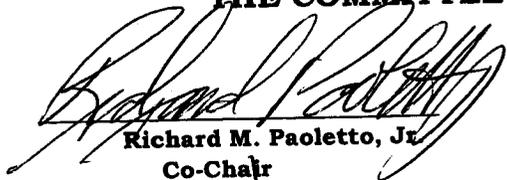
### \*212-07 CONSENT CALENDAR

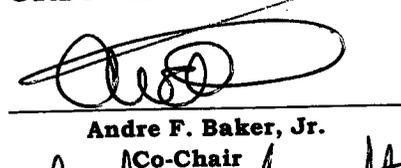
The six (6) taxpayers on the new Committee must include a landlord, the tax assessor, representatives from Zoning, Health, Housing, Fire and other safety code compliance of private property, i.e. the Building Department. *[With the exception of the Tax Assessor, members of the Committee shall also be residents of the City.]* **With the exception of the Tax Assessor, members of the Committee shall also be residents of the City.** In determining the standards the Committee must consider the number of outstanding health and housing and safety violations for the property, the number of times the health, housing and safety personnel have had to inspect the property and the cost to the City to enforce code compliance on the property.

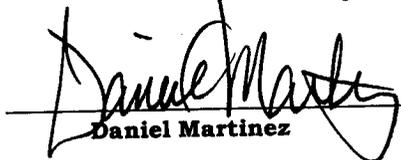
The Committee shall prepare a Report for the City Council within sixty (60) days of its appointment. Once the Report has been submitted for review the City Council shall determine whether to authorize the establishment of a new ordinance for the issuance of special assessments to property owners based on the cost to the City of code inspections and enforcement, including fire and police personnel, the cost to provide notice to the property owners to cure blight, housing, health or safety code violations. The ordinance established must provide for notice to the owners and a time period to cure the violation before the fine is imposed and the assessment is issued, and the appeal rights of the property owner.

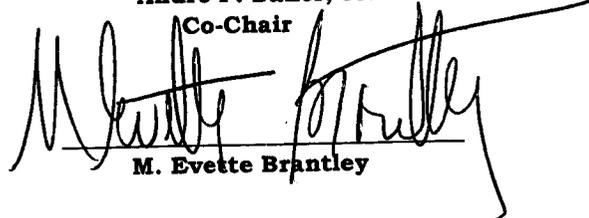
Respectfully submitted,

### THE COMMITTEE ON ORDINANCES

  
Richard M. Paoletto, Jr.  
Co-Chair

  
Andre F. Baker, Jr.  
Co-Chair

  
Daniel Martinez

  
M. Evette Brantley

Robert P. Curwen, Sr.

Richard Bonney

  
Brian Crowe

**\*213-07 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances,  
Chapter 15.12 Housing Code, amend Section  
15.12.410 Board of Condemnation Continued.

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**Report  
of  
Committee  
on  
Ordinances**

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**Submitted: November 3, 2008**

*Added back to Committee: Nov. 3, 2008*

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

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

*City Clerk*

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Approved \_\_\_\_\_

*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

## **\*213-07 CONSENT CALENDAR**

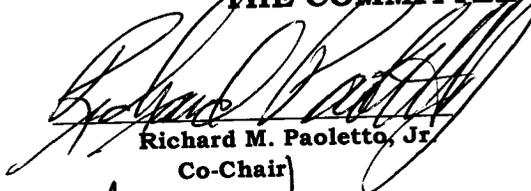
BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 15.12 – Housing Code is hereby amended as follows: Amended Section 15.12.410 Board of Condemnation Continued as to membership of Board.

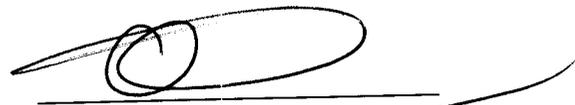
### **Section 15.12.410 Board of condemnation continued.**

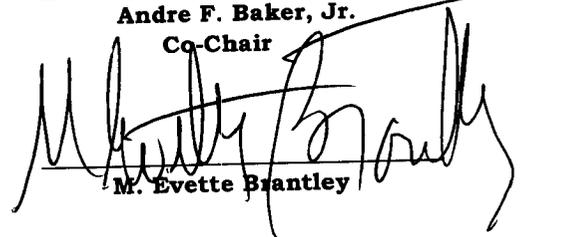
There shall continue to be a board of condemnation which shall consist of the municipal building official, the chief of the fire department or his/her designee, the director of planning and economic development or his/her designee, [the tax collector] an engineer from the office of the city engineer, and the director of health. (Ord. dated 12/21/92 § 75(b); prior code § 16-51)

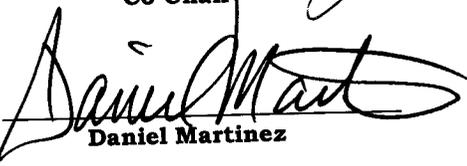
Respectfully submitted,

### **THE COMMITTEE ON ORDINANCES**

  
Richard M. Paoletto, Jr.  
Co-Chair

  
Andre F. Baker, Jr.  
Co-Chair

  
M. Evette Brantley

  
Daniel Martinez

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

\_\_\_\_\_  
Richard Bonney

  
Brian Crowe

City Council Date: November 3, 2008

**\*167-07 Consent Calendar**

Grant Submission: re 2008 - 2010 Retired Senior  
Volunteer Program (R.S.V.P.)

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2008**

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

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

*Archie S. Hudson*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

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# City of Bridgeport, Connecticut

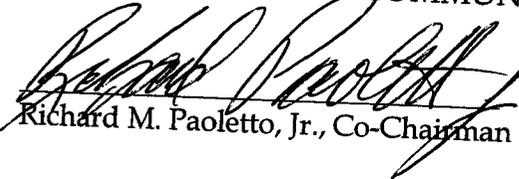
To the City Council of the City of Bridgeport:

The Committee on **ECD and Environment** begs leave to report;  
and recommends for adoption the following resolution:

## \*167-07 Consent Calendar

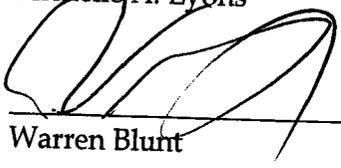
**RESOLVED**, That the Mayor of the City of Bridgeport, Bill Finch, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the State Department of Social Services for a 2008 - 2010 Retired Senior Volunteer Program and to affix the corporate seal.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

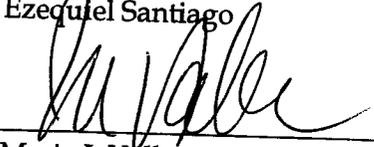
  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

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

  
Warren Blunt

\_\_\_\_\_  
Ezequiel Santiago

  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

**GRANT SUMMARY SHEET**

City Council - Contracts and Appointments Committee

APPLICATION AND/OR LOCAL TITLE: Retired Senior Volunteer Program

CITY OFFICIAL in-charge: Walter Boyer Phone: 576-8048

New Grant \_\_\_\_\_ Continuing (existing) Grant \_\_\_\_\_

FUNDING SOURCE (including matching/in-kind funds):

Federal: \_\_\_\_\_

State:  X

City: \_\_\_\_\_

Other: \_\_\_\_\_

FUNDS REQUESTED: \$17,486 Contingent on receipt of State funds.

Salaries/Benefits: \$11,824

Supplies/Postage: \$ 5,662

Transportation/Travel: \_\_\_\_\_

Other (Explain): \_\_\_\_\_

Subcontracts: Yes \_\_\_\_\_ No  X

If yes, supply listing and dollar amount (please attach)

PROJECT BACKGROUND:

The Corporation for National Service, and the Connecticut Department of Social Services fund this program. The Department on Aging for several years has administered the Retired Senior Volunteer Program.

PROJECT DATES:

07/01/08 - 06/30/10

## TARGET POPULATION

The target population includes approximately 532 Bridgeport area senior citizens.

## PROGRAM GOALS AND OBJECTIVES

The program provides volunteer placement for over 532 Bridgeport area senior citizens, ages 55 and older, from eastern Fairfield County including Bridgeport, Easton, Fairfield, Monroe, Stratford, Trumbull and Shelton. Seniors are placed in various non-profit agencies in the Bridgeport area. Some of the non-profit placements include Bridgeport Health Care, Bridgeport Hospital, Eisenhower Senior Center, Monroe Senior Center, Remesa East Day Care, SADA Senior Center, St. Vincent's Hospital and various Bridgeport schools. Seniors also volunteer in Bridgeport's Read Aloud program and participate in many special activities.

## BENCHMARKS FOR GAUGING SUCCESS/EVALUATION OF PROGRESS:

Staff of RSVP will monitor the program. The number of seniors placed, the number of new workstations developed and the success of the placements will measure success.

**\*192-07 Consent Calendar**

Grant Submission: re Federal Department of Justice.  
(OJJDP) FY 08 Earmarks Program for City of  
Bridgeport Lighthouse Program.

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**Report  
of  
Committee  
on  
COB & Environment**

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**Submitted: November 3, 2008**

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

*[Handwritten Signature]*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

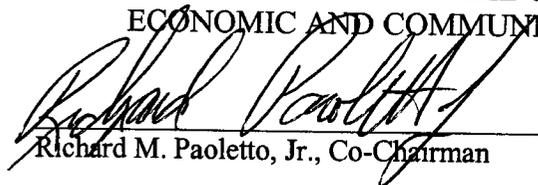
The Committee on **ECD and Environment** begs leave to report;  
and recommends for adoption the following resolution:

## **\*192-07 Consent Calendar**

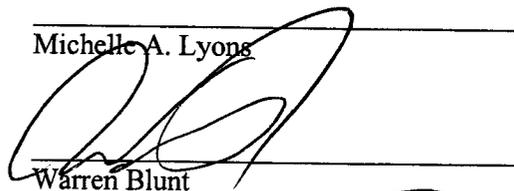
**RESOLVED**, That Mayor Bill Finch be, and hereby is, authorized and empowered to enter into and execute the attached application and contract for funding under the (Office of Juvenile Justice and Delinquency Prevention) OJJDP FY 08 Earmarks Programs in the amount of \$297,371; and be it further

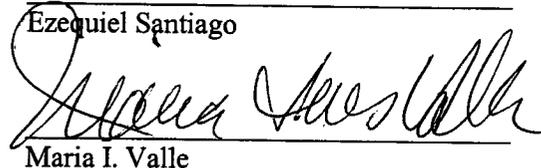
**RESOLVED**, That the City of Bridgeport is cognizant of all federal administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand, and does hereby agree to adhere to all requirements as set forth in the attached OJJDP documents.

