

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 15, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of 10-year-old Nalani McDuffie for being crowned Connecticut Jr. Pre-Teen Queen at the 2014 National American Miss Pageant.

City Council Citation: In Recognition of 10-year-old Nalani McDuffie for being crowned Connecticut Jr. Pre-Teen Queen at the 2014 National American Miss Pageant.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: July 7, 2014

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 160-13** Communication from OPED re: Proposed Resolution Authorizing a Ground Lease for the Use and Redevelopment of the rear portion of 236 Evergreen Street, referred to Economic and Community Development and Environment Committee.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 161-13** Resolution presented by Council Members Martinez and Feliciano re: Request that Nichols Street be designated as "Two-way Traffic" from its intersection with Pembroke Street and East Main Street with the proper Installation of signs and road markings, referred to Board of Police Commissioners.

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

- \*121-13** Public Safety and Transportation Committee Report re: Resolution regarding the Discontinuance of Morris Street, East of Bostwick Avenue.
- \*130-13** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Office of Policy & Management Youth Services Prevention Grant Program for the Police Department's Gang Resistance Education and Training Program.

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

- \*136-13** Public Safety and Transportation Committee Report re: Appointment of Cynthia Saunders Maignan (D) to the Fire Commission.
- \*95-13** Contracts Committee Report re: Resolution requesting that the City Issue a Request for Proposal as part of the Bidding Process for the Boys and Girls Club Located at 555 Madison Avenue.
- \*158-13** Contracts Committee Report re: Master Municipal Agreement with the State of Connecticut Department of Transportation for Rights of Way Projects.
- \*159-13** Contracts Committee Report re: Lease Agreement with GJS Properties, LLC for Bridgeport Police Parking Located at 205-245 Congress Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 15, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

Financial reporting by city.

Gary Raydor  
105 Princeton Street  
Bridgeport, CT 06605

Observations of Council Meetings.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, SEPTEMBER 15, 2014  
6:30 PM**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:40 p.m.

**ROLL CALL**

Assistant City Clerk Ortiz called the roll.

The following members were present:

130<sup>th</sup> District: Rick Torres  
131<sup>st</sup> District: Jack Banta, Denese Taylor-Moye  
132<sup>nd</sup> District:  
133<sup>rd</sup> District: Thomas McCarthy, Howard Austin  
134<sup>th</sup> District:  
135<sup>th</sup> District:  
136<sup>th</sup> District: Alfredo Castillo  
137<sup>th</sup> District: Milta Feliciano  
138<sup>th</sup> District: Richard Paoletto  
139<sup>th</sup> District:

**RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP 22 A 10:11  
ATTEST  
CITY CLERK**

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 15, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

Financial reporting by city.

Mr. Lee came forward and read the following statement into the record:

If I ask an individual, "How are you doing financially?" most people will respond, "OK." It is a very practical answer. They tell me afterwards that their revenue is greater than their current expense including all kinds of taxes. Operationally, at this moment, they sense they are on top of their game. That is similar to what the Budget & Appropriations Committee does for the Council if it bothers to look at the operating budget in detail.

But some people answer such a question by reflecting on their Net Worth. They think about their asset positions including real estate, savings, financial and property investments, business values, retirement plans, annuities and life insurance and compare it to mortgages, education loans, lines of credit, card payments and other liabilities. If the latter are decreasing steadily and under control and the assets are increasing in value, Net Worth likewise is trending positively.

*Council Members Halstead and Martinez joined the meeting at 6:44 p.m.*

If I ask you as City Council members, "How is Bridgeport doing financially in terms of Net Worth?" what would you answer? To what document or report do you look to for such an answer? The only one that comes to mind is the Comprehensive Annual Financial Report last done for the year 2013 and received by you eight months ago in January 2014. Did you hold a hearing to review that report specifically inviting the public to attend and understand the results alongside you? If not, why not? It is the long term measurement tool for whether Bridgeport policy, plans, processes and overall activity are headed in the right direction, building long term community values and fiscal strength.

*Council Member Swain joined the meeting at 6:45 p.m.*

In the several years I have been reviewing City monthly operating reports I have been surprised that none of you receive balance sheet information from the City that becomes public. Apparently you do not ask for it either! When the Financial Review Board supervised City finances 20 years ago, they knew what was in every account, every day. And they also were aware of the liabilities, including accounts payable, at any time. With no Internal Auditor to advise on risks, where is your early warning system? With no Finance Board or committee of any type, the Budget & Appropriations Committee is the only body to question, to probe, and do fiscal blocking and tackling. Are they doing this in comprehensive fashion? What can they tell you? The other 13 people on the Council assume they are up to the task and doing it, aren't you? Do any of you elected 20 Council members know the trend of Bridgeport net worth in the past 5 years? Does it matter to City land and building values that they reflect October 1, 2008 assessments rather than October 1, 2013 values for which taxpayers spent \$300,000? And have you bothered to update your understanding of City Pension Plans A & B in the face of what likely are not conservative assumptions regarding interest and retirement payouts? Will Bridgeport MERF contributions for public safety officers increase from today when overtime payouts are factored in? Do the amounts charged for Outside Overtime to contractors when police officers are doing flag duty, reimburse the City for the additional future pension payouts to police under MERF that will include overtime compensation in determining pensions? Have you reviewed such material?

If you have not performed such basic monitoring and review, is it because you have a surplus of trust in the Finance Department of the City? They have provided reports to you with mis-labeled headings twice in the past year that indicates proof-reading is a sometime thing for this most basic report.

As all of you know, I am present at each City Council meeting to share with you information that I think you may not be seeing with a "taxpayer perspective". It has seemed to some of you that I am critical all the time and you dismiss me automatically. This year two Council representatives

have not allowed me speak at Committees they chair. In once case proponents, who live outside Bridgeport, for a project seeking tax abatement largesse were invited to participate, but I was silenced by the co-chair. That is an abuse of your CC rulebook privilege, I suggest. Yet I continue in the belief that this information will be vital to those who have to turn the City around in the near future. Your current work, including tonight's B&A recommendation for another standing item, is merely re-arranging deck chairs on the Bridgeport version of the Titanic!

My comments are a matter of public record in the City Clerk office, on video archived and in each of your email directories. You cannot plead ignorance of the current and coming fiscal difficulties or of the irregularities that have been noted regarding Council's own extra-ordinance "Stipend" handling and the political payments made to charities in June 2013 from your "Other Services" Legislative account without agenda, meeting or minutes...and the City itself received NO SERVICES. What will you do when questions rise about your financial stewardship? Time will tell.

**Gary Raydor**  
105 Princeton Street  
Bridgeport, CT 06605

Observations of Council Meetings.

Mr. Raydor came forward and said that he had been to several Council Meetings and noticed several things about the representation of the residents by their elected officials. He reminded everyone that they were elected to represent their constituents.

*Council Member Lyons joined the meeting at 6:48 p.m.*

Council President McCarthy then announced that others had signed up to address the Council Members.

**Mr. Clyde Nicholson** came forward and greeted the Council Members about Seaview Avenue warehouse fire and the recent fatal apartment fire. He spoke about the location of the warehouse and their proximity of the warehouse to a hospital, school and residential homes. He wanted to know if the landlord was responsible for putting all the toxic chemicals there. He said that this was not just another fire, but a situation where someone broke the law and many people now have to be tested because of it. He said that the students were expected to be in school the next day without any kind of testing

*Council Members Brannelly and Salter joined the meeting at 6:54 p.m.*

He said that every building should be hard wired to the 9-1-1 system. He then spoke about the recent apartment fire that resulted in the loss of one resident and the hospitalization of two others.

**Mr. Amos Brown** came forward and spoke about public safety and said that the children should be safe not only when they go to school but when they are on the street and in their homes. Stop the shootings of children. He mentioned an incident between Norwalk and Bridgeport where the Mayor of Bridgeport told the City of Norwalk not to send their people to Bridgeport. He said that the Council needs to make a law to stop the shooting. He said that the people need to hold protests for all these deaths.

City of Bridgeport  
City Council  
Regular Meeting  
September 15, 2014

*Council Member DeJesus joined the meeting at 6:55 p.m.*

**Ms. Crystal Mack** came forward and spoke about how people were being taxed unfairly in terms of the re-evaluation. She said that she had worked for the City in the 70's and that some of the documents had been lost. She mentioned the WPCA charging \$4.25 per unit of water. She said that people were losing their homes over the WPCA bills, yet there are rats in the high school. She said that children need leadership but the City is abusing the children by not providing proper leadership. She said that people were losing their homes over \$2,000 WPCA, but the children are going to schools where there are leaking ceilings. She then mentioned the air quality and how the recent fire had released fumes into the nearby neighborhood.

Council President McCarthy said that the next speaker on the list was Ms. Karen Jackson. He called for her three times, but she was not present.

Council President McCarthy asked if there was anyone present who wished to address the Council at this time. No one came forward.

*Council Member Vizzo-Paniccia joined the meeting at 7:00 p.m.*

### ADJOURNMENT

Council President McCarthy closed the public speaking at 7:00 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**

**CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 15, 2014  
7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Finch called the City Council Meeting to order at 7:15 p.m.

