

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, MAY 5, 2014

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 83-13** Communication from City Attorney re: Proposed Resolution concerning the Implementation of the Revaluation for the October 2013 Assessment Year, referred to Budget and Appropriations Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 84-13** Communication from City Attorney re: Proposed Master Municipal Agreement for Construction Projects with the State of Connecticut Department of Transportation **FOR IMMEDIATE CONSIDERATION.**

AGENDA

CITY COUNCIL MEETING

MONDAY, MAY 5, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

- 55-13** Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property Located at 143 Fifth Street, to Abutter Process.
- 56-13** Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Properties to Habitat for Humanity.
- 58-13** Public Hearing re: Proposed Hangar Lease Agreement with the Connecticut Aerospace Hall of Fame and Museum, Inc. for the Location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 7, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 75-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation for Dial-A-Ride Municipal Matching Grant Program for the Elderly, referred to Economic and Community Development and Environment Committee.
- 76-13** Communication from Central Grants re: Grant Submission: 2013 Centers for Disease Control (CDC) for Public Health Grant Program, referred to Economic and Community Development and Environment Committee.
- 77-13** Communication from OPED re: 2014 Neighborhood Assistance Act, referred to Economic and Community Development and Environment Committee.
- 78-13** Communication from OPED re: Proposed Resolution concerning Disposition of City-Owned Property Located at 63 Waldorf Avenue to Habitat for Humanity and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 79-13** Communication from Parks Commission re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amend Section 12.28.090 Animals Prohibited from Parks, referred to Ordinance Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 80-13** Communication from Parks Commission re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amend to add new Section 12.28.210 Regulation Banning Smoking in City Parks, referred to Ordinance Committee.
- 81-13** Communication from Central Grants re: Grant Submission: 2013 Federal Emergency Management Agency (FEMA) Fire Prevention & Safety Grant, referred to Public Safety & Transportation Committee.
- 82-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Mental Health & Addiction Services for a Tobacco Retailer Education and Inspection Program, referred to Economic and Community Development and Environment Committee.

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

- 74-13** Resolution presented by Council Members Martinez-Walker and Holloway re: Proposed Request that Logan Street be given the Honorary Designation of Bishop Zebedee Stewart Boulevard by adding his name above the street Signage on Logan Street, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *71-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 13.04 Utilities.
- *27-13** Economic and Community Development and Environment Committee Report re: Resolution concerning Disposition and Redevelopment of City-Owned Properties to Achievement First Bridgeport Academy Elementary School.

MATTERS TO BE ACTED UPON:

- 37-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 15.08.010 Building Permit and Related Fees and Section 15.08.020 Building Permits to be Withheld Due to Delinquent Taxes and User Fees.
- 41-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 9.08 Offenses Pertaining to Property.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 5, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Conflicts of interest of City Council Members.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Update on unjust termination.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Council - Finances.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, MAY 5, 2014
6:30 PM**

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

**=arrived after roll call*

ABSENT: Council members: Lyons, Salter, Marella, Paoletto

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

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

Council President McCarthy announced that three people signed up to address the city council at the city clerk's office, noting that these persons have first priority. He referred to the sign up list and stated that there were six additional people that signed up; but only three of them would be allowed to speak. He noted that the time limit to speak was five minutes.

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on May 5, 2014.

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NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Conflicts of interest of City Council Members

RECEIVED
 CITY CLERK'S OFFICE
 MAY 19 A 11:28
 CITY CLERK

Mr. Book's statement comments are highlighted below – *to listen to or view the detailed comments, go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport).*

He commented and referenced the following:

- CT statute allowing municipal employees to serve on the zoning commission
- Annual city budget for FY-13 that was approved by Council members: McCarthy, Paoletto and Holloway

- Conflict of interest issue, noted the constitutional issue that overrides state statute related to municipal employees
- Legal counsel requested pertaining to a conflict of interest for some council members
- Alleged misappropriation of stipends for certain council member(s)

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Update on unjust termination.

Mr. Young spoke about his unjust termination. He recalled that he was a city employee for twenty-seven years, noting that it's a shame that he was unjustly terminated. He emphasized that he is a taxpayer and he never had an attendance problem. He repeated that it's a shame that he had to go through Council member Torres to obtain the information related to the matter, noting that he hasn't been able to get the information for the last seven years from any other council member. He stressed that he was tired of being treated like a slave, to make the point that he isn't a slave, but a taxpayer that deserves justice. He said he was there to speak from a taxpayer's interest. He mentioned his rights being violated and the possibility of a lawsuit, not only by him; but also by others that have been unjustly treated. He relayed that he submitted full doctor documentation related to his termination and it wasn't accepted by the appellate court. He emphasized that he's not going away and will continue to come forward to speak. He stated that it's a matter of right and wrong and he was tired of pleading with the city council to "do the right thing".

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Council - Finances.

ILLEGAL COUNCIL BEHAVIOR with Taxpayer Funds

John Marshall Lee (May 1, 2014)

Council President McCarthy, members of the Council, respected citizens and taxpayers. Were I to walk into your enclosure, pick up a chair and walk out with it, perhaps one of you would ask a City police officer to stop me, or maybe not? Why would you do that? Because you care about public property or because you would like to question my behavior as a fiscal citizen watchdog? I won't be taking any public property or money tonight or any night but let's look at what last year's Council did.

Let's travel back in time one year. If you were one of 20 people on the City Council you knew that elections would be held in November. And primaries were talked about in several Districts. You knew that assessments of properties for a revaluation dated October 1, 2013 were upcoming although the Administration was resistant. You were in the budget process and like every year the

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public was upset about an increase. And an increase was in the cards. And since you had terminated your only active employee as of July 1, 2012, you had no dependable assistance in doing whatever homework you felt was indicated in meeting your City duties.

As a group you were spending about 50% of the Stipend funds because some people were not using stipends at all or only slightly. Rumors were circulating about more than \$9,000 being spent in a fiscal year and those rumors proved true. You had also taken the idea of new rules to cover a debit card process to the Ordinance Committee, but the current Ordinance was never changed as the study was tabled. And still is, unless it died.

The process of Debit Card and reimbursement has not been a complete fit for several reasons, but it was clear to anyone who signed the City forms that all tax liabilities rested with the Council member. Stipends were not to be used for charitable purpose. And Stipends were not to be used for political advantage.

Someone had a bright idea in the midst of those days. "Hey gang, let's use some other funds that are in our LEGISLATIVE BUDGET, and make payments to our favorite non-profit programs?" "If we make them late enough in June, they won't show up in the June, 2013 Draft report." And so it came to be, without a referral from the Council to a Committee, without a Committee meeting on an Agenda or with Minutes showing motion, without a second or any record of a vote that 15 sitting Council persons requested City payments to favorite non-profit groups locally. You were not facing conflict of interest rules as you do with HUD-CDBG funds or even rules against political or charitable funds in certain revised Stipend process. And the funds came from your own budget in a Line Item called Other Services yet no services were received by the City. It's outrageous and illegal. What will you do about it?