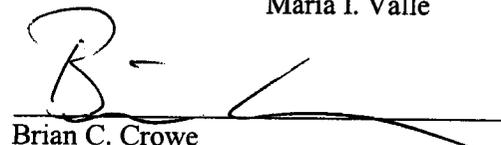
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

Michelle A. Lyons  
  
Warren Blunt

Ezequiel Santiago  
  
Maria I. Valle

  
Brian C. Crowe



Department of Justice  
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

Dear Mayor Finch:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the OJJDP FY 08 Earmarks Programs in the amount of \$297,371 for City of Bridgeport.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Sharon Cantelon, Program Manager at (202) 616-3658; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

Jeffrey L. Sedgwick  
Acting Assistant Attorney General

Enclosures



Department of Justice  
Office of Justice Programs  
Office for Civil Rights

Washington, D.C. 20531

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

Dear Mayor Finch:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

#### **Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

#### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

#### **Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

### **Enforcing Civil Rights Laws**

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

### **Complying with the Safe Streets Act or Program Requirements**

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

#### **1) Meeting the EEOP Requirement**

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

#### **2) Submitting Findings of Discrimination**

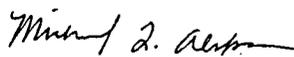
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

**Ensuring the Compliance of Subrecipients**

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
Office of the Chief Financial Officer

Washington, D.C. 20531

July 30, 2008

The Honorable William Finch  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604 - 4023

Reference Grant Number: 2008-JL-FX-0069

Dear Mayor Finch:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$2,200
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$295,171
Other	\$0
Total Direct Cost	\$297,371
Indirect Cost	\$0
Total Project Cost	\$297,371
Federal Funds Approved:	\$297,371
Non-Federal Share:	\$0
Program Income:	\$0

Match is not required for this grant program.

If you have questions regarding this award, please contact:

- Program Questions, Sharon Cantelon, Program Manager at (202) 616-3658
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,



Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**Grant**

PAGE 1 OF 2

**1. RECIPIENT NAME AND ADDRESS (Including Zip Code)**

City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

**4. AWARD NUMBER:** 2008-JL-FX-0069

**5 PROJECT PERIOD:** FROM 07/01/2008 TO 06/30/2009  
**BUDGET PERIOD:** FROM 07/01/2008 TO 06/30/2009

**1A. GRANTEE IRS/VENDOR NO.**  
066001865

**6. AWARD DATE** 07/30/2008

**7. ACTION**

**8. SUPPLEMENT NUMBER**  
00

Initial

**9. PREVIOUS AWARD AMOUNT**

\$ 0

**3. PROJECT TITLE**

City of Bridgeport Lighthouse Program

**10. AMOUNT OF THIS AWARD**

\$ 297,371

**11. TOTAL AWARD**

\$ 297,371

**12. SPECIAL CONDITIONS**

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

**13. STATUTORY AUTHORITY FOR GRANT**

This project is supported under Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667

**15. METHOD OF PAYMENT**

PAPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

**16. TYPED NAME AND TITLE OF APPROVING OFFICIAL**

Jeffrey L. Sedgwick  
Acting Assistant Attorney General

**18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL**

William Finch  
Mayor

**17. SIGNATURE OF APPROVING OFFICIAL**

*Jeffrey L. Sedgwick*

**19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**

**19A. DATE**

AGENCY USE ONLY

**20. ACCOUNTING CLASSIFICATION CODES**

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	F	JL	70	00	00		297371

**21. HJLTGT0007**



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

AWARD CONTINUATION  
SHEET  
Grant

PAGE 2 OF 2

PROJECT NUMBER 2008-JL-FX-0069

AWARD DATE 07/30/2008

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at <https://grants.ojp.usdoj.gov>. These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.
6. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at <https://grants.ojp.usdoj.gov/>.
7. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted on GMS for each reporting period.
8. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.



**Department of Justice**  
**Office of Justice Programs**

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Kathi Grasso, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for City of Bridgeport

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.



Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2008-JL-FX-0069

PAGE 1 OF 1

This project is supported under Juvenile Justice and Delinquency Prevention Act of 2002, 42 USC 5665-5667

1. STAFF CONTACT (Name & telephone number)

Sharon Cantelon  
(202) 616-3658

2. PROJECT DIRECTOR (Name, address & telephone number)

Tammy Papa  
Director  
45 Lyon Terrace  
Bridgeport, CT 06604-4023  
(203) 576-7252

3a. TITLE OF THE PROGRAM

OJJD FY 08 Earmarks Programs

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

City of Bridgeport Lighthouse Program

5. NAME & ADDRESS OF GRANTEE

City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604-4023

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2008 TO: 06/30/2009

8. BUDGET PERIOD

FROM: 07/01/2008 TO: 06/30/2009

9. AMOUNT OF AWARD

\$ 297,371

10. DATE OF AWARD

07/30/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The proposed program is designed to keep Bridgeport youth safe and healthy, reducing the incidence of juvenile crime and promoting academic achievement, and socially and environmentally responsible behavior. Approximately 2,500 urban youth per day, all of whom qualify for free/reduced lunch, in 22 public schools serving grades K-12, will have access to an array of academic, recreational, and health activities including homework help, thematic studies, physical education, special needs services, cultural and performing arts programs, training and employment programs, and organized sports. Progress toward the goals of the proposed program will be measured formatively through site visits and summatively by an outside evaluator with expertise in outcome driven quality after school and summer programming. Past experience showed that implementation of proposed activities leads to academic success, reduction in juvenile crime, and more responsible youth. NCA/NCF

**\*193-07 Consent Calendar**

Grant Submission: re Bonding to Improve Ellsworth Park to the CT Department of Environmental Protection.

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**Report  
of  
Committee  
on  
EC&E & Environment**

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**Submitted: November 3, 2008**

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

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

*[Signature]*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report;  
and recommends for adoption the following resolution:

## **\*193-07 Consent Calendar**

**WHEREAS**, the State of Connecticut Department of Environmental Protection is authorized to extend financial assistance to municipalities in the form of bonding grants; and

**WHEREAS**, funds under this grant will be used to renovate and make capital improvements to Ellsworth Park; and

**WHEREAS**, these improvements include priorities identified by the community such as security lighting, landscaping, bathroom and storage facilities, concession stand, seating, and resurfacing/drainage of fields; and

### **NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application to the State of Connecticut Department of Environmental Protection for funds to improve Ellsworth Park.
2. That it hereby authorizes, directs and empowers the mayor or designee to execute and file such application with the State of Connecticut Department of Environmental Protection and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

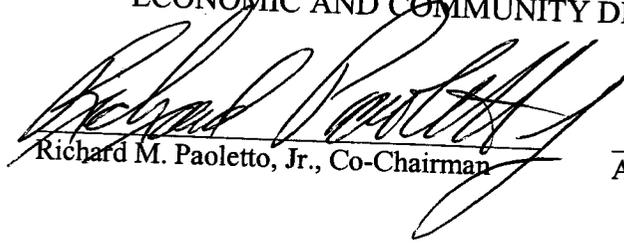


Report of Committee on ECD and Environment

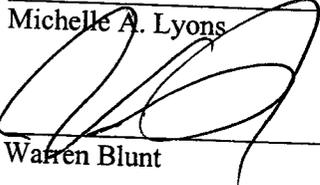
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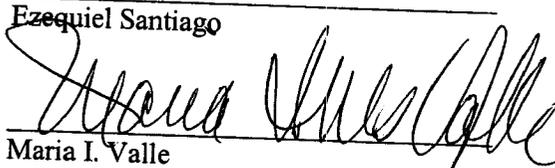
**\*193-07 Consent Calendar**

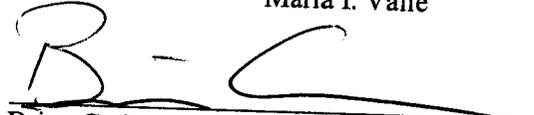
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

Michelle A. Lyons  
  
Warren Blunt

Ezequiel Santiago  
  
Maria I. Valle

  
Brian C. Crowe

Council Date: November 3, 2008



## GRANT SUMMARY

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PROJECT TITLE: Ellsworth Park

RENEWAL      NEW   X  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Dawn M. Twistol

PHONE NUMBER: 576-7676

PROJECT SUMMARY/DESCRIPTION: Capital Improvements to Ellsworth Park such as security lighting, landscaping, bathrooms, storage, concession stand, seating, and resurfacing/drainage of fields.

CONTRACT DATES: Contract Execution through five years

PROJECT GOALS AND PROCEDURES: The goal is to make capital and safety improvements to park to increase use by community and support sports leagues at site.

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### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:  
State: \$500,000  
City:  
Other:

FUNDS REQUESTED

Salaries/Benefits:  
Supplies:  
Transportation/Travel:  
Other (explain): \$500,000 construction cost  
Subcontracts: Yes   X   No

If yes, supply listing and dollar amount  
(please attach) To be bid

**\*194-07 Consent Calendar**

Grant Submission: re the Connecticut Department of Environmental Protection's Greening of the Boston Post Road Program to conduct tree planting.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: November 3, 2008**

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

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*194-07 Consent Calendar**

**WHEREAS**, the *Connecticut Department of Environmental Protection, Division of Forestry* is responsible for the administration of Federal funding for urban forestry grants through the *Greening of the Boston Post Road* program; and

**WHEREAS**, the *City of Bridgeport's* Plan of Conservation and Development ("Master Plan") emphasizes the necessity of increasing the city's tree canopy by developing a tree planting program to plant 3,000 new trees by 2020; and

**WHEREAS**, the *City of Bridgeport* has a strong interest in improving air quality in the City and recognizes the role that trees play in achieving this goal; and

**WHEREAS**, it is desirable and in the public interest that the *City of Bridgeport, Departments of Public Facilities and Parks & Recreation*, submit an application to the *CT DEP Greening of the Boston Post Road* program for an amount not to exceed \$5,000 for the purchase of trees to be planted along North Ave. and at Glenwood Park, and to conduct outreach and education to residents, home owners and nearby schools on the tree planting program.

## **NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the *CT DEP's Greening of the Boston Post Road Program* for funds for the purpose of planting trees along North Ave.
2. That it hereby authorizes, directs and empowers the mayor, or his designees to execute and file such application with the *CT DEP*, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.

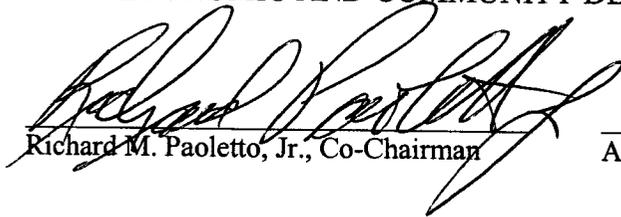


Report of Committee on ECD and Environment

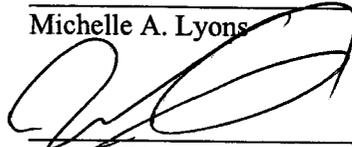
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**\*194-07 Consent Calendar**

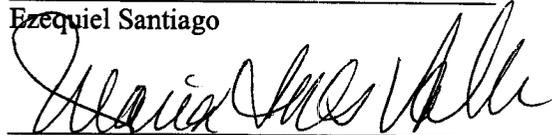
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

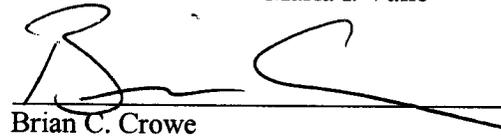
  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

Michelle A. Lyons  
  
Warren Blunt

\_\_\_\_\_  
Ezequiel Santiago

  
Maria I. Valle

  
Brian C. Crowe

Council Date: November 3, 2008



## GRANT SUMMARY

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PROJECT TITLE: Connecticut Department Environmental Protection-Greening of the Boston Post Road 2008 Grant Submission

RENEWAL  NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Christina Kazanas-Grants Writer

PHONE NUMBER: 332-5664

### PROJECT SUMMARY/DESCRIPTION:

The City is seeking funding through the State Department Environmental Protection's Greening of the Boston Post Road program to conduct tree planting along North Avenue between Park Ave. and Lexington Ave. A total of 10 trees will be planted in cooperation with home owners, residents and the new Geraldine W. Johnson school. The request is in keeping with the City's Master Plan and its objectives of increasing the city's tree canopy by 3,000 new trees by the year 2020. If funded, the City would receive up to \$2,500 to apply towards the purchase of the trees. The award could be more if some municipalities do not submit applications; unallocated funding is divided among those municipalities that did submit applications to the program. The Department of Parks & Recreation will devote in-kind labor, resident education, and school-based education on the planting of the trees and their role in neighborhood beautification and environmental improvement.