**PRAYER**

Council Member Torres led those present in a short prayer.

A moment of silence was requested in memory of the following people:

Marisol Estrada, fire victim; Allianna Ramon, the hospitalized two year old fire victim in critical condition; John Danmore and Tito Molina.

**PLEDGE OF ALLEGIANCE**

Mayor Finch then requested Council Member Taylor-Moye to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

Assistant City Clerk Ortiz called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Rick Torres  
131<sup>st</sup> District: Jack Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy, Howard Austin  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Richard Salter  
136<sup>th</sup> District: Richard DeJesus, Alfredo Castillo  
137<sup>th</sup> District: Lydia Martinez, Milta Feliciano  
138<sup>th</sup> District: Michael Marella, Richard Paoletto  
139<sup>th</sup> District: Eneida Martinez-Walker

A quorum was present.

City of Bridgeport  
City Council  
Regular Meeting  
September 15, 2014

**Mayoral Proclamation: In Recognition of 10-year-old Nalani McDuffie for being crowned Connecticut Jr. Pre-Teen Queen at the 2014 National American Miss Pageant.**

**City Council Citation: In Recognition of 10-year-old Nalani McDuffie for being crowned Connecticut Jr. Pre-Teen Queen at the 2014 National American Miss Pageant.**

Mayor Finch announced that Ms. Nalani McDuffie was recently crowned Connecticut Jr. Pre-Teen Queen at the 2014 National American Miss Pageant event. Council President McCarthy then invited Ms. McDuffie and her parents to come forward to be greeted by the Mayor and numerous members of the Council.

Ms. McDuffie was presented with a proclamation, and flowers. Council Member Banta presented her with the proclamation and said that Ms. McDuffie was a straight A student in school and an excellent athlete. The Mayor proclaimed that September 15, 2014 was Nalani McDuffie Day and the proclamation was read. Ms. McDuffie thanked her parents, the Council member, her teachers and others who helped her along the way and teaching her about the successful life.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: July 7, 2014.**

- \*\* COUNCIL MEMBER MARELLA MOVED THE MINUTES OF JULY 7, 2014.**
- \*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.**
- \*\* THE MOTION TO APPROVE THE MINUTES OF JULY 7, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING AGENDA ITEM:**

**160-13 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A GROUND LEASE FOR THE USE AND REDEVELOPMENT OF THE REAR PORTION OF 236 EVERGREEN STREET, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

- \*\* COUNCIL MEMBER AUSTIN SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING AGENDA ITEM:**

**161-13 RESOLUTION PRESENTED BY COUNCIL MEMBERS MARTINEZ AND FELICIANO RE: REQUEST THAT NICHOLS STREET BE DESIGNATED**

AS "TWO-WAY TRAFFIC" FROM ITS INTERSECTION WITH PEMBROKE STREET AND EAST MAIN STREET WITH THE PROPER INSTALLATION OF SIGNS AND ROAD MARKINGS, REFERRED TO BOARD OF POLICE COMMISSIONERS.

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

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

**\*\* COUNCIL MEMBER LYONS MOVED THE FOLLOWING AGENDA ITEMS:**

**\*121-13 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE DISCONTINUANCE OF MORRIS STREET, EAST OF BOSTWICK AVENUE.**

**\*130-13 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT YOUTH SERVICES PREVENTION GRANT PROGRAM FOR THE POLICE DEPARTMENT'S GANG RESISTANCE EDUCATION AND TRAINING PROGRAM.**

**\*136-13 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: APPOINTMENT OF CYNTHIA SAUNDERS MAIGNAN (D) TO THE FIRE COMMISSION.**

**\*95-13 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REQUESTING THAT THE CITY ISSUE A REQUEST FOR PROPOSAL AS PART OF THE BIDDING PROCESS FOR THE BOYS AND GIRLS CLUB LOCATED AT 555 MADISON AVENUE.**

**\*158-13 CONTRACTS COMMITTEE REPORT RE: MASTER MUNICIPAL AGREEMENT WITH THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR RIGHTS OF WAY PROJECTS.**

**\*159-13 CONTRACTS COMMITTEE REPORT RE: LEASE AGREEMENT WITH GJS PROPERTIES, LLC FOR BRIDGEPORT POLICE PARKING LOCATED AT 205-245 CONGRESS STREET.**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**
- \*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services



BILL FINCH  
Mayor

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



DAVID M. KOORIS  
Director

COMM. #160-13 Referred to ECD&E Committee on  
09/15/2014

September 10, 2014

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Lease of City Property rear lot of 236 Evergreen Street

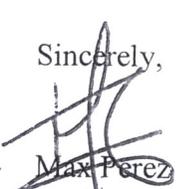
Dear Honorable Body:

Please find attached for your review and consideration a proposed resolution regarding the Lease of City Property rear lot of 236 Evergreen Street.

Representatives of this office will attend the meetings in which you consider this matter, prepared to discuss all aspects. Please feel free to call me at (203) 576-3976 should you have any questions.

Thank you for your attention.

Sincerely,

  
Max Perez

Senior Economic Development Associate

Cc. Mayor Bill Finch  
Dave Korris, OPED Director

RECEIVED  
CITY CLERK'S OFFICE  
2014 SEP 10 P 3:00  
ATTEST  
CITY CLERK

**A RESOLUTION AUTHORIZING  
A GROUND LEASE FOR THE USE AND REDEVELOPMENT OF  
THE REAR PORTION OF 236 EVERGREEN STREET**

**WHEREAS**, Tarantino Landscapes, Inc. (the “Developer”) is a successful Bridgeport-based, private landscaping business that employs approximately fifty people, and is the owner of land and buildings located at 1½ (one and a half) Island Brook Avenue (“Developer’s Principal Site”); and

**WHEREAS**, The City of Bridgeport (the “City”) owns property at 236 Evergreen Street, the rear portion of which (the “Site”) is located directly across Island Brook from, and in immediate proximity to, the Developer’s Principal Site; and

**WHEREAS**, the Developer wishes to lease the Site from the City in order to use the Site for outside storage of its landscaping equipment, vehicles, landscape and hard-scape materials and obtain all permit as may be necessary therefore; and

**WHEREAS**, the Developer is responsible for complying with the Zoning Regulations of the City and all State and Federal laws and regulations with respect to his use of the Site; and

**WHEREAS**, the current use of the Site offers no significant economic benefit to the City; and

**WHEREAS**, the Site would be leased for 12 months at \$1,500.00 (One thousand Five Hundred dollars) per month, with all maintenance costs to be paid by the Developer, and with an environmental indemnification provided by the Developer to the City, and with adequate insurance coverage as required by the City Attorney to be provided by the Developer naming the City as additional insured; and

**WHEREAS**, Tarantino Landscapes, Inc, seeks no warranties from the City regarding the environmental condition or physical condition of the Site;

**NOW THEREFORE**, be it hereby resolved that Director of the Office of Planning and Economic Development or his designee is authorized to enter into a one-year lease agreement with the Developer consistent with the terms of this resolution and substantially in the form of the attached as may be approved by the office of the City Attorney and is further authorized to do any and all things necessary to negotiate and execute such other related and ancillary agreements as may be required consistent with the purposes of this resolution

**DRAFT**

**LEASE AGREEMENT**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, in the year 2014 between **TARANTINO LANDSCAPES, INC.**, a corporation, whose business address is 1 ½ Island Brook Avenue, Bridgeport Connecticut and its President, **Gino Tarantino**, individually (**collectively the "TENANT"**) and **THE CITY OF BRIDGEPORT**, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("**CITY**").

Whereas, the Tenant has approached the City with a request to use certain space along the river side and located at 236 Evergreen, Bridgeport, CT ("**Premises**"), more particularly shown on **Schedule A** attached hereto and made a part hereof (the "**Space**") in accordance with this Agreement; and

Whereas, City is willing to permit the Tenant to use such Space upon the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**WITNESSETH:**

1. **SPACE.** In consideration of the Fee (defined below) to be paid and the covenants and other obligations on the part of the TENANT to be performed and observed, CITY does hereby demise unto the TENANT, its agents, employees and/or invitees the right use for Permitted Purposes hereafter defined that open space located along the river side consisting of a portion of 236 Evergreen Street, Bridgeport CT and owned by the City. The right to use the Space for Permitted Purposes includes the right to access for ingress and egress to and from such Space on a 24-hour per day, 7-day per week basis throughout the Term (defined below).

2. **TERM; USE.** CITY grants to the TENANT the right to occupy the Space in quiet and undisturbed possession for a term of one (1) year commencing 10 days after receipt of a written notice from the City that the Space may be occupied, or such other date set forth in such notice ("**Commencement Date**"), and ending one (1) year from such date (the "**Term**"), provided that the TENANT makes all payments hereinafter provided and that the Space is used and occupied by the TENANT for no other purpose than that for which the Space is permitted to be used, namely: To store thereon in all lawful manners certain vehicles, equipment, and supplies utilized by Tenant in its landscaping operation ("**Permitted Use**"). On or before the Commencement Date, Tenant shall pay to the City Fifteen Hundred (\$1,500.00) Dollars as the first month's rent and on or before the same day of each succeeding month for the Term, another Fifteen Hundred (\$1,500.00) (the "**Fee**").