Payouts Legislative Department (01095) Other Services (56180) March-June, 2013

<u>Party</u>	<u>\$\$\$</u>	<u>Organization Receiving City Check</u>
City Council	\$3,000	Barnum Museum
Richard Bonney	500	Healing Tree Ec Dev. King's Pantry
500	" "	" " "
	500	Hall Neighborhood House
	500	Bridgeport Black Pride
John Olson	1,000	Village Initiative Project
	1,000	Habitat for Humanity
Warren Blunt	500	North End Community Council
	500	Juneteenth of Fairfield County
	500	N. E.C.C. -Lake Forest Blockwatch
Evette Brantley	\$ 1,000	Bridgeport Black Pride
	1,000	Village Initiative Project

Andre Baker	1,000	Village Initiative Project
	1,000	“ “ “
Thomas McCarthy	\$ 500	Barnum Museum
	500	Bridgeport Caribe Youth League
	1,000	Bridgeport North End Little League
Sue Brannelly	1,000	Black Rock Little League
Steve Stafstrom	1,000	Burroughs Center
Jack Banta	500	Bridgeport YMCA South End
	500	Bridgeport Caribe Youth League
	500	R.N.P. -Prospect House
	500	Home for the Brave
Mike Marella	1,000	Alpha Community
	1,000	Park City Pride
Lydia Martinez	\$ 1,000	St John's-S.Luke-Paul Food
	100	Puerto Rican Parade
	400	McGivney Center
	500	Greater Brdgt Adolescent Program
Rich Paoletto	1,000	Bridgeport P.A.L.
	1,000	CT Zoological
Amy Marie		
Vizzo-Panniccia	100	Downtown Cabaret
	150	CT. Zoological Society
	100	Bridgeport Public Education Fund
	50	Park City Pride
	250	Park City Pride
	100	Girl Scouts
	100	Discovery Museum
	100	SVA Bridgeport
	50	SVA Bridgeport
	100	Barnum Museum
	50	Hurricanes
	250	“
	100	Sheehan Center
	50	Bridgeport PAL
	250	“ “
	200	Hand For A Paw
Michele Lyons	\$ 500	BRBC for Police Memorial

500	Center For Women
1,000	Bridgeport North End CC

Denese Taylor-Moye	500	Healing Tree Economic Development
	500	RYASAP
	500	Council of Churches
	500	Bridgeport Black Pride

GRAND TOTAL \$30,500

Illegal use of City funds?

Open? Accountable? Transparent? Stewardship?

I find no record for contributions attributed to Councilmen Austin, Ayala, DePara, Silva or Holloway. If they knew of or were offered the opportunity to give away public funds and chose not to use taxpayer money secretly, I believe they used good judgment. However, as elected representatives, they failed their role as watchdogs to blow a whistle that could have called a halt to the unlawful taking of City funds. If no Council representative understands a duty as steward of City funds, then the City has none, and that crosses the line in Bridgeport to illegal behavior on the eve of budget decisions for 2015! Current City Council Stipend process does not permit use of City Council Stipend (51402) funds to be used for "political" or "charitable" purpose! What did you base your use of taxpayer funds on?

Will the Mayor or you ask the not-for profits for a return of City funds from last June since NO SERVICE was performed for the City in any prescribed manner as called for by a Line Item specifying Other Services (56180)? Will the Mayor investigate and correct the "secret and illegal" mess caused by the City Council Stipend Ordinance and the new debit card Finance Department process that are not in accord and that have permitted City payouts in excess of \$9,000 in a year that would never occur in a pure reimbursement system?

Will the respective Council persons who directed the payments, dig down in their own pockets, to make the charities whole when they return the taxpayer funds? Or will taxpayers have to personally take this matter to the courts for satisfaction? There are those prepared to do that. And will people finally see after four years of protesting the lack of a FINAL OPERATING BUDGET MONTHLY REPORT what springs out when you are able to see at least part of the fiscal record? Time will tell.

John Marshall Lee

The following persons signed up to speak prior to the public speaking session:

Briana Carter – stated that she was there in support of the smoking ban in Bridgeport parks. She emphasized that smoking encourages the behavior among youth. She mentioned that a survey was taken and (46) out of (87) people said yes to prohibit smoking in parks. She relayed that a cigarette butt pick up was formed and they collected hundreds of cigarette butts that were found throughout the parks around benches, playgrounds etc. She expressed that they are trying to prevent babies and toddlers whom are especially at risk, from ingesting secondhand smoke and to also prevent them from picking up cigarette butts and potentially chewing or swallowing them. She stressed that secondhand smoke results in a high incidence of health issues for many. She noted that Boston, New York and Philadelphia have all banned smoking in public parks.

Claudia Phillips – stated that she was there in support of Achievement First Academy. She gave an account of what the school has to offer its students. She stated that the courses offered allow students to achieve and go on to attend college. She relayed that the school should supported 100%, noting that they are a great neighbor to the community. She mentioned that they collaborated to build a playground on the site and she was confident that the land would be safe for the students. Overall, the sale of the land was supported for the benefit of the students.

Clyde Nicholson – spoke about the Harding High School situation. He stressed that he couldn't believe that in the year 2014 they are still talking about racism, referring to the recent remarks made by the owner of the Clippers to make his point that racism is still an issue. He emphasized that he couldn't believe that the city would risk putting kids on the property with contamination. He questioned what's to stop the contamination from seeping into the athletic field that the youth play on; noting that concrete won't stop it.

He further mentioned that the city doesn't need a second city hall building and he said they should sell the property and use it for a better purpose. He stressed that racism is being dealt in the city and it has to stop. He questioned again why they are building a school on a contaminated site and he expressed that Dr. King wouldn't allow kids to be put on a contaminated site. He ended to say that racism is alive in the city.

The public speaking session ended at 7:10 pm.

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING**

**MONDAY, MAY 5, 2014
7:00 PM**

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

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

ABSENT: Council members: Lyons, Paoletto

Mayor Finch called the meeting to order at 7:25 pm.

Prayer - Council member DeJesus offered the prayer.

Pledge of Allegiance - Council member Banta led the pledge of allegiance.

Moment of Silence

- ❖ Mayor Finch asked for a moment of silence for Katherine Newton; mother of Ernest Newton, Patti Newton and family members, who recently passed away.

Roll Call - the City Clerk took the roll call and announced there was a quorum.

- o Mayor Finch announced that the latest rendering of the new Harding High School was recently approved by the Board of Education and the School Building Committee.

55-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Property Located at 143 Fifth Street, to Abutter Process.

Mayor Finch asked if there was anyone present to speak in favor of the item. There were none heard

Mayor Finch asked if there was anyone present to speak against the item. There were none heard.

The public hearing was closed.

56-13 Public Hearing re: Proposed Resolution concerning the Disposition of City-Owned Properties to Habitat for Humanity.