CONTRACT DATES: Anticipated date of award and contract date is October 2008-June 2009.

**PROJECT GOALS AND PROCEDURES:**

1. To further increase the tree canopy in Bridgeport by planting 10 new trees along North Ave.;
2. To replace missing trees and plant new trees to beautify the neighborhood along this stretch of North Ave.;
3. To educate the public on the importance of tree planting to the environment;

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**IF APPLICABLE**

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits: \$3,680
State: \$2,500	Supplies: \$2,700
City: \$3,880 (in kind)	Transportation/Travel:
Other:	Other (explain):
	Subcontracts: Yes ___ No <u>X</u> ___
	If yes, supply listing and dollar amount (please attach)

**\*198-07 Consent Calendar**

Extension of Reverter Right for 11 Armstrong Place.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2008**

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

Attest:  \_\_\_\_\_  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*198-07 Consent Calendar**

Re: Extension of Reverter Right for 11 Armstrong Place

**WHEREAS**, the City authorized Mutual Housing Association of Southwestern Connecticut, Inc. ("Mutual Housing Association") to undertake foreclosures on designated city parcels on behalf of the City and the Tax Collector was authorized to enter an agreement to accomplish these foreclosures with Mutual Housing Association; and

**WHEREAS**, upon successful foreclosure, the Director of Office of Planning and Economic Development was authorized to sell these designated parcels to Mutual Housing Association for \$1 per lot with the understanding that the properties will be subject to normal land use review and approval and will be redeveloped within 18 months of title transfer or such properties would revert in title back to the City; and

**WHEREAS**, on September 10, 2004, the Director of Office of Planning and Economic Development sold one of these designated properties known as 11 Armstrong Place to Mutual Housing Association; and

**WHEREAS**, Mutual Housing Association, as owner of 11 Armstrong Place- a historically significant two family house originally constructed circa 1910, invested approximately \$40,000 in soft costs and approximately \$60,000 in demolition work, as well as exterior and interior rehabilitation in said property; and

**WHEREAS**, Mutual Housing Association had partnered with Habitat for Humanity of Coastal Fairfield County to facilitate the development of 11 Armstrong Place; and

**WHEREAS**, The City Council had authorized an extension of the City's reverter rights until February 28, 2008 to allow Mutual Housing Association, in partnership with Habitat for Humanity of Coastal Fairfield County, to redevelop 11 Armstrong Place; and

**WHEREAS**, Habitat for Humanity of Coastal Fairfield County subsequently made the decision not to pursue this partnership with Mutual Housing Association to develop 11 Armstrong Place; and

**WHEREAS**, Mutual Housing Association is currently partnering with Bridgeport Neighborhood Trust ("BNT") to develop 11 Armstrong Place; and



Report of Committee on ECD and Environment

-2-

**\*198-07 Consent Calendar**

**WHEREAS**, BNT has demonstrated capacity for rehabilitating historic properties having recently completed 101-103 Barnum Avenue, a Victorian Gothic Villa in the City's East Side and in close proximity to the subject property; and

**WHEREAS**, this two-unit development will provide a homeownership opportunity with rental income that will contribute to the revitalization effort focused in this East Side targeted area; and

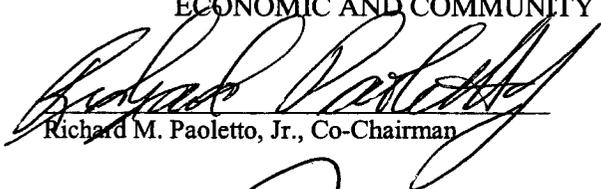
**WHEREAS**, Mutual Housing Association in partnership with BNT has pursued financing for this development and has secured \$421,000 from multiple sources of funding which includes, CT Historic Homes Rehabilitation Tax Credit Program, Bridgeport HOME funding, Bridgeport Lead Free Families Program and financing from Community Capital; and

**WHEREAS**, Mutual Housing Association has exceeded the time period for redevelopment and now requires ten (10) months for construction; and

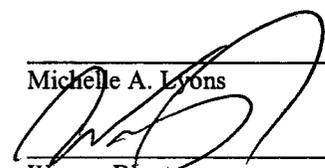
**WHEREAS**, the construction is scheduled to commence November 1, 2008 per the attached construction schedule; Now, Therefore Be It

**RESOLVED**, that Mutual Housing Association's rights to redevelop 11 Armstrong Place, to be evidenced by a certificate of occupancy, be extended until and including June 30, 2009 before the City may exercise its reverter rights to 11 Armstrong Place.

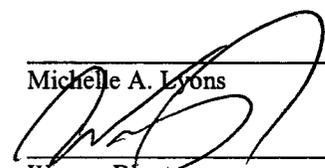
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

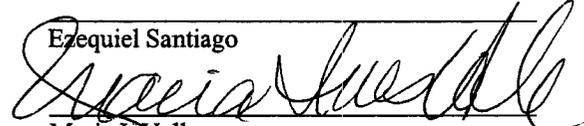
  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

  
Michelle A. Lyons

\_\_\_\_\_  
Ezequiel Santiago

  
Warren Blunt

  
Maria I. Valle

  
Brian C. Crowe

Council Date: November 3, 2008

**BRIDGEPORT NEIGHBORHOOD TRUST  
DEVELOPMENT SCHEDULE FOR  
11 Armstrong Place**

<b>Coordination/Approvals</b>	<b>Timeline</b>
<b>Final Design/Contract Documents</b>	Complete
<b>Zoning</b>	Complete
<b>Environmental</b>	Complete
<b>Procure Contractor</b>	Complete
<b>Secure Financing</b>	Complete
<b>Begin Remediation Work – Close on BLFF Funding</b>	October 15, 2008
<b>Close on Financing</b>	
<b>City HOME</b>	November 30, 2008
<b>Commcap Construction Loan</b>	November 1, 2008
<b>Construction Start</b>	November 1, 2008
<b>Construction Completion</b>	July 1, 2009
<b>Historic Tax Credits Closing</b>	June 15, 2009
<b>Marketing/Homeownership Counseling</b>	February 1, 2009
<b>Random Lottery Selection</b>	June 1, 2009
<b>Sale</b>	September 1, 2009

**\*199-07 Consent Calendar**

Extension of Reverter Right for 235-257 William Street.

**Report  
of  
Committee  
on  
CEA & Environment**

**Submitted: November 3, 2008**

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

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

*Mark A. Haddock*  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
**Mayor**



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*199-07 Consent Calendar**

Re: Extension of Reverter Right for 235-257 William Street

**WHEREAS**, on December 10, 2001 the City authorized Mutual Housing Association of Southwestern Connecticut, Inc. ("Mutual Housing Association") to undertake foreclosures on designated city parcels on behalf of the City and the Tax Collector was authorized to enter an agreement to accomplish these foreclosures with Mutual Housing Association; and

**WHEREAS**, upon successful foreclosure, the Director of Office of Planning and Economic Development was authorized to sell these designated parcels to Mutual Housing Association for \$1 per lot with the understanding that the properties will be subject to normal land use review and approval and will be redeveloped within 18 months of title transfer or such properties would revert in title back to the City; and

**WHEREAS**, on August 3, 2004, the Director of Office of Planning and Economic Development sold 17 units of this 21 unit structure known as 235-257 William Street to Mutual Housing Association; and

**WHEREAS**, a subsidiary of Mutual Housing Association, MHA Washington Park, LLC, as owner of one of the subject properties known as 235-257 William Street, has invested approximately \$283,000 in acquisition costs, predevelopment work, and demolition work in said property; and

**WHEREAS**, Mutual Housing Association has partnered with Habitat for Humanity of Coastal Fairfield County to facilitate the development of 235-257 William street, originally a 21 unit structure that will be converted into a 12 unit historic development that will permit a less dense site and provide more sustainable long-term benefits to the homeowners and the East Side neighborhood; and

**WHEREAS**, The City Council had authorized an extension of the City's reverter rights until August 31, 2008 to allow Mutual Housing Association, in partnership with Habitat for Humanity of Coastal Fairfield County, to redevelop 235-257 William Street; and

**WHEREAS**, Habitat for Humanity of Coastal Fairfield County has made substantial progress in the rehabilitation of 235-257 William Street through their volunteer efforts and capital investment; and

Council Date: November 3, 2008



Report of Committee on ECD and Environment

**\*199-07 Consent Calendar**

**WHEREAS**, the development will provide twelve (12) homeownership opportunities and will contribute to the City's goal of increasing the homeownership rate particularly in areas characterized with a high concentration of poverty and low homeownership levels; and

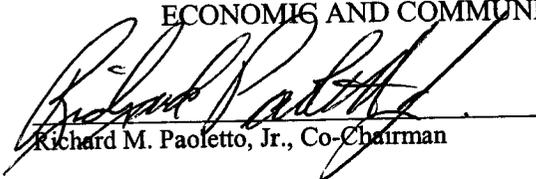
**WHEREAS**, Mutual Housing Association and Habitat for Humanity of Coastal Fairfield County has pursued financing for this development and has secured multiple sources of funding which includes, CT Historic Homes Rehabilitation Tax Credit Program, bank financing, Federal Home Loan Bank, Bridgeport HOME funds, private donations and corporate sponsorships; and

**WHEREAS**, due to delays related to the execution of the LLC partnership agreement between Habitat for Humanity of Coastal Fairfield County and Mutual Housing Association and the ability to secure construction financing given the current economic climate, the project has exceeded the time period for redevelopment and now requires twelve (12) months to complete construction; and

**WHEREAS**, the construction has commenced and is scheduled to be completed by September 30, 2009 per the attached construction schedule; Now, Therefore Be It

**RESOLVED**, that Mutual Housing Association's rights to redevelop 235-257 William Street, to be evidenced by a certificate of occupancy, be extended until and including September 30, 2009 before the City may exercise its reverter rights to 235-257 William Street.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