3. **FEE.** (a) The TENANT agrees to pay to CITY for the use of the Space a monthly fee of Fifteen Hundred (\$1,500.00) ("**Fee**"), the first monthly installment to be made prior to the Commencement date and then on or before the same date for each successive month for the Term. Said Fee shall be payable to CITY OF BRIDGEPORT and mailed to the attention of Max Perez, Office of Planning and Economic Development, 999 Broad Street, Bridgeport, CT 06604, or such other place as it may be directed in writing.

4. **CONDITION OF SPACE.** The City grants the right to use the Space AS IS WHERE IS, without any representation to its condition or suitability for any particular purpose. The TENANT agrees to keep the Space in good repair as described herein, The TENANT, at TENANT'S expense will enclose the Space by installing two fences and one gate as depicted in Schedule A and at the end of the Term will deliver the Space to CITY in substantially the same condition, reasonable wear and tear excepted. The TENANT may make non-structural improvements to the Space at its sole cost and expense after submission of plans to CITY and receipt of CITY's prior written consent, which shall not be unreasonably withheld or delayed. The TENANT will provide the City with five (5) keys to the gate for emergency access. The TENANT shall at all times secure the main gate to the entirety of the subject premises as it accesses the Space.

5. **ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The TENANT shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Space, nor make any structural alterations to the Space without CITY's prior written consent which CITY agrees will not be unreasonably withheld or delayed; nor in any event permit the Space to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Space which will in any way increase the risk of fire to any of the surrounding buildings. The acceptance of the Fee by CITY from any assignee, subtenant, or successor in interest of the Tenant, with or without notice shall not relieve the TENANT herein from the obligations hereunder, nor shall it be deemed to waive the right of CITY at any time thereafter to elect to terminate this Agreement on account of such assignment, subletting or transfer thereof.

6. **LAWS AND GOVERNMENTAL REGULATIONS; NON-INTERFERENCE.** The TENANT agrees to comply promptly with all laws, rules, orders, and regulations of federal, state and municipal governments and all of their departments applicable to the Space herein described. TENANT shall not interfere with the operations of any other tenants or City Departments occupying the remainder of the Premises, including but not necessarily limited to the Fire Department, the Police Department, and the Dog Pound. Tenant shall promptly comply with requests by said tenants or departments to minimize interference.

7. **INDEMNIFICATION OF CITY; INSURANCE.** The TENANT agrees to indemnify and save harmless CITY of and from all fines, suits, claims, demands and actions of any kind by reason of any breach, violations, or non-performance of any condition hereof on the part of the Tenant, its agents, employees and/or invitees.

# DRAFT

Further CITY shall not be liable for any injury or damage to person or property happening in or about Space, and the TENANT agrees to indemnify and save harmless CITY from any liability therefor; and the TENANT shall indemnify and hold harmless CITY from any and all damage or liability for anything arising from or out of the use of the Space by the Tenant. It is understood, however, that this paragraph shall not apply to injury or damage arising out of any negligence or intentional acts or omissions of CITY.

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

**Comprehensive General Liability** (occurrence form) naming the City as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be removed. The Tenant or its agent shall inform the City in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

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

**DRAFT**

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

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to the City prior to any work or other activity commencing under this agreement.

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

# DRAFT

coverage otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

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

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

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

8. **EXTRA EXPENDITURES.** In the event that CITY shall make any expenditure for which the TENANT is responsible, or which the TENANT should make, then the amount thereof, together with interest and costs, may at CITY's election, be added to and be deemed a part of the installment of the Fee next falling due.

9. **ADDITIONS AND IMPROVEMENTS.** All alterations, additions and improvements put in at the expense of the Tenant, shall become the property of CITY and shall remain upon and be surrendered with the Space as a part thereof at the end of the Term or the earlier termination of this Agreement.

10. **ENTRY FOR REPAIRS AND INSPECTION.** CITY or its representatives shall have the right to enter into the upon said Space or any part thereof at all reasonable hours, to examine the same or to make repairs, or to make such other alterations or repairs as may be occasioned by the use and occupation of any other office or suite which is a part of the building(s) in surrounding the Space and the TENANT shall not be entitled to any abatement or reduction of the Fee so long as such entry is at reasonable hours and provided further, however, that CITY shall make every effort to avoid disruption of the Tenant's use of the Space. The TENANT shall allow entry by CITY to show the Space to prospective tenants or purchasers, and shall permit the usual "To Let" or "For Sale" signs to be place on the Space.

11. **SIGNS.** The TENANT shall not place any signs outside the Space except as and where first approved by CITY; and CITY shall have the right to remove any sign.

# DRAFT

12. **CONDEMNATION.** If the Space shall be taken or condemned in whole or in part, then the Term of this Agreement, shall, at the option of CITY, forthwith cease and terminate, CITY receiving the entire award for land and buildings; the current rent, however, shall in such case, abate proportionately.

13. **NOTICE.** Any communication or notice given hereunder shall be made in writing by certified mail, return receipt requested, deposited in a repository of the United States Postal Service, or by recognized overnight delivery service, addressed to the party receiving such notice at their respective addresses first above listed or at such other address as may be desired by written notice given in accordance herewith. Any notice to be given the CITY shall also be copied to the Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

14. **WAIVER OF BREACH.** No waiver at any time of the right to terminate this Agreement shall impair the right of CITY to insist upon such termination subsequent thereto, nor shall the acceptance of the Fee at any time constitute such waiver or waiver of damages, and in addition to any other remedies which CITY may have, CITY may apply for and obtain an injunction to enforce its rights.

15. **MORTGAGES.** This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a lending institution authorized to do business in the State of Connecticut, which now or shall at any time be placed upon the demised premises of which the Space is a part or any part thereof, and the TENANT agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. CITY further represents that it will make diligent effort to obtain a non-disturbance and attornment agreement from any future mortgagee in the event there is a refinancing of any current mortgage.

16. **MODIFICATION.** No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by both parties.

17. **NUISANCES.** The TENANT shall conduct its activities in the Space in such a manner as not to create any nuisance or to interfere with, annoy or disturb other occupants or CITY, or in any way to interfere with the operations of the CITY's dog pound.

18. **FIRE CLAUSE.** In the event that the Space shall be partially damaged by fire or the elements such that the Space can no longer serve the TENANT'S Permitted Uses, the TENANT shall give prompt notice thereof to CITY, unless CITY is otherwise aware of such damage, and the same may opt, in its sole discretion, to repair the condition or terminate this Agreement.

# DRAFT

19. **DEFAULT CLAUSE.** In the event that the TENANT shall default in any payment due hereunder or shall violate or omit to perform any of the provisions herein contained, or in the event that the TENANT shall abandon the Space or leave it vacant, CITY shall give thirty (30) days' prior written notice of such default, violation or omission, and this Agreement shall terminate unless the TENANT has cured such default within such 30-day period or, if the default is not capable of being cured within that period, is diligently pursuing the removal of such default using its best efforts with due diligence. If the TENANT fails to cure such default, CITY shall give written notice to the TENANT and this Agreement shall cease and come to an end and the parties shall have no further obligation to each other except for those matters that are specifically set forth herein as obligations that survive early termination. Thereupon, CITY or its agents may re-enter the Space by summary proceedings, take possession of the Space and remove all persons therefrom. If CITY shall elect, it may re-let the Space and receive the use payments therefor, applying the same first to the payment of such expenses as CITY may be put to in entering and re-letting, and then to the payment of the Fee payable under this Agreement and the fulfillment of the BOE's covenants hereunder; the balance (if any) to be paid to the TENANT which shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by CITY from time to time at its election and nothing herein shall be deemed to require CITY to await the date whereon this Agreement or the Term would have expired had there been no such default by the CITY.

20. **BANKRUPTCY.** In the event that the CITY shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver shall be appointed for the CITY, then, at the option of CITY, and upon thirty (30) days' notice to the TENANT of the exercise of such option, this Agreement shall cease and come to an end.

21. **RULES AND REGULATIONS.** CITY shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the premises of which the Space is a party and for the preservation of good order therein, all of which rules and regulations shall be in writing contained in written notice to the TENANT. The TENANT agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of CITY. Attached hereto as **Schedule B** is a copy of any rules in effect at the inception of this Agreement.

22. **QUIET POSSESSION.** CITY hereby covenants that the TENANT, upon paying the Fee as herein reserved, and performing all of the covenants and agreements herein contained on the part of the TENANT shall and may peaceably and quietly have, hold, and enjoy the Space hereby demised without interference.

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

24. **HOLDING OVER.** No holding over and continuation of any activities by the TENANT after the expiration of the Term herein shall be considered as or to be a renewal of this Agreement. If, however, the TENANT shall occupy the Space with or without the consent of CITY after the expiration of this Agreement, and the Fee is accepted from the CITY, such occupancy and payment shall be construed as an extension of this Agreement on a month-to-month basis and occupation thereafter shall operate to extend this Agreement to that extent.