Mayor Finch asked if there was anyone present to speak in favor of the item.

There were several audience members and prospective Habitat homeowners that were present in support of the item – they all stood to be acknowledged.

Bruce spoke on behalf of Habitat for Humanity and he thanked the council for putting the item on the agenda. He stated that they have been doing the project in Bridgeport for three decades with the support of the city and residents. He said he was honored and privileged to be able to do the projects in Bridgeport, noting that Habitat for Humanity homeowners pay a half million in property taxes each year. He relayed that all the homeowners have children to make the point that those that live in one of the homes tend to do better in school. He stated that during 2010, 2011 and 2013, Habitat for Humanity was the largest single family builder in Bridgeport and what can be seen is overwhelming. He further stated that the homes are primarily built in the lower part of Bridgeport, where other builders typically haven't been comfortable building. It was further highlighted that the each family will move into their own home by early next year. They are hard working families looking to improve their life and they are dedicated to helping build through what he called sweat equity. The homeowners take workshops for conflict resolution and how to build better neighborhoods. Overall, the purpose of Habitat for Humanity is to make Bridgeport safer for families. He thanked the Mayor and city council for all they have done.

Mayor Finch commented that the city council wholeheartedly supports Habitat for Humanity.

Mayor Finch asked if there was anyone present to speak against the item. There were none heard.

The public hearing was closed.

58-13

Public Hearing re: Proposed Hangar Lease Agreement with the Connecticut Aerospace Hall of Fame and Museum, Inc. for the Location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport.

Mayor Finch asked if there was anyone present to speak in favor of the item.

Gene Ferreira referred to the information that was distributed to the council members. He stated that they have been working with the city on the Urban Blight Renewal Project, noting that Bridgeport has broken the mold and changed the pattern of removing urban blight. He went on to reference the information distributed and highlighted the following issues:

- o property title transfer
- o the importance of removing urban blight to attract people to the city
- o project will result in a return on their investment between Bridgeport and the Town of Stratford as it relates to the in-kind contribution
- o the improved property will stay on the city's books
- o the costs for the hangar restoration will be incurred by the Town of Stratford
- o it's a green project that will involve solar energy
- o the project will increase tourism
- o there are plans to build the project and establish a home for the restored Corsair

He commented that this is a model project that has been recognized by the state legislative.

Mr. Ferreira continued and stated that the project will allow a place to implement science education for students, noting that it's the first project of its kind in the tri-state area. He stated that most importantly, it will change the picture of what Bridgeport looks like and it will also be an opportunity to experience aviation history.

He mentioned the utilities cost issue pertaining to who will be responsible. He stated that they don't anticipate that there will be enough revenue to pay the monthly utility bill. He pointed out that they will be responsible for maintaining the hangar area, but there wasn't an agreement for the Town of Stratford to pay the utilities.

Mayor Finch asked if there was anyone present to speak against the item. There were none heard.

The public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 7, 2014

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

- ❖ Council President McCarthy announced that the following council members were absent: Council member Lyons was ill and Council member Paoletto was chosen by the FBI to conduct a special training course.
- ❖ Mayor Finch commented that Glen Curtis was the founding father of naval aviation, noting in reference to the restoration of the hangar at Sikorsky Airport.
- ❖ Council member Vizzo-Paniccia recalled that several years ago, there was a bust of Igor Sikorsky that was loaned to the Town of Stratford or the Helicopter Museum. She asked if anyone knew when it will be returned.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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82-13 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Mental Health & Addiction Services for a Tobacco Retailer Education and Inspection Program, referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER MARELLA MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
**** COUNCIL MEMBER MARTINEZ SECONDED**
**** MOTION PASSED UNANIMOUSLY**

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

74-13 Resolution presented by Council Members Martinez-Walker and Holloway re: Proposed Request that Logan Street be given the Honorary Designation of Bishop Zebedee Stewart Boulevard by adding his name above the street Signage on Logan Street, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER TORRES MOVED TO REFER RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**
**** COUNCIL MEMBER HOLLOWAY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard.

**** COUNCIL MEMBER MARELLA MOVED TO APPROVE**
**** COUNCIL MEMBER MARTINEZ-WALKER SECONDED**

The city clerk read the consent calendar items into the record.

***71-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 13.04 Utilities.

***27-13** Economic and Community Development and Environment Committee Report re: Resolution concerning Disposition and Redevelopment of City-Owned Properties to Achievement First Bridgeport Academy Elementary School.

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

MATTERS TO BE ACTED UPON:

37-13 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 15.08.010 Building Permit and Related Fees and Section 15.08.020 Building Permits to be Withheld Due to Delinquent Taxes and User Fees.

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER VIZZO-PANICCIA)**

41-13 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, amend Chapter 9.08 Offenses Pertaining to Property.

Jodie Paul-Arndt addressed the city council to relay the fees that are imposed for a first offense in the amount of \$100.00 and for a second offense the fee is \$250.00. She clarified that the fees pertained to graffiti on buildings and property offenses.

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE
** COUNCIL MEMBER MARELLA SECONDED
** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER VIZZO-PANICCIA)**

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

83-13 Communication from City Attorney re: Proposed Resolution concerning the Implementation of the Revaluation for the October 2013 Assessment Year, referred to Budget and Appropriations Committee.

**** COUNCIL MEMBER BRANNELLY MOVED TO REFER
** COMMUNICATIONS TO BE REFERRED TO COMMITTEE
** COUNCIL PRESIDENT McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

84-13 Communication from City Attorney re: Proposed Master Municipal Agreement for Construction Projects with the State of Connecticut Department of Transportation **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER DeJESUS MOVED TO AMEND AND REFER THE ITEM BACK TO CONTRACTS COMMITTEE**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**Let it be noted that item was not meant to be on the agenda for immediate consideration due to the lengthy contract for review and the reason for sending the item back to committee*

**** MOTION PASSED UNANIMOUSLY**

New business:

**** COUNCIL MEMBER TAYLOR-MOYE MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER TAYLOR-MOYE MOVED TO REFER RE: 2014 EARLY CHILDHOOD BOND FUNDS GRANT TO THE EDUCATION AND SOCIAL SERVICES COMMITTEE**

**** COUNCIL MEMBER McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM # 86-13)**

**** COUNCIL MEMBER AUSTIN MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER AUSTIN MOVED TO REFER RE: RESOLUTION FOR WATER STREET DOWNTOWN SIGNAGE PROJECT PERTAINING TO ACCESSIBLE PUBLIC TRANSPORTATION NAVIGATION**

**** COUNCIL MEMBER McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM #85-13)**

Other business:

Council member Vizzo-Paniccia stated that she didn't get a chance to make a clarification to the minutes for the March 18, 2014 City Council meeting for the following item:

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

- She requested a correction made to the March 18, 2014 minutes to record that she voted in opposition.