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

\_\_\_\_\_  
Ezequiel Santiago

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Habitat for Humanity of Coastal Fairfield County  
 Construction Goals for 2008 - Status as of 9/22/08

Completion #	Start #	Address	Date of Bidg Permit	Status	Date of C/O
		235A William Street Condo # 1 = 3 bdrm	1/23/2008	Ready to connect permanent electrical service & remove power pole; water & sewer lines have been installed; masonry work is 3/4 completed. Roofing is about 1/2 done. Forecasted completion for this unit is end of Jan.	
		235B William Street Condo # 6 = 3 bdrm	"	1st 3 Units: started working on exterior details; Electrical & plumbing rough ins should be completed next week. Forecasted completion is late Jan	
		237B William Street Condo # 7 = 2 bdrm	"	See above. Forecasted completion is late Jan.	
		243A William Street Condo # 2= 1 bdrm	"	Framing about 95% done. Target completion is end of Feb	
		243B William Street Condo # 8 = 2 bdrm	"	Framing about 95% done. Target completion is end of Feb	
		245A William Street Condo # 3 = 1 bdrm	"	Framing about 30% done. Target completion is end of Apr	
		245B William Street Condo # 9 = 2 bdrm	"	Framing about 30% done. Target completion is end of Apr	
		247A William Street Condo # 4 = 1 bdrm	"	Framing is about 50% complete. Target completion is end of May	
		247B William Street Condo # 10 = 2 bdrm	"	Framing is about 50% complete. Target completion is end of May	
		255B William Street Condo # 11 = 2 bdrm	"	Target completion is end of September	
		257A William Street Condo # 5 = 3 bdrm	"	Target completion is end of September	
		257B William Street Condo # 12 = 3 bdrm	"	Target completion is end of September	

**\*201-07 Consent Calendar**

Grant Submission re State of CT Office of Policy and Management (Trumbull Gardens Citywide Youth Center).

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2008**

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*201-07 Consent Calendar**

**WHEREAS**, the *CT Office of Policy and Management, through the Criminal Justice Policy and Planning Division* is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the *Governor's Youth Violence Prevention Program*; and

**WHEREAS**, funds under this grant will be used to *provide afterschool, evening, and weekend programming to enhance academic achievement, develop new skills, and provide a safe social forum for youth in the City of Bridgeport*; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, *Lighthouse Program*, submit an application to the *CT Office of Policy and Management* in an amount not to exceed \$100,000; and

## **NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the *CT Office of Policy and Management* for funds to *improve recreational and afterschool activities for youth, in order to prevent youth violence in the City*.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with *CT Office of Policy and Management, through the Criminal Justice Policy and Planning Division*, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

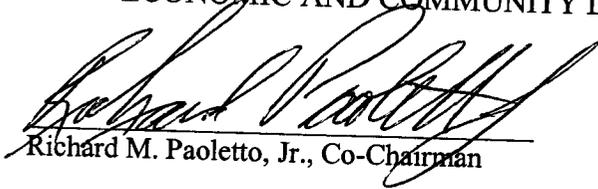


Report of Committee on ECD and Environment

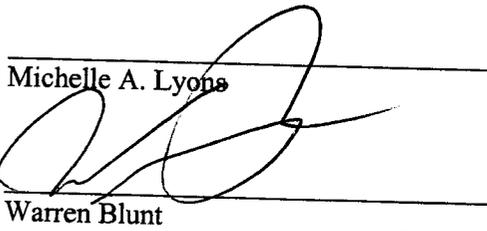
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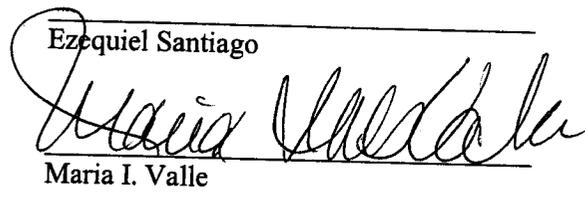
**\*201-07 Consent Calendar**

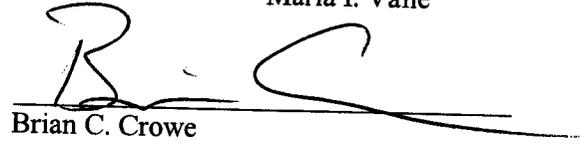
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

Michelle A. Lyons  
  
Warren Blunt

Ezequiel Santiago  
  
Maria I. Valle

  
Brian C. Crowe

Council Date: November 3, 2008



OFFICE OF POLICY AND MANAGEMENT  
Criminal Justice Policy and Planning Division  
450 CAPITOL AVENUE  
MS #52CJP  
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

**SECTION 1: Use of Grant Funds.**

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the termination date of the grant period.

**SECTION 2: Fiscal Control.**

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.

3.2 If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

3.3 Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.4 The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or subgrantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee relating to this grant.

**SECTION 4: Insurance.**

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the performance of services.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

**SECTION 6: Reports.**

The grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to OPM not later than 60 days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

11.2 The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation,

or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.

11.3 The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

## **SECTION 12: Non-Discrimination and Executive Orders.**

12.1 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is

incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.2 This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.3 This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify OPM of the contractor's identity.

#### **SECTION 15: Federal Compliance and Assurances.**

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

#### **SECTION 16: Non-Supplanting.**

16.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.

16.2 The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are hereby made a part of this grant award.

**SECTION 18: Indemnification.**

The grantee hereby agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

**SECTION 22: Non-Discrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every Contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the Contractor's nondiscrimination agreements and warranties which are included in such Contractor's contract pursuant to said statutes. Copies of two "nondiscrimination certification" forms (one for businesses and one for individuals) that will satisfy these requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual) and submitted to the awarding State agency at the time of contract execution.

**SECTION 23: Special Grant Conditions.**

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

## ATTACHMENT A

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

#### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Revised 09/21/07

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
CRIMINAL JUSTICE POLICY AND PLANNING DIVISION  
450 Capitol Avenue-MS#52CJP, Hartford, CT 06106-1379

Federal Grant Conditions  
Drug-Free Schools and Communities, Governor's Program-2007

1. **Program and Financial Requirements** Grantee agrees to comply with the provisions of all applicable acts and regulations and the approved state plan. It is subject to the provisions of Title IV, Title VI, and Title IX, as applicable, of the Elementary and Secondary Education Act of 1965, as amended (P.L. 107-110). It is also subject to the Education Department General Administrative Regulations (EDGAR) in 34 CFR Parts 74, 76, 77, 79, 80, 81, 82, 85, 97, 98, 99, and the regulations in 34 CFR Part 299.
  
2. **Right of Privacy for Recipients of Services.** The Grantee agrees that procedures have been established to ensure that project records containing the identity of individual juveniles are not disclosed. Exceptions to this requirement: (a) authorization by law; or (b) consent of either the juvenile or his/her legally authorized representative. Under no circumstances may project reports or findings contain names of actual juvenile service recipients.
  
3. **Lobbying.** The Grantee agrees that funds shall not be used to pay for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a member of the Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by the Congress, any State legislature, any local council, or any similar governing body, except that this assurance shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, upon the request of such officials through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved. The Grantee further agrees to comply with the provisions of Section 319 of Public Law 101-121 as it relates to lobbying activities and the disclosure of such lobbying activities.

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Criminal Justice Policy and Planning Division  
450 CAPITOL AVENUE  
MS # 52CJP  
HARTFORD, CT 06106-1379

**SPECIAL GRANT CONDITIONS**

*Check applicable box, if required.*

- 1. The grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact OPM program staff at Valerie LaMotte regarding the required revisions.
- 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff Valerie LaMotte at 860-418-6316 for further detail on these funding restrictions.
- 3. The grantee is required to participate in training session(s). The grantee must contact Valerie LaMotte to schedule training and determine if there are other technical assistance opportunities.
- 4. The grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- 5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- 6. All training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other grantees.
- 7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, data base or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
- 8. The grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to the Office of Policy and Management.

**\*202-07 Consent Calendar**

Grant Submission: re 2008-2010 Social Services Block Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2008**

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*202-07 Consent Calendar**

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

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

**WHEREAS**, funds under this grant will be used to fund four social service programs; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Human Services Department, submit an application to the State Department of Social Services in an amount not to exceed \$192,850 for the purpose of providing various social service programs; and

## **NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the State Department of Social Services for funds to support a Social Services Block Grant Program.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for a Social Services Block Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

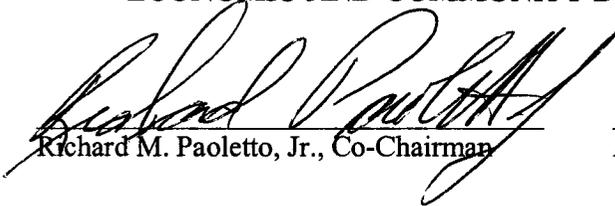


Report of Committee on ECD and Environment

-2-

**\*202-07 Consent Calendar**

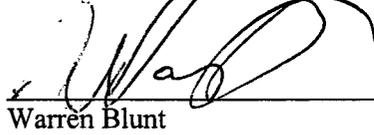
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

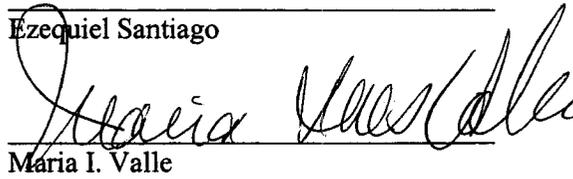
  
Richard M. Paoletto, Jr., Co-Chairman

\_\_\_\_\_  
Angel M. dePara, Co-Chairman

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

\_\_\_\_\_  
Ezequiel Santiago

  
Warren Blunt

  
Maria I. Valle

  
Brian C. Crowe

Council Date: November 3, 2008

**GRANT SUMMARY SHEET**

City Council - Contracts and Appointments Committee

APPLICATION AND/OR LOCAL TITLE: 2008 - 2010 Social Services Block Grant

CITY OFFICIAL in-charge: Valerie Leas-Sorrentino Phone: 576-7110

New Grant \_\_\_\_\_ Continuing (existing) Grant X

FUNDING SOURCE (including matching/in-kind funds):

Federal: \_\_\_\_\_

State: X

City: \_\_\_\_\_

Other: \_\_\_\_\_

FUNDS REQUESTED: \$192,850 Contingent on receipt of state funds

Salaries/Benefits: \_\_\_\_\_

Supplies: \$2,246

Equipment: 2,000

Other (Explain): \$188,604

Funds will be used to support the following programs for the two-year period:

1. Human Services – Admin @ \$11,520
2. Veterans Affairs - Case Management @ \$64,304
3. Office for Persons with Disabilities - Protective Services for Adults @ \$32,780
4. Office for Persons with Disabilities - Home-Based Services @ \$20,000
5. Child Guidance Center - Counseling @ \$60,000

Subcontracts: Yes X No \_\_\_\_\_

If yes, supply listing and dollar amount (please attach)

1. Child Guidance Center @ approx. \$60,000
2. Disability Resource Center @ \$20,000

PROJECT BACKGROUND:

This grant is funded by the State Department of Social Services. The City of Bridgeport has administered these funds for many years. No City match is required.