25. **DAMAGE CAUSED BY DEFECTS.** CITY shall not be held liable for damage by reason of any latent or other defect in the Space nor shall it be liable for damage to the goods or property of the TENANT that are not covered by CITY's first-party insurance coverage. It is understood that this clause shall not apply to any negligent or intentional act or omission of CITY.

26. **ABANDONMENT OF PERSONAL PROPERTY.** CITY shall not be responsible or liable for loss in any event from any of the property of the TENANT brought into the Space or left therein by the TENANT upon the termination of this Agreement. All personal property (including trade fixtures) left in the Space, upon removal of the TENANT during or at the end of the Term shall be considered as abandoned by the TENANT and may be disposed of by CITY as it sees fit.

27. **RESOLUTION OF DISPUTES.** All disputes arising under or in connection with this Agreement shall be resolved, if possible, by non-binding mediation before the American Arbitration Association or other alternate dispute resolution organization selected by the CITY in accordance with its mediation rules then in effect, which mediation shall be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. If mediation is pursued in the manner specified herein but such dispute is still not resolved, either party may submit such dispute to the Superior or District Court for the State of Connecticut. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

28. **BROKER.** The TENANT represents that it has had no dealings with any broker, agent or finder in connection with the Space or the negotiation of this Agreement. Both parties agree to hold harmless, indemnify and defend the other from and against any claim made by any broker, agent or finder claiming a fee in connection with this Agreement as a result of conversations or dealings that it had with the indemnifying party. This paragraph shall survive the termination of this Agreement.

29. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

30. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other

# DRAFT

agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement or conferring any right of first refusal or option to either party to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

32. **NONDISCRIMINATION.** The Tenant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil union 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 this 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.

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

**DRAFT**

Signed, Sealed and Delivered  
In the Presence of:

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**TARANTINO'S LANDSCAPING, INC.**

By: \_\_\_\_\_  
Name: Gino Tarantino, Inc.  
Title: President  
duly-authorized

**GINO TARANTINO**

\_\_\_\_\_

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
By: Bill Finch  
Its: Mayor

**Schedule A**

**DESCRIPTION AND SCHEMATIC OF THE SPACE**

**236 EVERGREEN ST**

**Location** 236 EVERGREEN ST **Assessment** \$1,012,460  
**Mblu** 53/ 1537/ 18/K / **Appraisal** \$1,446,340  
**Acct#** R--0048805 **PID** 13678  
**Owner** BRIDGEPORT CITY OF **Building Count** 3

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$964,340	\$482,000	\$1,446,340

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$675,060	\$337,400	\$1,012,460

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 7218/ 326  
**Address** 45 LYON TER **Sale Date** 10/26/2006  
 BRIDGEPORT, CT 06604

**Ownership History**

Owner	Sale Price	Book & Page	Sale Date
CHAPIN & BANGS COMPANY	\$0	0/ 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1995  
**Living Area:** 1720  
**Replacement Cost:** \$258,395  
**Building Percent** 92  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$237,720

**Building Photo**

**Building Attributes**

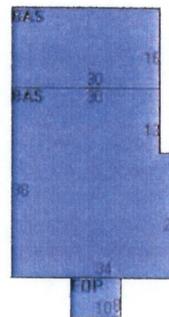
Field	Description
STYLE	Office Bldg
MODEL	Comm/Ind
Grade:	Average
Stories:	1

Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	Electric
Heating Type:	Electr Basebrd
AC Type:	Central
Bldg Use:	Mun Com Bldg Mdl 94
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	2
Ttl Half Baths:	0
Ttl Xtra Fix:	4
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceil & Walls
Rooms/Prtns:	Average
Wall Height:	9
% Comn Wall:	



(http://images.vgsi.com/photos/BridgeportCTPhotos//\00\03\54\59.jpg)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1720	1720
FOP	Open Porch	80	0
		1800	1720

**Building 2 : Section 1**

**Year Built:** 1995  
**Living Area:** 5640  
**Replacement Cost:** \$349,504  
**Building Percent Good:** 95  
**Replacement Cost Less Depreciation:** \$332,030

Building Attributes : Bldg 2 of 3	
Field	Description
STYLE	Boarding Kennel
MODEL	Ind/Comm
Grade:	Above Ave
Stories:	1
Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum

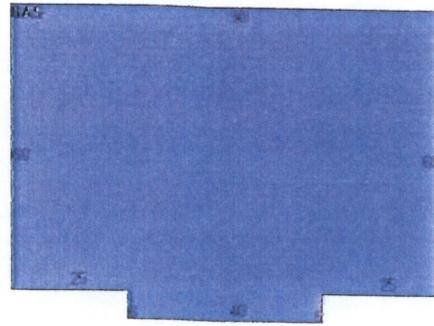
**Building Photo**



(http://images.vgsi.com/photos/BridgeportCTPhotos//default.j

**Building Layout**

Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Vinyl/Asphalt
Interior Floor 2:	Concr-Finished
Heating Fuel:	Gas
Heating Type:	Forced Air
AC Type:	Central
Bldg Use:	Industrial Mdl 96
Ttl Rooms:	
Ttl Bedrms:	
Ttl Baths:	
Ttl Half Baths:	
Ttl Xtra Fix:	
1st Floor Use:	
Heat/AC:	Heat/Ac Pkgs
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5640	5640
		5640	5640

**Building 3 : Section 1**

**Year Built:** 1995  
**Living Area:** 5640  
**Replacement Cost:** \$349,504  
**Building Percent Good:** 95  
**Replacement Cost Less Depreciation:** \$332,030

Building Attributes : Bldg 3 of 3	
Field	Description
STYLE	Boarding Kennel
MODEL	Ind/Comm
Grade:	Above Ave
Stories:	1
Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry

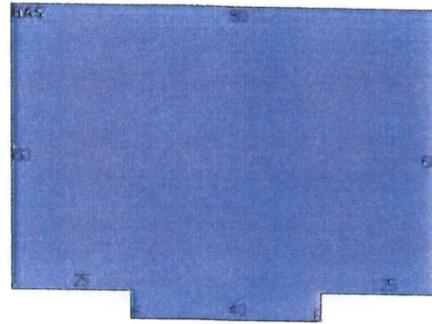
**Building Photo**



(<http://images.vgsi.com/photos/BridgeportCTPhotos//default.j>)

**Building Layout**

Interior Wall 2:	
Interior Floor 1:	Vinyl/Asphalt
Interior Floor 2:	Concr-Finished
Heating Fuel:	Gas
Heating Type:	Forced Air
AC Type:	Central
Bldg Use:	Industrial Mdl 96
Ttl Rooms:	
Ttl Bedrms:	
Ttl Baths:	
Ttl Half Baths:	
Ttl Xtra Fix:	
1st Floor Use:	
Heat/AC:	Heat/Ac Pkgs
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5640	5640
		5640	5640

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	922
<b>Description</b>	Mun Com Bldg Mdl 94
<b>Zone</b>	ILI
<b>Neighborhood</b>	IND
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	6.1
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$337,400
<b>Appraised Value</b>	\$482,000

**Outbuildings**

Outbuildings					Legend	
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1

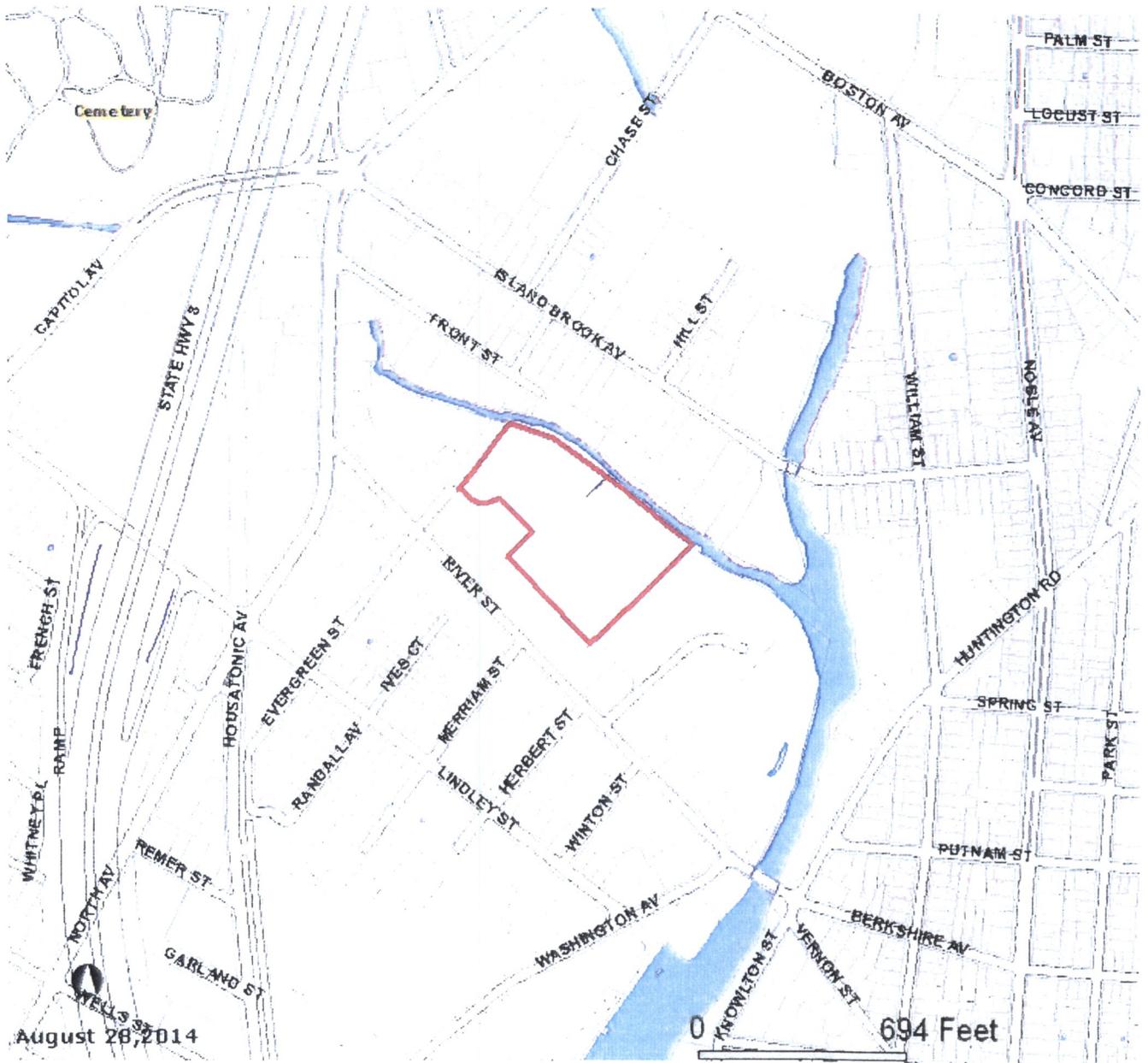
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
FN1	Fence, Chain	4	4 ft	2200 LF	\$12,100	1
PAV1	Paving Asph			9000 SF	\$13,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$964,340	\$482,000	\$1,446,340
2011	\$964,340	\$482,000	\$1,446,340
2009	\$969,620	\$482,000	\$1,451,620