>Below is the motion and final vote that was taken during the March 18, 2014 meeting<

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

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

**** COUNCIL MEMBER MARTINEZ SECONDED**

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

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

Announcements and Reminders:

- Budget & Appropriations Committee vote scheduled for Monday. He urged all council members to attend the remaining budget meetings that will be held at the Margaret Morton Center and City Hall.
- He acknowledged the birthdays of: Council member Vizzo-Paniccia and Council member Martinez.
- Council member Martinez-Walker reminded everyone to sign the committee reports
- Mayor Finch extended congratulations to Bridgeport P.A.L. for winning; he commented that it was a good game!

ADJOURNMENT

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

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, May 5, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #55-13

1. Proposed Resolution concerning disposition of city-owned property located at 143 Fifth Street, to abutter process.

Item #56-13

2. Proposed Resolution concerning disposition of city-owned properties to Habitat for Humanity.
 - 216 Cloverhill Avenue
 - 221 Jefferson Street
 - 229 Jefferson Street
 - 243 Sixth Street
 - 169 Fifth Street
 - 221 Beach Street
 - 223 Beach Street
 - 228 Davenport Street
 - 11 Booth Street

Item #58-13

3. Proposed Hangar Lease Agreement with the Connecticut Aerospace Hall of Fame and Museum, Inc. for the location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Thursday, April 24, 2014 & Friday, May 2, 2014)

Requires Certification

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

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Account #: 111171

Dated: April 23, 2014

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
A. Kabel, Deputy CAO
A. Wood, Chief of Staff
M. Anastasi, City Attorney
R. Liskov, Associate City Attorney
R. Pacacha, Associate City Attorney
P. Mize, Airport Manager
D. Kooris, Director, OPED
M. Perez, Sr. Economic Development Associate, OPED

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

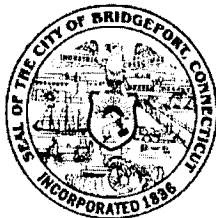
999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
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Telephone (203) 576-7647
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COMM. #83-13 Referred to Budget & Appropriation Committee
on 5/5/2014

May 2, 2014

Fleeta C. Hudson, City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Addendum for City Council Meeting Agenda for May 5, 2014

Dear Ms. Hudson:

City Council President Thomas McCarthy has authorized me to submit the following items for Placement on an Addendum for the May 5, 2014 City Council Agenda:

1. Proposed Resolution Concerning the Implementation of the Revaluation for the October 2013 Assessment Year (copy attached) FOR REFERRAL TO BUDGET & APPROPRIATIONS COMMITTEE; and
2. Proposed Master Municipal Agreement for Construction Projects between the State of CT DOT and the City of Bridgeport (copy attached) FOR IMMEDIATE CONSIDERATION. This is a proposed new standard form CT DOT master agreement governing municipal contracts that already has been approved and adopted by the overwhelming majority of CT cities and towns (approx. 160+ to date). The master agreement is required to streamline the process for all future CT DOT projects with Bridgeport. Time is of the essence in the adoption of this master plan in order that it can be utilized for the Airport Safety Zone Enhancement Project.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Frances Ortiz, Asst. City Clerk
Thomas McCarthy, City Council President
Thomas Sherwood, OPM Dir.
Anne Kelly-Lenz, Finance Dir.
Arthur Laske, Deputy City Atty.

Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Pauline Mize, Sikorsky Airport Mgr.
John Stafstrom, Esq

RECEIVED
CITY CLERK'S OFFICE
2014 MAY -2 P 4:39
ATTEST
CITY CLERK

**RESOLUTION CONCERNING THE IMPLEMENTATION OF
THE REVALUATION FOR THE OCTOBER 1, 2013 ASSESSMENT YEAR**

WHEREAS, pursuant to Section 12-62 of the Connecticut General Statutes, as amended, the City of Bridgeport (the "City") must conduct a property revaluation at least once every five years; and

WHEREAS, the City last implemented a property revaluation for the October 1, 2008 assessment year and was scheduled to implement a revaluation for the October 1, 2013 assessment year; and

WHEREAS, pursuant to State legislative authorization any municipality may, by vote of its legislative body, delay a revaluation scheduled to be implemented in the October 1, 2013 assessment year until the October 1, 2015 assessment year; and

WHEREAS, the City Council has determined that delaying the implementation of the revaluation for the October 1, 2013 assessment year until the October 1, 2015 assessment year would lessen the economic disruption caused by implementation of a revaluation and be in the best interest of the City.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council of the City of Bridgeport hereby approves the delay of the revaluation scheduled to be implemented in the October 1, 2013 assessment year until the October 1, 2015 assessment year.

Section 2. The City Council authorizes, approves and ratifies the Tax Assessor's prior preparation and filing of a revised grand list that reflects the assessments for the October 1, 2012 assessment year, subject only to transfers of ownership, additions for new construction and reductions for demolitions, and the sending of notices to affected individuals.

Section 3. The Mayor, the Director of Finance, the Tax Assessor and any other proper officers of the City are each hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper to effectuate the intent of this resolution. All prior actions of such officers or staff of the City with respect thereto are hereby ratified and approved.

Section 4. This resolution shall take effect immediately upon its passage.

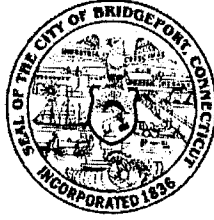
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CONTRACTS COMMITTEE

May 2, 2014

COMM. #84-13 Referred for ~~IMMEDIATE CONSIDERATION~~ on 5/5/2014
(Changed from the floor)

Fleeta C. Hudson, City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Addendum for City Council Meeting Agenda for May 5, 2014

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John Stafstrom, Esq

RECEIVED
CITY CLERK'S OFFICE
2014 MAY -2 P 4:39
ATTEST
CITY CLERK

RESOLUTION

RESOLVED, that the Honorable Bill Finch, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE _____ OF

THE CITY OF BRIDGEPORT, CONNECTICUT, THIS _____ DAY OF

_____, 20__.

Clerk _____

(seal)

Date _____

INSTRUCTIONS FOR PROCESSING MMAC

Enclosed are two copies of the Master Municipal Agreement for Construction Projects (MMAC) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAC. Please sign your name as it appears on the signatory page.
2. Attach the original Council/Board of Selectmen resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMAC. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMAC.

Please return two signed copies of the MMAC (must be signed within 30 days of the original council resolution) on or before May 5, 2014, so that the Department may process them for State signatures. A fully executed copy of the MMAC will be returned to you upon its completion.

**MASTER MUNICIPAL AGREEMENT
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master 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 Connecticut 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, municipal projects to construct 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;

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 DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

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-98i 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 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects

- 1.3 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.
- 1.4 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.
- 1.5 "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.
- 1.6 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).
- 1.7 "Contingencies" means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT's determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.
- 1.8 "Construction Project" means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality's behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.
- 1.9 "Contract Items" means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.
- 1.10 "Demand Deposit" means an amount of money due to the DOT from the Municipality.
- 1.11 "Depreciation Reserve Credit" means the credit for the used life of the replaced utility facility when a new facility is installed.
- 1.12 "Design Services During Construction" means design services required during the construction phase, with the DOT's prior approval, which may include, but are not limited to,

Master Municipal Agreement for Construction Projects

construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "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.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

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necessary by the DOT.