## PROJECT DATES:

October 1, 2008 - September 30, 2010

## TARGET POPULATION

The target population is program-specific and included below:

## PROGRAM GOALS AND OBJECTIVES

The goals of the program include:

1. Case Management - To provide advocacy, information & referral and follow-up services to veterans in the city of Bridgeport through the City's Office of Veterans Affairs.
2. Protective Services - To provide advocacy and promote self-advocacy for persons with disabilities who reside in Bridgeport to promote their quality of life through the City's Office of Persons with Disabilities.
3. Home-Based Services - To provide home maintenance and repair to low income, handicapped people in Bridgeport.
4. Counseling - To provide case management and advocacy services to low income Hispanic youth and their families.

## BENCHMARKS FOR GAUGING SUCCESS/EVALUATION OF PROGRESS:

The programs will be monitored by staff of Human Services. Success will be measured by the following outcome measures:

1. Case Management - 70% access needed medical services; 50% receive assistance in obtaining eligible benefits; 90% participate in treatment to improve daily functioning or resolve personal difficulties; 30% access housing; 90% access tangibles necessary to live - food, clothing, etc.
2. Protective Services - Prevent 95% of individual's situation of harm; advocate for necessary support and assistance for 100% of clients.
3. Home-Based Services - At least 99% of clients served will remain appropriately in their own homes for 6 months after receiving service.
4. Counseling - At least 80% of clients will receive appropriate services; at least 80% will experience improved family relationships.

**\*154-07 CONSENT CALENDAR**

Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site. **DENIED**

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

Submitted: November 3, 2008

*Taxed back to Committee: Nov. 3, 2008*

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

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

*City Clerk*

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Approved \_\_\_\_\_

*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on Miscellaneous Matters begs leave to report; and recommends **DENIAL** of the following resolution:

## **\*154-07 CONSENT CALENDAR**

### **Resolution to request timely updating and posting of the City Boards and Commissions information on the City of Bridgeport Web Site**

**WHEREAS**, the Boards and Commissions of the City of Bridgeport provide for the involvement of citizens and oversight of City matters; and

**WHEREAS**, the City Council has considerable interaction with the City's Boards and Commissions; and

**WHEREAS**, the City Council must review applications and approve appointments to the City's Boards and Commissions stipulated by Code of Ordinances; and

**WHEREAS**, the City of Bridgeport Web Site has become an essential source of information about the City and its structure; and Now Therefore, be it

**RESOLVED**, that the listings of membership of City Boards and Commissions be kept current and on file in the Office of the City Clerk; and be it further

**RESOLVED**, that no Town Committee Members are eligible to hold a position on any of the City's Boards or Commissions; and be it further

**RESOLVED**, that the Office of the Chief Administrative Officer provide a complete, updated list of Board and Commission members, including vacancies, on a monthly basis to the City Council's Office of Legislative Services; and be it further

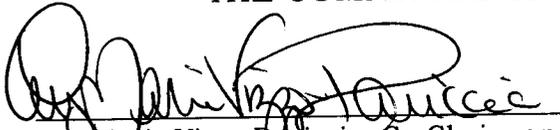
**RESOLVED**, that the City of Bridgeport Web Site Home Page dedicated link to the Boards and Commissions Page be updated monthly and reflect current membership and vacancies.

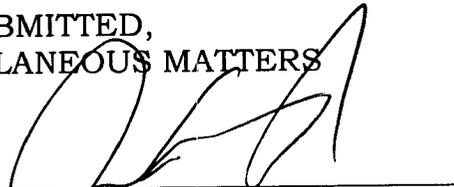


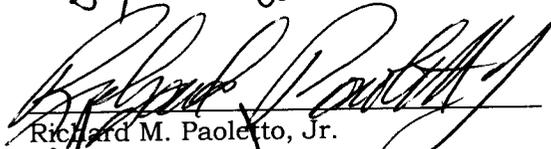
**Report of the Committee on Miscellaneous Matters  
\*154-07 CONSENT CALENDAR**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

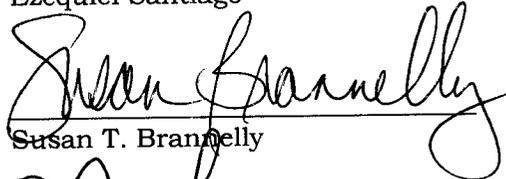
  
Amy Marie Vizzo-Patriccia, Co-Chairman

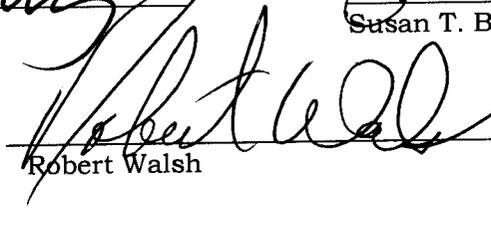
  
Warren Blunt, Co-Chairman

  
Richard M. Paoletto, Jr.

Ezequiel Santiago

  
Daniel Martinez

  
Susan T. Brannelly

  
Robert Walsh

Council Date: November 3, 2008

**\*197-07 CONSENT CALENDAR**

Establishment of a new position in the Office of Planning and Economic Development Office of Neighborhood Revitalization one (1) Condemnation/Anti-Blight Specialists

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: November 3, 2008**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

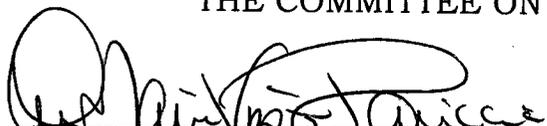
The Committee on **Miscellaneous Matters** begs leave to report;  
and recommends for adoption the following resolution:

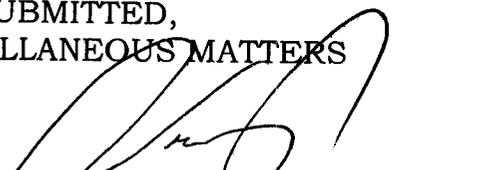
\*197-07 Consent Calendar

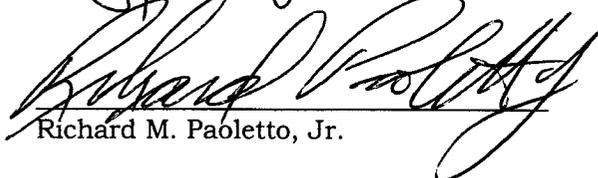
**RESOLVED**, That in accordance with the provisions of Special Act #85 of the Special Acts of 1957, the City Council of the City of Bridgeport does hereby establish the following new position:

Office of Planning and Economic Development – one (1) Condemnation/Anti-Blight Specialists in the Office of Neighborhood Revitalization

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

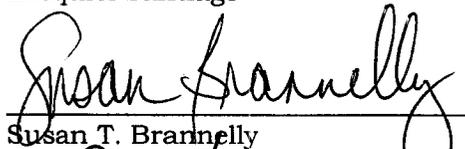
  
\_\_\_\_\_  
Amy Marie Vizzo-Panuccia, Co-Chairman

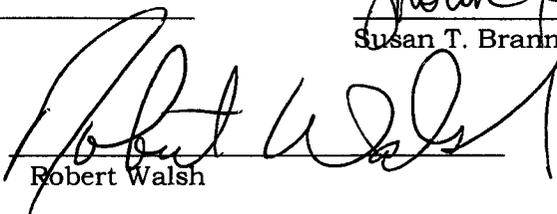
  
\_\_\_\_\_  
Warren Blunt, Co-Chairman

  
\_\_\_\_\_  
Richard M. Paoletto, Jr.

\_\_\_\_\_  
Ezequiel Santiago

\_\_\_\_\_  
Daniel Martinez

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Robert Walsh

Council Date: November 3, 2008

**\*215-07 CONSENT CALENDAR**

Appointment of Gail Solis (D) to the Planning and Zoning Commission

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: November 3, 2008**

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

*[Handwritten Signature]*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

## \*215-07 CONSENT CALENDAR

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Planning and Zoning Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

### NAME

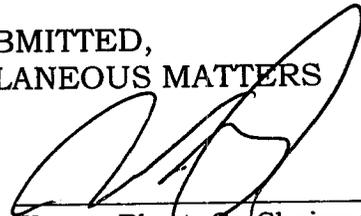
Gail Solis (D)  
110 Seaview Circle  
Bridgeport, CT 06606  
Replaces: Pat Fardy

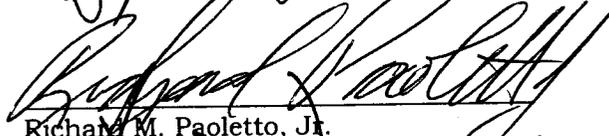
### TERM EXPIRES

December 31, 2010

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

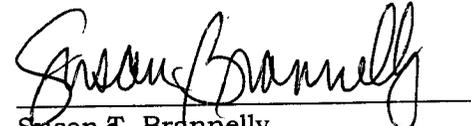
  
\_\_\_\_\_  
Amy Marie Vizzo Parocchia, Co-Chairman

  
\_\_\_\_\_  
Warren Blunt, Co-Chairman

  
\_\_\_\_\_  
Richard M. Paoletto, Jr.

\_\_\_\_\_  
Ezequiel Santiago

  
\_\_\_\_\_  
Daniel Martinez

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Robert Walsh

Amendments to the Municipal Code of Ordinances,  
Title 8, Health and Safety relating to Fees.

**Report**  
**of**  
**Committee**  
**on**  
Ordinances

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**Submitted: November 3, 2008**

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

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

*[Handwritten Signature]*

City Clerk

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 **Ordinances** begs leave to report; and recommends for adoption the following resolution:

**207-07**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that various sections contained within Title 8, HEALTH AND SAFETY, relating to Fees, are hereby amended as follows:

## **8.12.030 False burglar and holdup alarms.**

### A. Purpose.

1. The purpose of this section is to encourage alarm users and alarm businesses to maintain the operational reliability and properly use alarm systems and to reduce or false alarm dispatch requests and, thereby, prevent the misuse of police resources.

2. This section governs systems intended to summon police response, requires permits, establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension or loss of permits.

### B. Definitions. As used in this chapter:

"Alarm administrator" means a person or persons designated by the chief of police to administer, control and review alarm applications, permits, alarm dispatch request fines and penalties.

"Alarm appeals officer" means an individual designated by the chief of police to receive and hear appeals from fines or penalties.

"Alarm business" means the business, by an individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an alarm system in an alarm site.

"Alarm dispatch request" means notification to the police by the alarm business that an alarm, either manual or automatic has been activated at a particular alarm site.

"Alarm site" means a single premise or location served by an alarm system or systems. Each tenancy if served by a separate alarm system in a multi-tenant building or complex shall be considered a separate alarm site.

"Alarm system" means a device or series of devices, including, but not limited to, systems interconnected with radio frequency signals, which are designed to discourage crime, by emitting or transmitting a remote or local audible, visual or electronic signal indicating an alarm condition. Alarm system does not include: an alarm installed on a vehicle unless the vehicle is permanently located at a site; or an alarm designed to alert only the inhabitants of a premise



Report of Committee on Ordinances  
207-07

-2-

that does not have a sounding device, which can be heard on the exterior of the alarm site.