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$675,060	\$337,400	\$1,012,460
2011	\$675,060	\$337,400	\$1,012,460
2009	\$678,760	\$337,400	\$1,016,160

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# Site on River St.



Site



Waterbodies



Parcels

Created on: August 27th, 2014

0

50

100

200

Feet





# RESOLUTION

By Councilmember(s): Lydia N. Martinez  
Milta I. Feliciano

District:

137th

Introduced at a meeting  
of the City Council, held:

September 15, 2014

Referred to:

Board of Police Commissioners

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

\_\_\_\_\_  
CITY CLERK  
TESTAT

11 3 01 01 33 4102  
OFFICE S. MARTIN  
RECEIVED

WHEREAS, maintaining the safety and well being of Bridgeport residents is a priority of the City Council; and

WHEREAS, Pembroke Street is designated one-way vehicle traffic from its intersection with Nichols Street to its intersection with Crescent Avenue and Church Street; and

WHEREAS, Nichols Street is also designated as being one-way vehicle traffic only from its intersection with Pembroke Street to intersection with East Main Street; and

WHEREAS, due to these limitations the only access from East Main Street for residents, delivery services and public safety vehicles to the area surrounding the Pembroke Street and Nichols Street intersection has been Ann Street; and

WHEREAS, with Ann Street being eliminated due to construction there is no longer any access for motor vehicles from East Main Street to the area surrounding the Pembroke Street and Nichols Street intersection; and

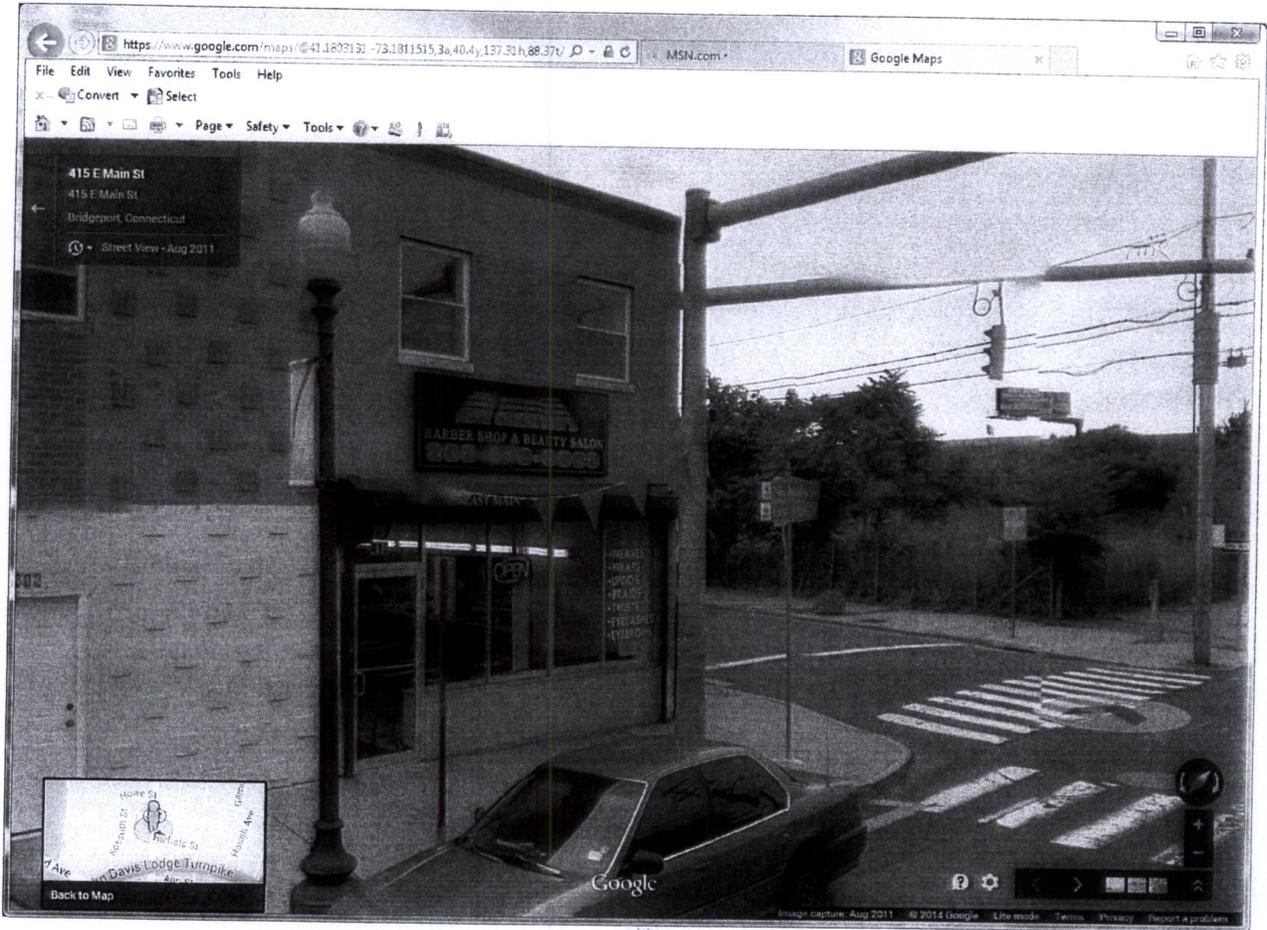
NOW THEREFORE, BE IT RESOLVED Nichols Street be designated as two-way traffic from its intersection with Pembroke Street to intersection with East Main Street with removal of sign prohibiting vehicle turns from East Main Street onto Nichols Street and proper road markings.

(ATTACHMENTS)

Referrals Made:







Note: No Public Hearing needed  
per letter dated 06/24/2014.

**\*121-13 Consent Calendar**

Resolution regarding the Discontinuance of Morris  
Street, East of Bostwick Avenue.

**Report  
of  
Committee  
on**



**Public Safety and Transportation**

**Submitted: September 15, 2014**

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

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

*Fleeta C. Hudson*  
City Clerk

Approved \_\_\_\_\_

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



# City of Bridgeport, Connecticut

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

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

## **\*121-13 Consent Calendar**

### **RESOLUTION OF THE BRIDGEPORT CITY COUNCIL REGARDING THE DISCONTINUANCE OF MORRIS STREET, EAST OF BOSTWICK AVENUE**

**WHEREAS**, the City of Bridgeport (the "City") acting through its Office of Planning and Economic Development ("OPED") is working with O&G Industries Inc. ("Property Owner") to better accommodate the industrial uses on property parcels located at 260 Bostwick Avenue, 300 Bostwick Avenue and at 3 Anthony Street; and

**WHEREAS**, the Property Owner is the owner of record of all parcels abutting the section of Morris Street for which a "street discontinuance" is being sought; and

**WHEREAS**, this approximately 40 foot wide and 340 foot long section of roadway has a very limited amount of daily traffic usage; and

**WHEREAS**, the Property Owner is proposing to enhance the industrial operations on the site and improve circulation; and

**WHEREAS**, OPED has reviewed this concept and found it to be in compliance with the City's Master Plan for Conservation and Development in that it encourages economic development by supporting the growth of local businesses; and

**WHEREAS**, the City finds that this concept will result in expansion of the City's tax base and will reduce the street maintenance costs; and

**WHEREAS**, the City finds that his street discontinuance will not hinder in neighborhood traffic circulation;

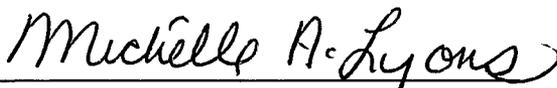
**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council hereby acknowledges the City's and Property Owner's efforts to promote economic development, approves of the discontinuance of the section of Morris Street, east of Bostwick Avenue, described above. The Mayor or his designee is further authorized to take all actions and do all things necessary to implement the intent of this resolution.