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained 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.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "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.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

Master Municipal Agreement for Construction Projects

Incidental Construction (Form 816),” Connecticut Department of Transportation (July 2010), as may be revised.

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

1.34 “Transportation Enhancement Facilities” means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 “Transportation Facilities” means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction 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 Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL,” which serves to acknowledge the Municipality’s receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with 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. 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.

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 on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to 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

Master Municipal Agreement for Construction Projects

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 Construction 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 Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to 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 Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL." The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

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

(a) 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 Construction Project;

(b) the maximum reimbursement to the Municipality under the PAL;

(c) an estimated cost break-down for all work under the Construction Project;

(d) 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 Construction Project, as determined by the Funding ratio;

(e) the Project Amount; and

(f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:

- (1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

Master Municipal Agreement for Construction Projects

the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

3.2 Authorization to Award and Authorization to Proceed.

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Construction Project.

(a) 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 Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

Master Municipal Agreement for Construction Projects

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

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 **Pre-Award Requirements and Documentation.** The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

Master Municipal Agreement for Construction Projects

- (a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;
- (d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

Master Municipal Agreement for Construction Projects

compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

3.7 Changes in Scope. Extensions of Time. The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

3.8 Design Services During Construction. The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

3.9 Inspection Activities. The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.

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- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

3.10 Additional Administration Responsibilities. The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

3.11 Inadequate Administration. If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

3.12 Federal and State Required Contract Provisions.

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

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- (3) FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," (2012), attached at Schedule D, which is applicable to Construction Projects that receive federal participation in Funding.

(b) The Municipality's failure to comply with any requirement within this section 3.12 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2012), as may be revised, the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)" (2012), as may be revised, or the "Special Provisions, Small Business Participation Pilot Program" (2012), as may be revised, which are attached at Schedules E, F & G, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within such contract(s) requiring compliance with the AA Requirements and attach a copy of the applicable AA Requirements provided at Schedule E, F or G to such contract(s).

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On the Job Training (OJT) requirement and the "On-the-Job Training Program Special Provision" (2012) as may be revised, attached at Schedule H. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule H to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

3.14 Inspection Consultant Fees and Auditing Requirements.

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(a) With respect to any contract with an Inspection Consultant, the Municipality shall comply with Policy No. F&A-30, dated April 12, 2006 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule I. The Municipality shall utilize the guidelines stipulated in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, attached at Schedule J, when applicable, in accordance with Policy No. F&A-30.

(b) With respect to Construction Projects that receive federal Funding, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT and federal laws and regulations and the current version of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled "Minimum Schedule for Acceptance Testing," Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained

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therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

3.16 Maintenance of Records On-Site. The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

3.17 DOT-provided Services. If the Construction 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 Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure 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 Construction Project, and such inspections shall be deemed DOT-provided Services.

3.18 Demand Deposit Requirement; Depreciation Reserve Credit.

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

3.19 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the

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DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, 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 Construction 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 Construction 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 Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit 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 for the prior month. 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, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (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.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

3.22 **Extra Work.**

(a) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project.

(b) If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the

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Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

- (c) Once approved in writing by the DOT, the Extra Work will be funded as follows:
 - (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
 - (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

3.24 Semi-Final and Final Inspections.

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if

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applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction 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 Construction 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 breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction 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 Construction 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 Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
 - (2) 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.

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(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), 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:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, 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) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without

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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.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Construction Projects. When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

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

(a) the funding source, 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 Construction Project;

(b) the estimated cost for all work under the Construction Project;

(c) 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 Construction Project; and

(d) the Project Amount.

4.2 **Engaging a Prime Contractor.** The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

4.3 **DOT to Perform and Complete the Construction Project.** The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

4.4 **Copies of Plans and Specifications.** Upon the completion of the design phase, prior to

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commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

4.5 Design Services During Construction - Municipality-provided. When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

(1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.

(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 proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.6 Municipal Contact Person. The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

4.7 Reimbursement for Value of Municipality-Owned Utility Facility. Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

4.8 Semi-Final and Final Inspections. The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

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Construction Project.

4.9 Suspension, Postponement, or Termination of a DOT-Administered Construction Project.

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction 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 Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services for the Construction Project.

4.10 Responsibility for Design Phase Errors or Omissions. With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

Article 5. Utilities and Highway Right-of-Way.

5.1 Relocation. Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust

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or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

5.2 **Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

- (a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or
- (b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

5.3 **Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of-way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of-way, including but not limited to, applying for and obtaining an encroachment permit.

Article 6. Responsibilities of the Parties for Transportation Facilities.

6.1 **During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

6.2 **Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

- (a) The Municipality assumes all responsibility for:
 - (1) the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project;
 - (2) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume

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responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

6.3 Failure to Fulfill Maintenance Responsibilities. If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

Article 7. Responsibility for Costs.

7.1 Non-participating Items. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

7.2 Final Payment. Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

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7.3 Costs Resulting from Errors or Omissions. The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 Sidewalk Construction. The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1. Method of Disbursement. With respect to each Construction 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.

8.2 Funding on Reimbursement Basis. The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 Federal Approvals Required. The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 Lack of Timeliness in Municipality Performance. If the Municipality fails to timely commence and complete the Construction 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:

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- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (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 Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction 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 Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction 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 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, 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 Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited to 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.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

Master Municipal Agreement for Construction Projects

and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to 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 agrees to 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 Construction Project, throughout the Term of this Master Agreement.

Article 11. Conflict.

11.1. **Conflict.** 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.

11.2 **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 Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to 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 Construction Project. This section does not apply to the Standard Specifications.

Article 12. 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 Construction 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 Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 13. Term and Termination of the Master Agreement.

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

13.2 **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.

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13.3 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, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction 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 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.

13.4 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 Construction 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 Construction 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 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(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 agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 14. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 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:

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

14.2 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

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

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consulting Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

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(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work

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performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(e) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

15.2 Insurance Company Authorized Pursuant to State of Connecticut Law. For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

15.3 Certificate of Insurance. The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

15.4 Copies of Policies. The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

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15.5 **Update to Minimum Insurance Limit Requirements.** The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

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Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** 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.

(b) **Municipality's Parties:** 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 or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, 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.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save 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 this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' 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 or Municipality's Parties' bids, proposals 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 of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of

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commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT 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.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master Agreement and any extension thereof, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are 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.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

Article 17. Sovereign Immunity.

17.1 **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.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims.

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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 Agreement, including, but not limited to, those relating to damages.