"Alarm user" means any person, firm, partnership, corporation or other entity who (which) uses an alarm system at its alarm site.

"Appeals review panel" means the panel designated to hear and decide all false alarm appeals in accordance with subsection O of this section. The panel will consist of a member of the police department and a community representative recommended by the chief and approved by the council, and an individual recommended by the Connecticut Burglar and Fire Alarm Association, who is also a resident of Bridgeport, approved by the council.

"Automatic telephone dialing alarm" means an alarm system which automatically sends over regular telephone lines a prerecorded voice message or coded signal indicating the existence of an emergency situation the alarm system is designed to detect.

"Chief" means the chief of police of the city or his designee.

"Conversion" means the transaction or process by which one alarm business begins monitoring of an alarm system previously monitored by another alarm business.

"Duress alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a crisis situation requiring police response.

"False alarm" means an activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system or his employees or agents. Such terminology does not include alarms caused by hurricanes, tornadoes, earthquakes, or other acts of nature or a prolonged power failure lasting more than four hours.

"False alarm dispatch" means an alarm dispatch request to the police department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense after having completed a timely investigation of the alarm site. An alarm dispatch request which is canceled by the alarm business or the alarm user prior to the time the responding officer reaches the alarm site shall not be considered a false alarm dispatch.

"False alarm user awareness class" means a class operated by the governing entity for the purpose of educating alarm users about the problems created by false alarm dispatches and in the responsible use of their alarm system.

"Holdup alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

"Keypad" means a device that allows control of an alarm system by the manual entering of a coded sequence of numbers or letters.



Report of Committee on Ordinances  
207-07

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"Modified response" means the categorization of an alarm call as priority three or a non-response, as determined by the alarm administrator in conjunction with the chief of police and/or his designee.

"Monitoring" means the process by which an alarm business receives signals from alarm systems and relays an alarm dispatch request to the city for the purpose of summoning police response to the alarm site.

"One plus duress alarm" means the manual activation of a silent alarm signal by entering at a keypad a code that adds one to the last digit of the normal arm/disarm code (normal code = 1234 one plus duress code = 1235).

"Person" means an individual, corporation, partnership, association, organization or similar entity.

"Takeover" means the transaction or process by which an alarm user takes over control of an existing alarm system that was previously controlled by another alarm user.

"Verify" means an attempt, by the alarm business, or its representative, to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, before requesting a police dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

C. Registration required-Application, fee, transferability, false statements.

1. Automatic telephone dialing alarms coming directly into the communications center of the police department are prohibited.

2. No commercial or multi-family premise alarm user shall operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit issued by the alarm administrator. A separate registration is required for each alarm site. Single alarm site (residence) shall be encouraged but not mandated to register.

3. A special classification shall be required for an alarm system equipped with a duress alarm.

4. There will be an amnesty period for alarm users to register all existing and new alarm sites. This period will be from January 1, 2000 to March 31, 2000. Thereafter, there will be a one-time fee of [ten dollars (\$10.00)] **twenty dollars (\$20.00)** for the registration of each alarm site. The initial registration fee must be submitted to the alarm administrator within fifteen (15) days after the alarm installation or alarm takeover.

5. Upon receipt of a completed application form for registration, the alarm administrator shall issue an alarm registration to an applicant unless the applicant has:

- a. Failed to pay a fine assessed under subsection L; or
- b. Had an alarm registration for the alarm site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.



Report of Committee on Ordinances  
207-07

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6. Each registration application must include the following information:
    - a. The name, address, and telephone numbers of the person who will be the registration holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this section;
    - b. The classification of the alarm site as either residential, commercial or apartment;
    - c. For each alarm system located at the alarm site, the purpose of the alarm system, i.e., burglary, holdup, duress, or other;
    - d. Signed certification from the alarm user and the alarm business stating:
      - i. The date of installation, conversion or takeover of the alarm system, whichever is applicable,
      - ii. The name, address and phone number of the alarm business performing the alarm system installation, conversion or alarm system takeover and responsible for providing repair service to the alarm system,
      - iii. The name, address and phone number of the alarm business monitoring the alarm system if different from the installing alarm business,
      - iv. That a set of written operating instructions for the alarm system, including written guidelines on how to avoid false alarms, have been left with the applicant, and
      - v. That the alarm business has trained the applicant in proper use of the alarm system, including instructions on how to avoid false alarms.
    - e. For all new systems registered after October 1, 1999, the electrical permit number issued by the city in accordance with Connecticut General Statutes 20-333 to 20-340; and name, phone number and business phone of all authorized key holders;
    - f. Classification of the alarm site as being equipped or non-equipped for duress alarm.
  7. Any false statement of a material matter made by an applicant for the purpose of obtaining an alarm permit shall be sufficient cause for refusal to issue a permit.
  8. An alarm registration cannot be transferred to another person. An alarm user shall inform the alarm administrator of any change that alters any information listed on the permit application within ten business days.
  9. All fees owed by an applicant must be paid before a registration may be issued or renewed.
  10. Information contained in permit applications shall be held in confidence by all employees or representatives of the city with access to such information.
- D. Alarm systems in apartment complexes-Furnished by the apartment complex as an amenity.



Report of Committee on Ordinances  
**207-07**

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1. If the owner or property manager of an apartment complex provides alarm systems in each residential unit as an amenity, then the owner or property manager of the apartment complex shall obtain a registration from the alarm administrator.

2. For purposes of assessing fines and enforcing this article, the alarm registration holder is responsible for payment of fines for false alarm dispatches emitted from the alarm systems in residential units.

3. The owner or property manager of an apartment complex shall obtain a separate alarm permit for any alarm system operated in a non-residential area of the apartment complex, including, but not limited to, common tenant areas and office, storage and equipment areas.

E. Proper alarm systems operation and maintenance.

1. An alarm user shall:

a. Maintain the premises and alarm system in a manner that will minimize or eliminate false alarm dispatches, and

b. Make every reasonable effort to respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by the city or the monitoring service to deactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises, and

c. Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

2. An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than fifteen (15) minutes after being activated nor at any decibel level of sound beyond that provided for in Chapter 8.80.

3. An alarm user shall have a properly licensed alarm technician inspect his alarm system after six false alarm dispatches in a one-year period. After six false alarm dispatches the alarm user must have a properly licensed alarm business modify the alarm system to be more false alarm resistant or provide additional user training as appropriate.

F. Monitoring procedures.

1. An alarm business performing monitoring services shall:

a. Attempt to verify every alarm signal, except a duress or hold up alarm activation before requesting a police response to an alarm signal;

b. Communicate alarm dispatch requests to the city in a manner and form determined by the alarm administrator;

c. Communicate verified cancellations of alarm dispatch requests to the city in a manner and form determined by the alarm administrator.

G. Duties of alarm business.



Report of Committee on Ordinances  
207-07

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1. After January 1, 2000, alarm businesses shall not program alarm systems so that they are capable of sending one plus duress alarms. Alarm businesses may continue to report one plus duress alarms received from alarm systems programmed with this feature prior to January 1, 2000. However, after January 1, 2000, when performing a takeover or conversion an alarm business must remove the one plus duress alarm capability from the alarm system being taken over or converted.

2. After January 1, 2000, alarm businesses shall not install a device for activating a hold-up alarm which is a single action non-recessed button.

3. After January 1, 2000, alarm businesses shall not install any control panel which does not meet the security industry association standards as certified by underwriter laboratories.

H. Alarm system operating instructions. An alarm user shall maintain at each alarm site, a set of written operating instructions for each alarm system.

I. Alarm dispatch request records. Alarm businesses which perform monitoring services must maintain for a period of at least one-year following request for police dispatch to an alarm site, records relating to the dispatch. Records must include the name, address and phone number of the alarm user, the alarm system zone(s) or point(s) activated, the time of request for police dispatch and evidence that an attempt to verify was made to the alarm site prior to the request for police dispatch. The alarm administrator may request copies of such records for individually named alarm users.

J. System performance reviews. If there is a reason to believe that an alarm system is not being used or maintained in a manner that ensures proper operation and suppresses false alarms, the alarm administrator may require a conference with an alarm user and the alarm business responsible for the repair of the alarm system to review the circumstances of each false alarm.

K. False alarm user awareness class. The administrator shall oversee the creation and implementation of a false alarm user awareness class. The training program shall inform alarm users of the problems created by false alarm dispatches and teach alarm users how to operate their alarm systems without generating false alarm dispatches.

L. Fines.

1. An alarm user shall be subject to fines, warnings and suspension or revocation of permit depending on the number of false alarm dispatches emitted from an alarm system within a rolling twelve (12) month period based upon the following schedule:



Report of Committee on Ordinances  
207-07

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Number of false alarm dispatches	Action taken	Fines
3	Warning letter	0
4-6		\$50
More than 7		\$99 per incident plus option of modified response

2. In addition, any person, operating a non-registered alarm system (whether revoked, suspended or never acquired) will be subject to an additional fine of ninety-nine dollars (\$99.00) for each false alarm dispatch, in addition to the other fines specified above. The alarm administrator may waive this additional fine for a non-permitted system if the alarm user properly registers the site within ten days after such violation.

3. An alarm user shall, after the fourth false alarm dispatch, have the one-time option of attending a false alarm user awareness class in lieu of paying the prescribed fine.

4. The alarm administrator may reinstate a suspended registration or adjust a modified response designation upon receipt of acceptable evidence that the cause has been addressed and appropriate corrective action has been taken as outlined in subsection P. M. Appeal from fines.

1. An alarm user may appeal assessment of a fine to the alarm appeals officer by filing a written request for hearing setting forth the reasons for the appeal within ten days after receipt of the fine. The filing of a request for an appeal hearing with the alarm appeals officer stays the assessment of the fine until the alarm appeals officer makes a final decision.

2. The alarm appeals officer shall conduct a formal hearing and consider the evidence submitted by any interested person(s). He shall make his decision on the basis of the preponderance of evidence presented at the hearing including, but not limited to evidence that a false alarm dispatch was caused by a defective part that has been repaired or replaced or that an alarm dispatch request was caused by a criminal offense. The alarm appeals officer must render a decision within thirty (30) days after the appeal hearing. The alarm appeals officer shall affirm, reverse or modify the assessment of the fine or penalty. The decision of the alarm appeals officer is final as to administrative remedies with the city.

3. During an appeal the alarm user will not be fined if the appeals process falls within the period of registration renewal. The alarm user will have ten days after an appeal decision is made to re-register without penalty.

N. Revocation, suspension or modified response.



Report of Committee on Ordinances  
207-07

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1. In addition to suspension, revocation or modified response pursuant to subsection L, the alarm administrator may suspend or revoke an alarm registration if it is determined that:

a. There is a false statement of a material matter in the application for a permit; the permit holder has failed to make timely payment of a fee assessed under subsection M(2) or;

b. After documenting seven or more false alarm dispatches at a single alarm site, the alarm administrator, in conjunction with the chief of police and/or his designee, reserves the right to categorize an alarm site/user as a chronic abuser of the police alarm response process. After such designation, the police department can respond to an alarm dispatch request with a modified response. Appeals from the chronic abuser designation are made in accordance with subsection M of this section.