Report of Committee on Public Safety and Transportation  
**\*121-13 CONSENT CALENDAR**

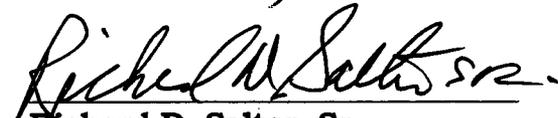
-2-

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

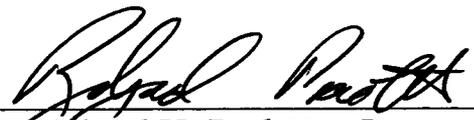
  
Milta I. Feliciano, Co-Chair

  
Jack O. Banta

  
Richard D. Salter, Sr.

  
Alfredo Castillo

  
Eneida L. Martinez-Walker

  
Richard M. Paoletto, Jr.

City Council Date: September 15, 2014

**\*130-13 Consent Calendar**

Grant Submission: State of Connecticut Office of Policy & Management Youth Services Prevention Grant, Program for the Police Department's Gang Resistance Education and Training Program.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: September 15, 2014**

Adopted:

*Fleeta C. Hudson*

Attest:

City Clerk

Approved

Mayor



# City of Bridgeport, Connecticut

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

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

## **\*130-13 Consent Calendar**

### **A Resolution by the Bridgeport City Council Regarding the State of Connecticut Office of Policy & Management Youth Services Prevention Grant Program for the Police Department's Gang Resistance Education and Training Program (#15434)**

**WHEREAS**, the State of Connecticut Office of Policy & Management (OPM) is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a Youth Service Prevention Grant Program; and

**WHEREAS**, funds under this grant will be used for Police Department's Gang Resistance Education and Training Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office with the Police Department, submits an application to the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Gang Resistance Education and Training Program:

#### **NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Gang Resistance Education and Training Program focused on offering life skills, and fitness academy; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management for the Gang Resistance Education and Training Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on Public Safety and Transportation  
\*130-13 Consent Calendar

-2-

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

Michelle A. Lyons  
Michelle A. Lyons, Co-Chair

Mita I. Feliciano  
Mita I. Feliciano, Co-Chair

Jack O. Banta  
Jack O. Banta

Richard D. Salter, Sr.  
Richard D. Salter, Sr.

Alfredo Castillo  
Alfredo Castillo

Eneida L. Martinez-Walker  
Eneida L. Martinez-Walker

Richard M. Paoletto, Jr.  
Richard M. Paoletto, Jr.

City Council Date: September 15, 2014

**\*136-13 Consent Calendar**

Appointment of Cynthia Saunders Maignan (D) to the  
Fire Commission.

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: September 15, 2014**

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

*Fleeta C. Hudson*

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

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

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

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

**\*136-13 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, Appointed to the Fire Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Cynthia Saunders Maignan (D)  
518 North Summerfield Avenue  
Bridgeport, CT 06610

January 1, 2016

\*This will replace the seat held by Mary Lee.

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

*Michelle A. Lyons*

Michelle A. Lyons, Co-Chair

*Milita I. Feliciano*

Milita I. Feliciano, Co-Chair

*Jack O. Banta*

Jack O. Banta

*Richard D. Salter Sr.*

Richard D. Salter, Sr.

*Alfredo Castillo*

Alfredo Castillo

*Eneida L. Martinez-Walker*

Eneida L. Martinez-Walker

*Richard M. Paoletto, Jr.*

Richard M. Paoletto, Jr.

City Council Date: September 15, 2014

**\*95-13 Consent Calendar**

Resolution requesting that the City issue a request for proposal as part of the bidding process for the Boys and Girls Club located at 555 Madison Avenue.



**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 15, 2014**

Adopted: \_\_\_\_\_  
Attest: *Fleeta C Hudson*  
City Clerk

Approved \_\_\_\_\_

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



# City of Bridgeport, Connecticut

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

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

## **\*95-13 Consent Calendar**

**WHEREAS**, the Boys and Girls Club mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens; and

**WHEREAS**, the North End Boys and Girls Club fulfilled this mission for decades while operating from a parcel of land and building located at 555 Madison Avenue; and

**WHEREAS**, in recent years the North End Boys and Girls Club ceased to operate and provide for the social, educational, physical and moral betterment of our City's girls and boys; and

**WHEREAS**, the City purchased the land and buildings at 555 Madison Avenue, a/k/a/ 595 Madison Avenue on February 27, 2014 from the Boys and Girls Club of Bridgeport; and

**WHEREAS**, the City will contract with a service provider to once again provide for the social, educational, physical and moral betterment of girls and boys from that location; and

**RESOLVED**, that the signees of the attached petition request that prior to a provider contracting with the City to deliver services from that location that the City issue a Request for Proposal as part of the bidding process that reflects the Boys and Girls Club mission so that the site continues to provide for the social, educational, physical and moral betterment of Bridgeport's girls and boys.

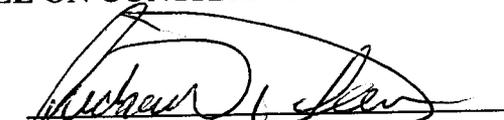


Report of Committee on Contracts Committee  
\*95-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS

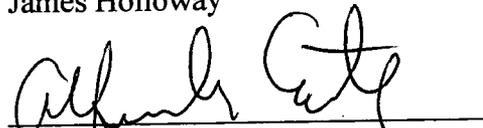
  
Howard Austin Sr., Co-chair

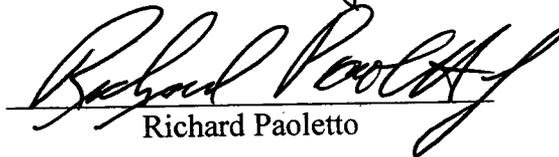
  
Richard DeJesus, Co-chair

  
Susan T. Brannelly

James Holloway

  
Richard D. Salter, Sr.

  
Alfredo Castillo

  
Richard Paoletto

We the undersigned members of the City of Bridgeport Ct, City Councils request City of Bridgeport prepare and issue a request for proposal for the utilization of the properties located at 555 Madison Ave, Bridgeport, Ct 06606

*[Signature]* 130<sup>TH</sup> DISTRICT *[Signature]*

*[Signature]* 131<sup>ST</sup> DISTRICT *[Signature]*

*[Signature]* 132<sup>TH</sup> DISTRICT *[Signature]*

133<sup>RD</sup> DISTRICT

*[Signature]* 134<sup>TH</sup> DISTRICT

*[Signature]* 135<sup>TH</sup> DISTRICT

*[Signature]* 136<sup>TH</sup> DISTRICT *[Signature]*

*[Signature]* 137<sup>TH</sup> DISTRICT *[Signature]*

*[Signature]* 138<sup>TH</sup> DISTRICT *[Signature]*

*[Signature]* 139<sup>TH</sup> DISTRICT *[Signature]*

RECEIVED  
CITY CLERK'S OFFICE  
JUN MAY 20 A 9 19  
ATTEST  
CITY CLERK

**\*158-13 Consent Calendar**

Master Municipal Agreement for Rights of Way Projects  
with State of Connecticut Department of  
Transportation.

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**Report  
of  
Committee  
on  
Contracts**



**Submitted: September 15, 2014**

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

*Fleeta S. Hudson*

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

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

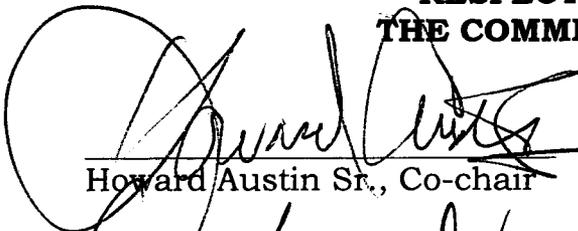
*To the City Council of the City of Bridgeport.*

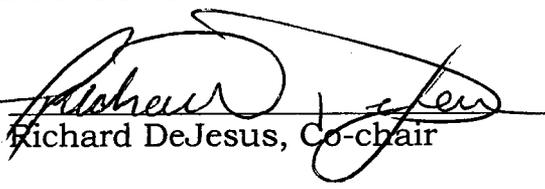
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

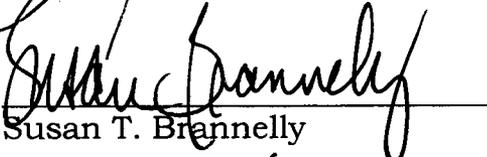
## **\*158-13 Consent Calendar**

**RESOLVED**, that the attached Master Municipal Agreement with State of Connecticut, Department of Transportation for Rights of Way Projects be and it hereby is, in all respects, approved, ratified and confirmed.