Article 18. 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 19. Amendment. 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 20. 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 21. 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 22. 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 23. Entire Agreement. This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto

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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 Construction 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 _____
Honorable Bill Finch
Mayor

Date: _____



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM .#75-13 Referred to ECD&E Committee on 5/5/2014

April 11, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: Dial a Ride- Municipal Matching Program for Elderly

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 23 P 12:16

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for "Dial a Ride- Municipal Matching Program for Elderly" from the State of Connecticut.

The grant will provide funds for transportation services for the elderly and persons with disabilities. Please feel free to call me at 576-7732 with any questions. Thank you.



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: Dial a Ride- Municipal Matching Program -Project #14408

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

City is seeking funding to provide transportation for the elderly and persons with disabilities.

CONTRACT DATES: July 1, 2014 to June 30, 2015

PROGRAM GOALS AND OBJECTIVES

The objective of the program is to assist elderly and persons with disabilities to live in their own homes and provide transportation services to them when it is needed.

IF APPLICABLE

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

Federal:

State: \$81,121

City: \$42,000 (in-Kind match)

Other:

Salaries/Benefits:

Telephone:

Staff Training:

Supplies:

Subcontracts: Yes X No

Greater Bridgeport Transit Authority for
transportation

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

WHEREAS, this funding has been made possible through Ct. General Statues, Section 13b-38bb and,

WHEREAS, funds under this grant are appropriated to municipal governments to be used for Dial a Ride – Municipal Grant Program s to provide much needed transportation services to the elderly and persons with disabilities

WHEREAS, the City of Bridgeport does not operate a Dial a Ride- Municipal Grant Program and will grant the total sum of \$81,121 to Greater Bridgeport transit Authority to operate this program

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract with the State of Connecticut, Department of Transportation and Greater Bridgeport Transit Authority

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

Comm. #76-13 Referred to ECD&E Committee on 5/5/2014

April 21, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: **2013-CDC-Public Health Program (#14445)**

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 23 P 12:16

The Central Grants seeks authorization for Mayor Finch and or his designee to apply and to sign all related documents, contracts and resolutions for **Placement of a Public Health Associate for 2 years in the Health Department.** This associate will be funded by CDC.

Please feel free to call me at 576-7732 with any questions. Thank you.



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE 2013-CDC-Public Health Program (#14445)

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The Central Grants Department has requested from Centers for Disease Control (CDC) for placement of a Public Health Associate for 2 years in the City's Health Department. All the salaries and benefits for this person will be paid by CDC. The Health Department staff will provide the training and supervision and collaborate with CDC staff in providing a positive public health experience. The associate will assist the City with the projects assigned by the City's Health Director. In essence, this program provides the City with a professional who will bring valuable skills without paying for their salary and benefits.

CONTRACT DATES: October, 2014 to September, 2016

PROGRAM GOALS AND OBJECTIVES

The goals of the program is to provide a meaningful public health experience to an individual interested in pursuing further education or a career in this field.

IF APPLICABLE

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

Federal: \$ 0
State:
City
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes ___ No X

WHEREAS, Centers of Disease Control- Federal Agency is authorized to extend assistance to municipalities in the form of grants; and,

WHEREAS, this project has been made possible through Public Health Associate Program of CDC and,

WHEREAS, this project will place a qualified graduate interested in pursuing the field of public health in local selected communities

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application on behalf of the City's Health Department to the Centers of Disease Control for site selection of placement of a Public Health Associate

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Centers of Disease Control Agency

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Centers of Disease Control Agency under the Public Health Associate Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER

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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

COMM. #77-13 Referred to ECD&E Committee on 5/5/2014

April 22, 2014

Fleeta Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, Ct. 06604

Re: 2014 Neighborhood Assistance Act

Dear Ms. Hudson,

The Office of Planning & Economic Development requests review and approval of the attached list of organizations who are applying for approval under the 2014 Neighborhood Assistance Act. The NAA provides tax credits to businesses who contribute to community programs that have received both municipal and state approvals.

Your consideration of this matter is appreciated. Please feel free to call me at 203 727-2707 with any questions.

Sincerely,

Max Perez
Senior Economic Development Associate
City of Bridgeport
Office of Planning & Economic Development
999 Broad Street
Bridgeport, CT 06604
Tel: (203) 576-3976
Fax: (203) 576-3979
Cell: (203) 727-2707

RECEIVED
CITY CLERK'S OFFICE
2014 APR 23 A 10:11
ATTEST
CITY CLERK

CERTIFIED RESOLUTION

I, Frances Wilson, Assistant City Clerk of the City of Bridgeport, a Connecticut Corporation (the "Contractor"), **DO HEREBY** certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Bridgeport City Council of the Contractor duly held and convened on _____, at which meeting a duly constituted quorum of the Bridgeport City Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the Mayor of the City of Bridgeport is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Revenue Services for the 2014 Neighborhood Assistance Act Program and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed his or her signature and the corporate seal of the Contractor this _____ day of _____, 2014.

(Seal or L.S.)

Signature of Secretary or Clerk

CITY OF BRIDGEPORT

2014 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Big Brothers Big Sisters of SW Ct, Inc.	Mentoring in Bridgeport Community	\$150,000
Bridgeport Public Education Fund, Inc.	Bridgeport Public Education Education Fund Enrichment Program	\$150,000
Bridgeport Public Schools	Bridgeport School Improvement Program	\$105,000
Burroughs Community Center	VITA/Language Center/ Community Garden & Facility Revitalization	\$35,000
Burroughs Community Center	Energy Efficiency Improvements	\$90,000
Central Ct Coast YMCA	Income-Based Membership Program	\$50,000
	YMCA PALS Daycare Centers	\$50,000
	South End Community Center	\$50,000
Junior Achievement of Western Ct, Inc.	Financial literacy programs for Bpt. School students	\$50,000
Marrakech, Inc.	1053-1054 East Main Street Boiler Replacement	\$15,000
Mercy Learning Center	Literacy and Life Skills Program	\$150,000
Wakeman Memorial Association, Inc.	Greater Futures for Bridgeport Children at the Smilow-Burroughs Clubhouse	\$75,000
Bridgeport Area Youth Ministry, Inc	Computer Genesis	\$55,000
International Institute of CT, Inc	Refugee Employment Services	\$55,000
Habitat for Humanity of Coastal Fairfield County	Bridgeport Neighborhood Build #3	\$150,000
Witness Project of CT, Inc	Educate & Empower	\$25,000
First Baptist Church Development Corp	Hydroponic Facility Energy Conservation	\$150,000
Bridgeport Neighborhood Trust	Energy Efficiency Initiative	\$150,000
Southwestern Area Health Education Center, Inc	Special Smiles in Bridgeport	\$10,000
Greater Bridgeport Community Enterprises Inc	Green Business Hub Training Divisions	\$150,000

Connecticut's Beardsley Zoo/ Connecticut Zoological Society	Tiger Exhibit Roof Repl	\$105,000
Visiting Nurse Services of Connecticut Inc	Disaster Recivery	\$100,000



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

BILL FINCH
 Mayor

DAVID M. KOORIS
 Director

COMM. #78-13 Referred to ECD&E Committee on 5/5/2014

City Clerk
 45 Lyons Terrace
 Bridgeport, CT 06605

March 04, 2014

RECEIVED
CITY CLERK'S OFFICE
 2014 APR 21 A 11:39
ATTEST
CITY CLERK

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

Dear City Clerk:

It is my understanding that the City of Bridgeport has agreed to dispose of one (1) city-owned parcel to Habitat for Humanity of Coastal Fairfield County. This parcel is currently a vacant lot identified as follow:

- 63 Waldorf Avenue Res-Lot 216-17 Sell

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

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

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

- 63 Waldorf Avenue Res-Lot 216-17 Sell

I have attached a Resolution for your referral.