O. Appeal from denial, suspension or modified response.

1. If the alarm administrator denies the issuance or renewal of a registration, or suspends or revokes a registration, he or she shall send written notice of his action and a statement of the right to an appeal, by certified mail, return receipt requested, to both the applicant or alarm user and the alarm business.

2. The applicant or alarm user may appeal the decision of the alarm administrator to the chief or his designee by filing a written request for a review setting forth the reasons for the appeal within fourteen (14) days after receipt of the notice from the alarm administrator. An alarm business may submit the request for review on behalf of an alarm user.

3. Filing of a request for appeal shall stay the action by the alarm administrator suspending or revoking a permit until the chief or his designee has completed his/her review.

4. The alarm review panel shall conduct a formal hearing and consider the evidence submitted by any interested person(s). It shall make a decision on the basis of a preponderance of the evidence presented at the hearing including, but not limited to, certification that alarm users have been retrained, that a defective part has been repaired or replaced, or that the cause of the false alarm has been otherwise determined and corrected. The panel shall affirm, reverse, or modify the action of the alarm administrator. The decision of the panel is final as to administrative remedies with the city.

P. Reinstatement of permit.

1. A person whose alarm permit has been revoked may be issued a new permit if the person:

a. Submits an updated application and pays a twenty dollars (\$20.00) permit fee, and;



Report of Committee on Ordinances  
207-07

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- b. Pays, or otherwise resolves, all citations and fines, and;
- c. Submits appropriate documentation from an alarm business, that complies with the requirements of this article, stating that the alarm system has been inspected and repaired (if necessary) and staff retrained as necessary by the alarm business.

Q. Confidentiality of statistics.

1. All names and addresses of complying alarm users shall be held in the strictest of confidence and shall be deemed a public record exempt from disclosure. Any violation of confidentiality shall be deemed a violation of this ordinance. The alarm administrator shall be charged with the sole responsibility for the maintenance of all records of any kind under this ordinance.

2. Subject to the requirements of confidentiality, the alarm administrator shall develop and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public. (Ord. dated 10/18/99)

**8.16.050 Fees.**

The fee for issuance of a certificate of inspection to operate a child care center or group day care home shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. Once issued a certificate of inspection to operate a child care center or group day care home, each establishment shall pay on or before October 1st of each subsequent year an annual inspection fee of [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. In the event that the application for a certificate of inspection and the receipt of payment for such certificate of inspection is not obtained by the department of health on or before October 1st, the establishment must complete a new application for inspection and the fee shall be [two hundred dollars (\$200.00)] **four hundred dollars (\$400.00)** for such new application and renewal. The director of health may waive an inspection fee for any nonprofit organization applying under this chapter. (Ord. dated 11/7/05 (part))

**8.16.110 Reissuance of certificate of inspection.**

A revoked certificate of inspection required to operate a child care center or group day care home shall be reissued upon proper application and upon presentation of evidence which satisfies the director of health that the deficiencies that caused revocation have been corrected. The fee for the reissuance of a revoked certificate of inspection shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** which fee will be renewable on October 1st. (Ord. dated 11/7/05 (part))



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**8.16.120 Violation Penalties.**

Any person who violates any provision of this chapter shall be fined not more than [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** for each violation. It shall be the responsibility of the offender to abate the violation as ordered by the director of health. Each day a child care center or group day care home is operated without a certificate of inspection or in other violation of this chapter shall be deemed a separate offense. (Ord. dated 11/7/05 (part))

**Article I In General**

**8.20.040 Frozen dessert license-Fee.**

The annual fee for each license required by Section 8.20.010 shall be [one hundred twenty-five dollars (\$125.00)] **one hundred and fifty dollars (\$150.00)** payable July 1st each year. (Ord. dated 1/18/94 (part): prior code § 12-4)

**Article I In General**

**8.20.090 Sandwich license-Fee.**

A. The annual fee for a sandwich license shall be [one hundred twenty-five dollars (\$125.00)] **two hundred and fifty dollars (\$250.00)** payable by January 1st each year.

B. In the event that the reapplication for license is not obtained by the department of health and social services on or before January 1st, the fee shall increase to [two hundred dollars (\$200.00)] **three hundred and fifty dollars (\$350.00)**. (Ord. dated 1/18/94 (part): prior code § 12-9)

**Article I In General**

**8.20.140 Beverage license-Fee.**

A. The annual fee for each beverage license shall be payable by January 1st each year as follows:

Seating Capacity	Fee
0-50	[\$100.00] <b><u>(\$175.00)</u></b>
51-100	[ 150.00] <b><u>(\$250.00)</u></b>
100+	[ 200.00] <b><u>(\$325.00)</u></b>



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B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

Seating Capacity	Fee
0-50	[\$150.00] <b>(\$275.00)</b>
51-100	[250.00] <b>(\$350.00)</b>
100+	[350.00] <b>(\$425.00)</b>

(Ord. dated 1/18/94 (part): prior code § 12-14)

**8.20.200 Milk licenses-Fees.**

A. The annual fee for a milk dealer's license shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)** payable by January 1st each year.

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. (Ord. dated 5/21/90 (part): prior code § 12-20)

**Article II Food Dealers**

**8.20.230 License-Fee.**

A. The annual fee shall be charged for such license payable by July 1st of each year as follows:

Food Establishments

	Area in Square feet
0-2500	[\$100.00] <b>(\$250.00)</b>
2500+	[ 200.00] <b>(\$350.00)</b>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before July 1st, the license fee shall increase to the following:

Food Establishments

	Area in Square feet
0-2500	[\$200.00] <b>(\$350.00)</b>
2500+	[ 400.00] <b>(\$450.00)</b>

(Ord. dated 1/18/94 (part): prior code § 12-32)



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**Article III Restaurants**

**8.20.430 License-Fee.**

A. The annual fee for a restaurant license shall be payable by January 1st of each year as follows:

Restaurants

Seating Capacity

0-50	[ \$100.00] <b>(\$200.00)</b>
51-100	[ 150.00] <b>(\$250.00)</b>
100+	[ 200.00] <b>(\$350.00)</b>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

Restaurants

Seating Capacity

0-50	[\$150.00] <b>(\$300.00)</b>
51-100	[ 250.00] <b>(\$350.00)</b>
100+	[ 350.00] <b>(\$450.00)</b>

(Ord. dated 1/18/94 (part): prior code § 12-78)

**Article V. Itinerant Food Vendors**

**8.20.650 Food vending license.**

A. No person, firm or corporation shall operate or maintain within the city an itinerant food vending business, servicing food or drink from any conveyance, without fixed location and without connections to water supply and sewage disposal systems, except after compliance with Section 19-13-B-48 of the Connecticut Public Health Code.

B. The annual fee for each itinerant food vending unit shall be [two hundred dollars (\$200.00)] **two hundred and fifty dollars (\$250.00)**. All licenses will be due by March 31st. A temporary itinerant vending food license of five days at a fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** can be obtained.

C. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before March 31st the license shall increase to [two hundred seventy-five dollars (\$275.00)] **three hundred and fifty dollars (\$350.00)**. (Ord. dated 10/17/05: Ord. dated 7/5/05: Ord. dated 1/18/94 (part): prior code § 23-22)



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**8.28.010 Inspections by fire chief Fees established.**

A. Liquor Licenses.

1. The fire marshal of the city shall inspect or cause to be inspected any property applying for a new or existing liquor license. A [seventy-five dollar (\$75.00)] **one hundred dollars (\$100.00)** fee for all liquor permits allowing the retail sale, serving and consuming on the property shall fall within the following guidelines:

- Boat permit;
- Cafe permit;
- Charitable organization permit;
- Club permit;
- Nonprofit club permit;
- Coliseum permit;
- Coliseum concession permit;
- Concession permit;
- Golf country club permit;
- Hotel permit;
- Nonprofit public art museum permit;
- Nonprofit theater permit;
- Resort permit;
- Restaurant permit;
- Restaurant permit beer only;
- Restaurant permit wine and beer only;
- Restaurant permit catering establishment;
- Special sporting facility permit;
- Tavern permit;
- Temporary permit for beer only;
- University permit;
- University liquor permit;
- Bowling establishment permit;
- Nonprofit public television corporation permit;
- Airport restaurant permit;
- Airport bar permit.

2. Inspection of such premises shall conform to the current Connecticut Fire Safety code, all other current Connecticut General Statutes and current N.F.P.A. publications. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.



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B. Public Hall. The fire marshal of the city shall inspect, or cause to be inspected, annually all assembly occupancies (minimum seventy-five (75) occupants) rented to the public for social functions or parties, shall require a license to be issued by the Bridgeport fire marshal for such license an annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)**, payable upon application, shall be made. This annual inspection shall coincide with any other licenses, such as liquor license, health certificate, vendor permits with LPG tanks only. Any applications for vendor permits submitted to the fire marshal shall be accompanied with a [ten-dollar (\$10.00)] **twenty-five dollars (\$25.00)** fee. Also, the cart or vehicle containing such tanks shall be brought to the fire marshal's office for inspection at this time. Appointments shall be made in advance for this inspection which will include compliance with NFPA 58, standard for the storage and handling of liquified petroleum gases. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

C. Day Care Centers. The fire marshal of the city shall inspect or cause to be inspected annually all day care centers in which more than twelve (12) clients receive care, maintenance and supervision by other than relatives or legal guardians for less than twenty-four (24) hours per day, to insure the Life Safety requirements. An annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** will be required prior to the annual fire marshal's inspection of all day care centers. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

D. Group Day Care Homes. The fire marshal of the city shall inspect or cause to be inspected annually all group day care homes to insure the compliances with the Connecticut Life Safety Code in which at least seven, but not more than twelve (12) clients receive care, maintenance and supervision by other than their relatives or legal guardians for less than twenty-four (24) hours per day. An annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** will be required prior to the annual fire marshal's inspection of all group day care homes. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

E. Lodging and Rooming Houses.

1. The fire marshal of the city shall inspect or cause to be inspected annually all existing lodging and rooming houses, in accordance with the codes and standards of the state of Connecticut Life Safety Codes, issue an approval to the Housing Code enforcement agency to license such occupancy upon compliance of codes.



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2. Such application for inspection to the Bridgeport fire marshal's office shall be accompanied by a [seventy-five dollar (\$75.00)] **one hundred dollars (\$100.00)** fee made payable to the fire marshal's office prior to scheduling of such inspections. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

F. Phase I Site Assessments. The fire marshal of the city shall provide information as requested for Phase I site assessments. Such requests shall be accompanied by a fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** per site as recorded. This assessment will include a search of all our data bases, including hazardous materials files, incident responses and past fire reports. Upon completion of this search, copies of all records found would be forwarded, accompanied by a letter advising that the information given is based on file records only. This information may not accurately reflect conditions as they currently exist at this property. You may wish to contact other city, state and federal agencies for further information regarding the environmental conditions of this property.