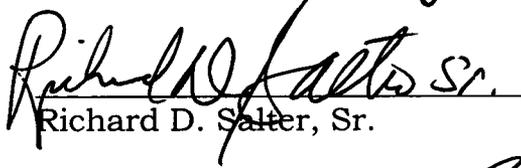
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

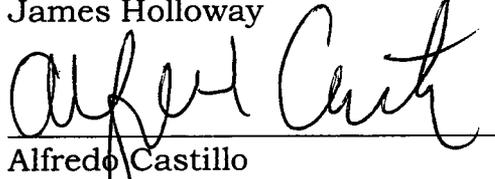
  
Howard Austin Sr., Co-chair

  
Richard DeJesus, Co-chair

  
Susan T. Brannelly

James Holloway

  
Richard D. Salter, Sr.

  
Alfredo Castillo

  
Richard Paoletto

## MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the City of Bridgeport, 999 Broad Street, Bridgeport, CT 06604 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

## Master Municipal Agreement for Rights of Way Projects

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.9 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 “Official Notice” means notice given from one Party to the other in accordance with Article 11.

1.13 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,” “Performance” and other capitalized variations of the term.

## **Master Municipal Agreement for Rights of Way Projects**

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

### **Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.**

#### **2.1 Issuance of PAL.**

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

#### **2.2 Written Acknowledgement of the PAL.**

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL.” The signature of the

## **Master Municipal Agreement for Rights of Way Projects**

Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

### **2.3 Designated Official.**

The Municipality herein represents that the Mayor of the City of Bridgeport is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

### **2.4 Obligations of Municipality.**

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

### **2.5 Revisions to the PAL.**

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set

## Master Municipal Agreement for Rights of Way Projects

forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

### 2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

**Article 3. Municipality-Administered Rights of Way Projects.** When the Municipality is responsible for the Rights of Way Project;

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;
- (h) an estimated cost break-down for all work under the Rights of Way Project; and
- (i) the Project Amount.

## **Master Municipal Agreement for Rights of Way Projects**

### **3.2 Authorization to Proceed Notice.**

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

### **3.3 Municipality to Perform and Complete the Rights of Way Project.**

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related

## Master Municipal Agreement for Rights of Way Projects

issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.

(h) The Municipality shall comply with the DOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the DOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.

(i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.

(j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.

(k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.

(l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.

(m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the

## **Master Municipal Agreement for Rights of Way Projects**

PAL the completion of the Rights of Way Project and the completion of any related construction project.

### **3.4 DOT-provided Services.**

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

### **3.5 Costs and Reimbursement.**

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
  - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
  - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
  - (3) Cost of Condemnation.

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set

## Master Municipal Agreement for Rights of Way Projects

forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

### **3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.**

- (a) Suspension, Postponement, or Termination by the DOT.
  - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
  - (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with

## Master Municipal Agreement for Rights of Way Projects

the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

## Master Municipal Agreement for Rights of Way Projects

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 4. DOT-Administered Rights of Way Projects.** When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights of Way Project, including, but not limited to, rights of access.
- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

## **Master Municipal Agreement for Rights of Way Projects**

### **4.3 Demand Deposit Requirement.**

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

### **4.4 Actual Costs Exceed Estimate.**

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

### **4.5 Cost of Condemnation.**

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

### **4.6 Release of Property.**

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

### **4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.**

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.
- (b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

## **Master Municipal Agreement for Rights of Way Projects**

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

### **Article 5. Disbursement of Grant Funds; Conditions of Payment.**

#### **5.1 Method of Disbursement.**

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

#### **5.2 Final Payment.**

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

#### **5.3 Federal Approvals Required.**

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

#### **5.4 Lack of Timeliness in Municipality Performance.**

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;

## **Master Municipal Agreement for Rights of Way Projects**

(b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and

(c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

### **Article 6. Records and Audit.**

#### **6.1 Audit and Inspection of Plants, Places of Business and Records.**

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or

## **Master Municipal Agreement for Rights of Way Projects**

other agreement that it enters into with any Municipality Party.

### **6.2 Retention.**

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

## **Article 7. Additional Mandatory Requirements.**

### **7.1 Mandatory State and Federal Requirements.**

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

### **7.2 Additional Federal Requirements.**

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

### **7.3 Revisions.**

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

## **Article 8. Conflict.**

### **8.1 Conflict.**

## **Master Municipal Agreement for Rights of Way Projects**

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

### **8.2 Revisions to Manuals.**

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

### **Article 9. Review of Municipality's Activities.**

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

### **Article 10. Term and Termination of the Master Agreement.**

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

#### **10.3 Termination for Cause.**

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the

## Master Municipal Agreement for Rights of Way Projects

Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

### 10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

### Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604;

## Master Municipal Agreement for Rights of Way Projects

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

### Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the

## **Master Municipal Agreement for Rights of Way Projects**

policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

### **Article 13 Sovereign Immunity.**

#### **13.1 No Waiver of the State's Immunities.**

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

#### **13.2 Defense of Suits by the Municipality.**

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

### **Article 14 Governing Law.**

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

### **Article 15 Amendment.**

## **Master Municipal Agreement for Rights of Way Projects**

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

### **Article 16 Severability.**

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

### **Article 17 Waiver.**

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

### **Article 18 Remedies are nonexclusive.**

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

### **Article 19. Municipally-owned Property.**

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

### **Article 20 Entire Agreement.**

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

**Master Municipal Agreement for Rights of Way Projects**

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT**  
**Department of Transportation**  
**James Redeker, Commissioner**

By \_\_\_\_\_  
Thomas A. Harley P.E.  
Bureau Chief  
Bureau of Engineering and Construction

Date: \_\_\_\_\_

**CITY OF BRIDGEPORT**

By \_\_\_\_\_  
Bill Finch  
Mayor

Date: \_\_\_\_\_

Schedule A  
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter  
For the [Project Description] (Rights of Way Project)

State Project No.  
Federal Project No.  
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after \_\_\_\_\_ and be completed by \_\_\_\_\_, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [Identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

## Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. \_\_\_\_\_], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

### MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By \_\_\_\_\_ Date \_\_\_\_\_

Print Name:  
Designated Municipal Official

**Master Municipal Agreement for Rights of Way Projects**

PAL ATTACHMENT  
STATE PROJECT NO.XXX  
FEDERAL PROJECT NO.XXXX  
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

## Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
  - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
    - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

## Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

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

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

## Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/), in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

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

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

**STATE SINGLE AUDIT:** Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

## Master Municipal Agreement for Rights of Way Projects

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

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

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

**POLICY NO. F&A-10**

**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

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

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

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

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

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

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

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

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

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

## Enforcement

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

## Prohibited Activities

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

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

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

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

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

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

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

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

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

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

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

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

### **Training for DOT Employees**

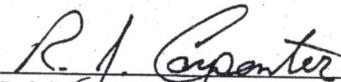
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

### **Important Ethics Reference Materials**

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

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

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

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

Attachment

List 1 and List 3

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

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

## Schedule D

### TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

## Schedule E

### CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

#### 1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
Consultants and Subconsultants  
Suppliers of Materials and Vendors (where applicable)  
Municipalities (where applicable)  
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

#### 2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

#### 3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

## Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### **4. Records and Reports:**

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

**\*159-13 Consent Calendar**

Lease Agreement with GJS Properties, LLC for  
Bridgeport Police Parking located at 205-245 Congress  
Street.

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**Report**  
**of**  
**Committee**  
**on**  
**Contracts**



**Submitted: September 15, 2014**

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

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

*Fleeta G Hudson*

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

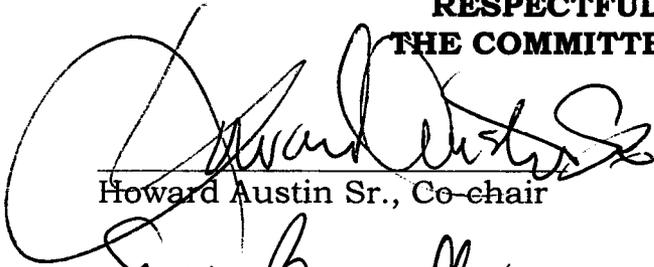
*To the City Council of the City of Bridgeport:*

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

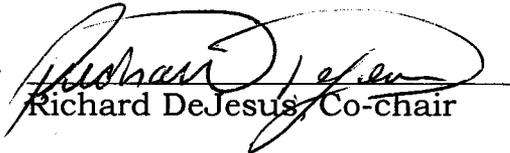
## **\*159-13 Consent Calendar**

**RESOLVED**, that the attached lease agreement with GJS Properties LLC for Bridgeport Police Parking located at 205-245 Congress Street be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**



Howard Austin Sr., Co-chair



Richard DeJesus, Co-chair

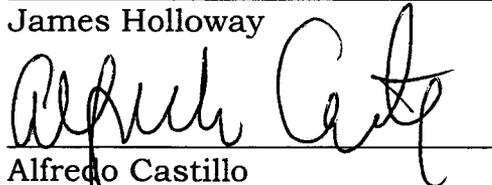


Susan T. Brannelly

James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto

## LEASE AGREEMENT

THIS AGREEMENT made as of this \_\_\_ day of \_\_\_\_\_, in the year 2014 between GJS PROPERTIES LLC ("GJS") having an address of 421 Tunxis Hill Road, Fairfield, CT 06825, and THE CITY OF BRIDGEPORT ("City") having an address at 45 Lyon Terrace, Bridgeport, CT 06604.