Thank You.

Sincerely,

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

Max Perez

Senior Economic Development Associate

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

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

63 WALDORF AV #65



Click to enlarge

MBLU : 11/ 216/ 17/ / /
Location: 63 WALDORF AV #65
Owner Name: JOSEPH PIERRE ANTOINE AND
Account Number: RJ-0039985



Parcel Value

Item	Assessed Value
Improvements	0
Land	17,140
Total:	17,140



Owner of Record

JOSEPH PIERRE ANTOINE AND
THERESE JOSEPH (SURV)



Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
JOSEPH PIERRE ANTOINE AND	2496/ 207	5/18/1988	

1.



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

Land Use Code	Land Use Description
100	Vac Res Land



Land Line Valuation

Size	Zone	Assessed Value
0.11 AC	RC	17,140



Construction Detail

Item	Value
STYLE	Vacant Land



Building Valuation

Item	Value
Living Area	0 square feet
Year Built	



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

Code	Description	Units
No Outbuildings		



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

Code	Description	Units
No Extra Building Features		



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

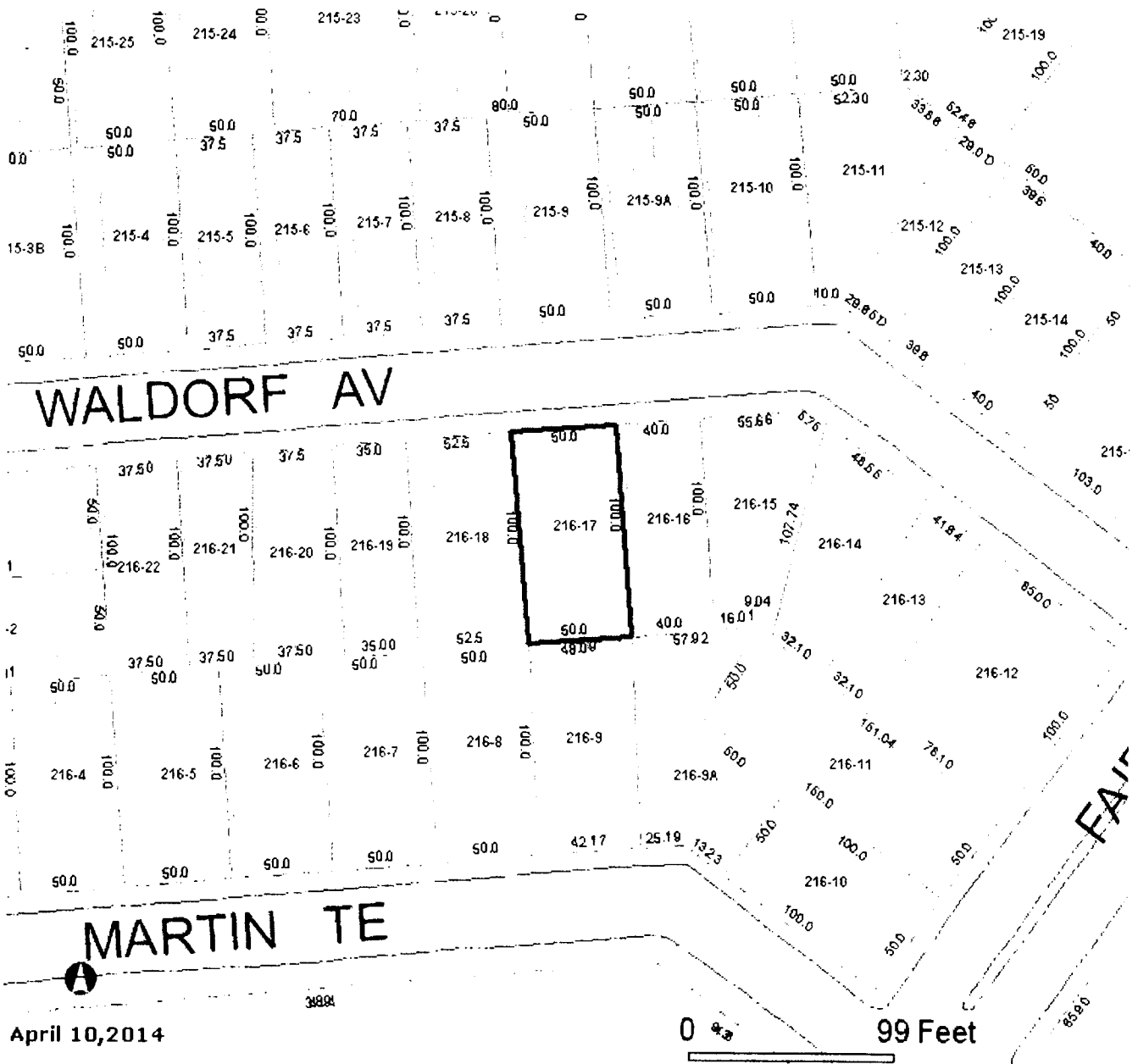
Vacant Land, No Sketch

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

Parcel ID : 0216--17-----
GIS ID : 216-17
Owner Name : JOSEPH PIERRE ANTOINE AND
Property Location : 63 WALDORF AV #65
Co-Owner : THERESE JOSEPH (SURV)
Owner Addr : 142 SERIBNER AVE
Owner City : NORWALK, CT 06854
Account : RJ-0039985
Land Area (Acres) : 0.11478421
Land Value : \$17,140
Building Value : \$0
Total Value : \$17,140
Land Use : Vac Res Land
Style :
Rooms:
Total/Beds/Baths : N/A
Year Built :
Living Area :
Last Sale Date : 5/18/1988
Last Sale Price : \$140,000
Qualified Sale? : U
Book/Page : 2496/ 207

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

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





City of Bridgeport, Connecticut
DEPARTMENT OF PARKS & RECREATION

7 TRUMBULL ROAD
TRUMBULL, CONNECTICUT 06611
TELEPHONE (203) 576-7233
FAX (203) 576-7235

CHARLES M. CARROLL
Director of Parks & Recreation

LUANN CONINE
Recreation Superintendent

COMM. #79-13 Ref'd to Ordinance Committee on 05/05/2014.