G. Commercial Kitchen Exhaust Hoods, Ducts and Extinguishing Systems. The fire marshal of the city shall inspect or cause to be inspected annually all commercial kitchen hoods and duct systems, and their related extinguishing systems, according to the codes and standards as adopted by the state of Connecticut. All such annual inspections shall be accompanied by a fee of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** made payable to the Bridgeport fire marshal's office. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

H. Dry Cleaning Establishments. The fire marshal of the city shall inspect or cause to be inspected all dry-cleaning establishments in his jurisdiction annually in accordance with the codes and standards as set forth in the General Statutes of the state of Connecticut and shall collect [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** payable to the Bridgeport fire marshal's office.

I. Carnivals. The fire marshal of the city shall inspect or cause to be inspected all carnival events in his jurisdiction prior to giving approval to operate. All such parties sponsoring events using tents, portable cooking devices, rides, amusements and any other such activity or combination or activities for any reason or cause shall schedule an inspection with the fire marshal's office at least thirty (30) days prior to the scheduled event. Also, thirty (30) days prior to the scheduled event, a plot plan showing all rides, booths, concessions, and



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amusements shall also be submitted, along with all other relevant documentation; and a fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** shall be paid to the Bridgeport fire marshal's office at that time.

J. Hotels. The fire marshal of the city shall inspect or cause to be inspected annually all hotels within his jurisdiction. These premises will be inspected according to the codes and standards as set forth by the state of Connecticut Life Safety Code. For the purpose of definition, a hotel is a building or a group of buildings under the same management in which there are more than sixteen (16) sleeping accommodations primarily used by transients for lodging with or without meals, whether designated as a hotel, inn, club, motel or by any other name. So-called apartment hotels shall be classified as hotels because they are potentially subject to the same transient occupancy as hotels. Upon scheduling of an inspection of a hotel, a fee shall be collected of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** payable to the Bridgeport fire marshal's office. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

K. Cargo Tank Motor Vehicles. The fire marshal of the city shall inspect or cause to be inspected annually any motor vehicle registered within his jurisdiction that is used for the storage or transportation of any bulk flammable or combustible liquids, liquified petroleum gas, or liquified natural gas, or any other hazardous materials for the purpose of issuing a certificate as directed by the provisions of the Connecticut General Statutes 29-322, 29-332 and 29-339. A fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** per sticker shall be paid to the Bridgeport fire marshal's office.

L. Pressure Test for Gas Piping. The fire marshal of the city shall inspect when, as a result of fire occurring in a building or structure, or in the proximity of a building or structure, or any other installation involving natural gas piping devices, appliances or other related equipment, the Bridgeport fire department officer in charge of such emergency situation, so orders the shut-down or cessation of natural gas flow through any piping and a natural gas utility requests permission for the Bridgeport fire department to restore service within their jurisdiction, then the Bridgeport fire marshal or his designee shall witness the pressure test of that gas piping, provided that such test is performed by a properly licensed plumber as approved by the natural gas utility. Such pressure test shall be in accordance with the National Fire Protection Association Standard 54, National Fuel Gas Code, as referenced and adopted by the state of



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Connecticut and a fee of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** shall be collected by the fire marshal of the city or his designee and shall be made payable to the Bridgeport fire marshal's office.

M. Vendor Permits/LPG Tanks. The fire marshal of the city shall inspect or cause to be inspected any carts or vehicles of vendor permit applicants which use liquified petroleum gas as a fuel for cooking. Each liquified petroleum gas tank and piping shall be installed and mounted per NFPA 58 Standards. At the time of application, a fee of [fifteen dollars (\$15.00)] **twenty five dollars (\$25.00)** shall be made payable to the Bridgeport fire marshal and the cart or vehicle brought to the fire marshal's office parking lot for inspection. (Ord. dated 7/5/05; Ord. dated 12/21/92 § 75(b); Ord. dated 8/1/94 (part); prior code § 11-22)

## Article II Permits

### 8.36.250 Applications.

A. The application for the permit required by Section 8.36.230 shall be filed with the city council of the city; shall be made by the owner, lessee or occupant of the premises at which such flammable liquids are to be kept, stored and maintained; shall be in writing, shall state the number of gallons and the kind of such flammable liquids which the applicant desires to keep, store and maintain; shall be accompanied by a map or plan showing accurately the location of the premises on which such flammable liquids are to be kept, stored or maintained and the location of buildings, streets, highways and parks by which the same may be bounded and the relative distances of the same from the premises where such liquids are proposed to be kept, stored or maintained; and shall show by diagram the location on the premises of each storage tank where such liquids are to be kept, stored and maintained together with a list of the type and capacity of each tank. If such application and map or plan showing such keeping, storage and maintenance of flammable liquids is in accordance with other provisions of this chapter relating to underground storage tanks, the city council may issue such permit, the fee for which shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)** per tank and shall be paid to the fire chief for use of the city.

B. The application for the permit required by Section 8.36.240 shall state specifically the maximum number of gallons which the applicant desires to store and shall be accompanied by a map or blueprint showing accurately the location of such premises and of buildings, streets, highways and parks by which the same may be bounded and the relative distances of the same from the premises where such substances are proposed to be stored and shall also show the location on such premises where such substances are to be stored.



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C. The installation of any flammable or combustible liquid tank in excess of one hundred (100) gallons shall require a permit from the fire chief. Any tank installation of a flammable or combustible gas one hundred (100) pounds or larger shall require a permit from the fire chief. All applications for permits shall be accompanied by a map or plan showing accurately the location of the premises on which such flammable or combustible liquids and gases are to be kept, stored or maintained and the location of buildings, streets, highways and parks by which the same may be bounded, and the relative distances of the same, from the premises where such liquids and gases are proposed to be kept. A diagram of all buildings shall show windows, doors or openings therein, and the distance the tank to be stored from all openings. A fee for the application and installation shall be [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** per commercial flammable or combustible liquid or gas tank; [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** per residential flammable or combustible liquid or gas tank and shall be paid to the fire chief for use of the city. (Ord. dated 7/5/05: Ord. dated 8/1/94 (part): Ord. dated 12/21/92 § 75(b); prior code § 11-110)

**8.84.050 Annual fee.**

A. The annual fee for a swimming pool license shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** required upon initial inspection and then by May 15th, each year thereafter.

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before May 1st, the license shall increase to [two hundred dollars (\$200.00)] **four hundred dollars (\$400.00)**. (Ord. dated 1/18/94 (part): prior code § 19-127)

**8.84.100 Reissuance of license.**

A license to operate shall be issued upon proper application and upon presentation of evidence that the deficiencies causing revocation have been corrected. A license fee of [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)** will be required for all reissued licenses. (Prior code § 19-132)



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**8.84.110 Violation-Penalty.**

A. Any person who violates any provision of this chapter shall be fined not more than [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** for each violation.

B. It shall be the responsibility of the offender to abate the violation as ordered by the director of health. Each day an artificial public pool is operated without a license or in other violation of this chapter shall be deemed a separate offense. (Prior code § 19-134)

**8.90.050 Tobacco marketing permit procedure.**

A. All tobacco sales by retailers which commence operations after the effective date of this chapter shall be made only after obtaining a tobacco marketing permit from the health department on a form provided and upon a demonstration of compliance with this chapter. All retailers existing prior to the effective date of this ordinance may continue to make tobacco sales until December 31, 1999. Starting January 1, 2000, all such retailers must obtain a tobacco marketing permit pursuant to this chapter.

B. The permit fee shall be [one hundred dollars (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** per calendar year, or a pro rata portion thereof based upon the number of months during the calendar year in which such retailer was in operation.

C. The duration of a permit shall be for one calendar year.

D. Violations of this chapter by a retailer shall be punishable by fine or revocation of the permit, as follows:

1. Upon violation of this chapter, the health department shall issue a written warning or citation to the retailer specifying the violation of this chapter.

2. If the retailer fails to demonstrate that the action complained of in the citation has been corrected to the satisfaction of the health department within five business days of the date the citation was issued, a violation will then be issued for the action complained of.

3. A violation is punishable by a fine of one hundred dollars (\$100.00) per day pursuant to Chapter 1.12, Section 1.12.010 of the municipal code of ordinances for each day that the action complained of was not corrected after the violation was issued, and such amount shall be paid to the health department within ten business days of demand.

4. If a second violation is issued within the same calendar year, in addition to the monetary fine payable, the tobacco marketing permit shall be suspended for a period of thirty-one (31) calendar days, or until the last day of the calendar month, whichever occurs first.



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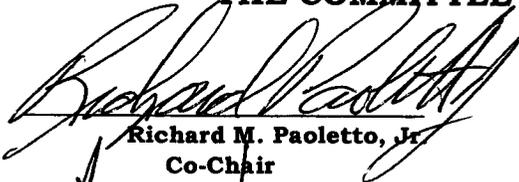
5. If a third violation is issued within the same calendar year, in addition to the monetary fine payable, the tobacco marketing permit shall be suspended for one hundred eighty (180) days, or until the last day of the calendar year, whichever occurs first.

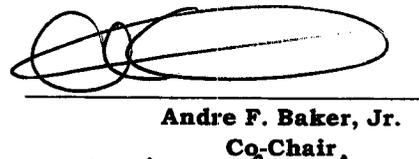
6. If a retailer has received three or more violations in a calendar year, no tobacco marketing permit will be issued to such business for the next succeeding calendar year.

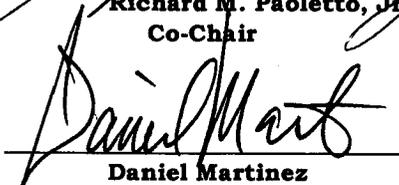
E. Violations of this chapter by an advertiser, marketer or promoter of tobacco products or promoting the use thereof, other than a retailer, shall be punishable by a fine of [one hundred dollars (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** per day for each day that such violation continues beyond the tenth (10th) day after such violation is issued. (Ord. dated 3/15/99)

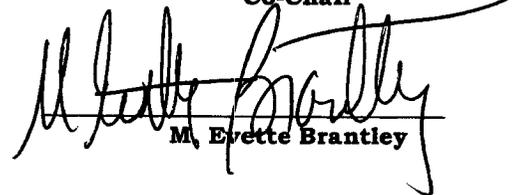
Respectfully submitted,

**THE COMMITTEE ON ORDINANCES**

  
Richard M. Paoletto, Jr.  
Co-Chair

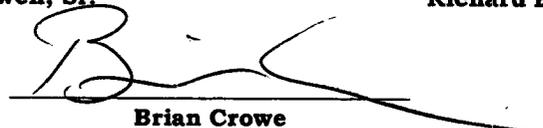
  
Andre F. Baker, Jr.  
Co-Chair

  
Daniel Martinez

  
M. Evette Brantley

  
Robert P. Curwen, Sr.

  
Richard Bonney

  
Brian Crowe

City Council Date: November 3, 2008