### WITNESSETH:

Whereas, GJS is the owner of certain real property located at 205-245 Congress Street, Bridgeport, CT which currently consists of a parking lot with related improvements; and

Whereas, the City requires the use of parking facilities for the use of its police department and other city vehicles; and

Whereas, GJS has agreed to lease to the City the aforesaid parking lot on the terms and conditions set forth herein; and

Whereas, the City has agreed to lease said parking lot on the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **PEMISES.** In consideration of the covenants and other obligations on the part of the City to be performed and observed, GJS does hereby demise unto the City the property located at 205-245 Congress Street in the City of Bridgeport, CT, consisting of approximately seventy-five parking spaces.
2. **TERM;USE.** GJS grants to the City the right to occupy the Property in quiet and undisturbed possession for a term of five (5) years commencing August 1, 2014 ("Commencement Date") and ending five (5) years from such date (the "Term") provided that the space is used and occupied by the City, its agents, employees and invitees for no other purpose than that for which the property is permitted to be used, namely as a parking lot for the use of the Bridgeport Police Department and other municipal departments and vehicles, the City shall be permitted access to the space and use thereof at all times.
3. **FEE** The use and occupancy payments shall be Forty Thousand (\$40,000) Dollars per year, payable in twelve (12) monthly installments of Three thousand three hundred thirty-three dollars and 33 cents (\$3,333.33) each, due by no later than the 10<sup>th</sup> of each month. Such amount shall increase by the same amount as the real estate tax increases on such above the real taxes currently being paid by GJS.

4. **OBLIGATIONS**

- a) The City shall be responsible for all general upkeep, maintenance and utilities, including but not limited to snow plowing, installing greenery required by the Planning and Zoning Commission.
- b) GJS and the City shall equally share the cost of installation of all drainage as may be required by the Planning and Zoning Commission or other municipal agencies
- c) The City and GJS agree that the City shall be the sole lessor of such Property and GJS nor the City shall have the right to lease or sublease a portion to any other person or entity.

5. **CONDITION OF SPACE** The City agrees to keep the Property in good repair as described herein, and at the end of the Term will deliver the Property to GJS in good order and condition, reasonable wear and tear excepted.

6. **ASSIGNMENT SUBLETTING AND ALTERATIONS** The City shall not assign, sublet, mortgage or pledge this Agreement nor let the whole or any part of the Property, nor make any alterations to the Property, other than the landscaping referenced above, with GJS's prior written consent.

7. **LAWS AND GOVERNMENTAL REGULATIONS** The City agrees to comply promptly with all laws, rules and orders of Federal State and Municipal governments and all of their departments applicable to the Property herein described, and shall comply promptly with the requirements of the Board of Fire Underwriters.

8. **INDEMNIFICATION OF THE CITY; INSURANCE** The City agrees to indemnify and save harmless GJS of and from all fines, suits, claims, demands and actions of any kind by any reason of any breach, violations, or non-performance of any condition hereof on the part of the City. Further, GJS shall not be liable for any injury or damage to person or property happening in or about the space, and the City agrees to indemnify and save harmless GJS from any liability thereof; and the City shall indemnify and hold harmless GJS from any and all damage or liability for anything arising from or out of the use of the Property by the City. It is understood, however, that this paragraph shall not apply to injury or damage arising out of any negligence or intentional acts or omissions of GJS. It is understood that the City of Bridgeport self-insures for personal injury and property damage.

9. **EXTRA EXPENDITURES** In the event that the City shall make any expenditure for which GJS is responsible or which GJS should make, by reason of any term of this Agreement or breach thereof by GJS then the amount thereof, together with interest and costs, may at the City's election, become immediately due and payable.

10. **ADDITIONS AND IMPROVEMENTS** All alterations, additions and improvements (except trade fixtures) put in at the expense of the City, shall become the property of GJS and shall remain upon and be surrendered with the Property as a part thereof at the end of the Term or any extended term, or the earlier termination of this Agreement.

11. **ENTRY FOR REPAIRS AND INSPECTION** GJS or its representatives shall have the right to enter into the upon said Property or any part thereof at all reasonable hours, to examine the same or to make repairs, or to make such other alterations or repairs as may be occasioned by the use and the City shall not be entitled to any abatement or reduction of the Fee so long as such entry is at reasonable hours and provided further, however, that GJS shall make every effort to avoid disruption of the City's use of the Property.

12. **SIGNS** The City shall not place any signs outside the Property except as and where first approved by GJS.

13. **NOTICE** Any communication or notice given hereunder shall be made in writing by certified mail, return receipt requested, deposited in a repository of the United States Postal Service, or by recognized overnight delivery service, addressed to the party receiving such notice at their respective addresses first above listed or at such other address as may be desired by written notice given in accordance herewith. Notices shall be sent as referenced below:

If to GJS:

421 Tunxis Hill Road  
Fairfield, CT 06825

If to City:

Chief Administrative Officer  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

With a copy to:

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

14. **WAIVER OF BREACH:** No waiver at any time of the right to terminate this agreement shall impair the right of GJS to insist upon such termination subsequent thereto, and in addition to any other remedies, which the GJS may have.

15. **MODIFICATION:** No provisions of this agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by both parties.
16. **NUISANCES:** The City shall conduct its activities on the property in such a manner as not to create any nuisance or to interfere with, annoy or disturb other occupants or the city.
17. **FIRE CLAUSE:** Intentionally deleted-Unimproved Real Estate Only.
18. **DEFAULT CLASE:** In the event that the City shall default in any payment due hereunder or shall violate or omit to perform any of the provisions herein contained, or in the event that the city shall abandon the property or leave it vacant, GJS shall give ninety (90) days' prior written notice of such default, violation or omission, and this agreement shall terminate unless the City has cured such default within such 90-day period or, if the default is not capable of being cured within that period, is diligently pursuing the removal of such default using its best efforts with due diligence. If the City fails to cure such default, GJS shall give written notice to the City and this agreement shall cease and come to an end and the parties shall have no further obligation to each other except for those matters that are specifically set forth herein as obligations that survive early termination. Thereupon, GJS or its agents may re-enter the property by summary proceedings, take possession of the property and remove all persons and items therefrom.
19. **RULES AND REGULATIONS:** The City shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the premises of which the property for the preservation of good order therein.
20. **QUIET POSSESSION:** GJS hereby covenants that the City, upon performing all of the covenants and agreements herein contained on the part of the City shall and may peaceably and quietly have, hold and enjoy the property hereby demised without interference.
21. **BINDING UPON PARTIES, ETC:** The covenants and agreements herein contained shall be binding upon the parties hereto and shall inure to their respective successors and assigns.
22. **HOLDING OVER:** No holding over and continuation of any activities by the City after the expiration of the term herein shall be considered as or to be a renewal of this Agreement. If, however, the City shall occupy the space with or without the consent of GJS after the expiration of this agreement, such occupancy and payment shall be construed as an extension of the agreement on a month-to-month basis and occupation thereafter shall operate to extend this agreement to that extent and the Fee shall be pro-rated accordingly.

23. **DAMAGE CAUSED BY DEFECTS:** The City shall not be held liable for damage by reason of any latent or other defect in the property of GJS. It is understood that this clause shall not apply to any negligent or intentional act or omission of the City.
24. **ABANDONMENT OF PERSONAL PROPERTY:** The GJS shall not be responsible or liable for loss in any event for any of the property of the City brought into the property or left therein by the City upon the termination of this Agreement. All personal property (including trade fixtures) left on the property, upon removal of the City during or at the end of the term shall be considered as abandoned by the City and may be disposed of by the GJS as it seems fit.
25. **GOVERNING LAW:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
26. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understand with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this agreement and shall be of no affect in interpreting this agreement or conferring any right of first refusal or option to either party to this agreement. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
27. **PARAGRAPH HEADINGS:** The paragraph headings appearing in this agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.
28. **INSURANCE REQUIREMENTS:** Intentionally deleted- the city is self-insured
29. **FIT OUT EXPENSES:** The city shall be solely responsible for any and all expenses for fit out of it its space except drainage as more fully referenced above.
30. **TERMINATION:** The city may terminate this lease by providing GJS with five (5) days' prior notice. At such time, the city shall immediately remove all of its equipment, personal effects and property from the property. Any items remaining on

site after termination shall be deemed abandoned and may be disposed of by GJS as it deems necessary.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, Sealed and Delivered  
In the Presence Of:

\_\_\_\_\_

\_\_\_\_\_

The City of Bridgeport

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

Name:

Title:

Duly-authorized

GJS Properties LLC

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

Name:

Title:

Duly-authorized