April 29, 2014

City Council
c/o City Clerk's Office
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

RE: **12.28.090** Animals prohibited from parks. [AMENDED]

Dear Honorable Council Members:

Attached, please find the amended regulation **Animals prohibited from parks**:

At the April 8, 2014, Board of Park Commission meeting, the Board voted to approve to amend rule and regulation **12.28.090** Animals prohibited from parks.

I am requesting this amendment be placed on the Monday, May 5, 2014, City Council agenda, for referral to the Ordinance Committee.

Thank you for your time and consideration.

Sincerely

BOARD OF PARK COMMISSIONERS

Ellen M. Gerrity
CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 30 P 1:22
ATTEST
CITY CLERK

April 8, 2014

The monthly meeting of the Board of Park Commissioners was held on Tuesday, April 8, 2014, at the North Branch Library, 3455 Madison Avenue, Bridgeport, CT at 6:30 p.m.

OPENING CEREMONY

ROLL CALL

Present: Commissioners: Marko, Mercaldi, Brideau, Labrador, Giles, and Owens. Parks and Recreation Director Charles M. Carroll and Clerk Ellen M. Gerrity. Absent was Mr. Rosa. Also in attendance were Luann Conine, Recreation Superintendent, Stephen Hladun, Special Project Coordinator, and Andrew Valeri, and Manager of Parks and Roadway

After determining there was a quorum, Mr. Marko called the meeting to order.

APPROVAL OF MINUTES OF MARCH 11, 2014, MEETING

GUESTS

1. 12.28.090 Animals prohibited from parks. **[AMENDED]**

No domestic animals except horses and dogs shall be taken or permitted to go into any of the parks of this city with or without a keeper, and no dog shall be taken or permitted to go into any of such parks unless held in leash **which is no longer than six (6) feet in total length. In addition no dog, with or without a keeper and whether or not on a leash, shall be taken or permitted to go into any portion of such parks that constitutes a zoo or beach or bathing area.** This section shall not be so construed as to conflict with Section 300 of the compiled Charter and Related Laws of the city found on file or with any provision of the General Statutes of the state. No horse not attached to a vehicle used exclusively for purposes of pleasure and recreation, or used for purposes of the park department or any other department or agency of the city, shall enter or be allowed to enter any public park except in such places as may be designated and officially posted for such purposes by the board of park commissioners and then strictly subject to such restrictions and regulations with respect thereto as may be adopted by the board of park commissioners. A copy of this section, printed in large and easily legible type, shall at all times be kept conspicuously posted both in the interior and on the exterior of all so-called riding academies, and all other establishments and premises where horses are rented or let out of hire.

Any person violating this rule and regulation and ordinance shall be fined as provided in Chapter 1.12 of the Code of Ordinances of the City of Bridgeport.

(Prior code § 22-4)

On a motion made by Mr. Brideau, seconded by Mrs. Owens, it was unanimously voted to approve to amend rule and regulation 12.28.090 Animals prohibited from parks.

April 8, 2014

ORIGINAL

12.28.090 Animals prohibited from parks.

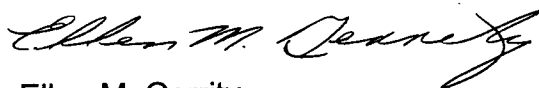
No domestic animals except horses and dogs shall be taken or permitted to go into any of the parks of this city with or without a keeper, and no dog shall be taken or permitted to go into any of such parks unless held in leash. This section shall not be so construed as to conflict with Section 300 of the compiled Charter and Related Laws of the city found on file or with any provision of the General Statutes of the state. No horse not attached to a vehicle used exclusively for purposes of pleasure and recreation, or used for purposes of the park department or any other department or agency of the city, shall enter or be allowed to enter any public park except in such places as may be designated and officially posted for such purposes by the board of park commissioners and then strictly subject to such restrictions and regulations with respect thereto as may be adopted by the board of park commissioners. A copy of this section, printed in large and easily legible type, shall at all times be kept conspicuously posted both in the interior and on the exterior of all so-called riding academies, and all other establishments and premises where horses are rented or let out for hire.

(Prior code § 22-4)

ADJOURNMENT

On a motion made by Mr. Labrador, seconded by Mr. Rosa, it was unanimously voted to adjourn the meeting at 7:45 p.m.

Respectfully submitted,



Ellen M. Gerrity
Clerk



City of Bridgeport, Connecticut
DEPARTMENT OF PARKS & RECREATION

7 TRUMBULL ROAD
TRUMBULL, CONNECTICUT 06611
TELEPHONE (203) 576-7233
FAX (203) 576-7235

CHARLES M. CARROLL
Director of Parks & Recreation

LUANN CONINE
Recreation Superintendent

COMM. #80-13 Ref'd to Ordinance Committee on 05/05/2014.

April 29, 2014

City Council
c/o City Clerk's Office
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

RE: 12.28.210 Regulation banning smoking in City Parks. [NEW]

Dear Honorable Council Members:

Attached, please find the approved regulation banning smoking in City Parks:

At the April 8, 2014, meeting of the Board of Park Commission meeting, the Board voted to approve rule and regulation **12.28.210** Banning Smoking in City Parks; with the provision that the Board would provide designated smoking areas:

I am requesting this amendment be placed on the Monday, May 5, 2014, City Council agenda, for referral to the Ordinance Committee.

Thank you for your time and consideration.

Sincerely

BOARD OF PARK COMMISSIONERS

Ellen M. Gerrity
CLERK

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 30 P 1:22

April 8, 2014

The monthly meeting of the Board of Park Commissioners was held on Tuesday, April 8, 2014, at the North Branch Library, 3455 Madison Avenue, Bridgeport, CT at 6:30 p.m.

OPENING CEREMONY

ROLL CALL

Present: Commissioners: Marko, Mercaldi, Brideau, Labrador, Giles, and Owens. Parks and Recreation Director Charles M. Carroll and Clerk Ellen M. Gerrity. Absent was Mr. Rosa. Also in attendance were Luann Conine, Recreation Superintendent, Stephen Hladun, Special Project Coordinator, and Andrew Valeri, and Manager of Parks and Roadway

After determining there was a quorum, Mr. Marko called the meeting to order.

APPROVAL OF MINUTES OF MARCH 11, 2014, MEETING

GUESTS

1. Regulation banning smoking in City Parks. **[NEW]**

12.28.210 Smoking prohibited from parks.

Smoking of tobacco or any other combustible products shall not be permitted in any of the parks of this city. Notwithstanding this prohibition, the Board of Park Commissioners may, in its discretion, specifically designate areas in any park(s) where smoking specifically is permitted; and if the Board determines to do so, such smoking permitted areas shall be designated and noticed by posting and signage. Any person violating this rule and regulation and ordinance shall be fined as provided in **Chapter 1.12** of the Code of Ordinances of the City of Bridgeport.

On a motion made by Mr. Brideau, seconded by Mrs. Owens, it was unanimously voted to approve rule and regulation **12.28.210** Smoking prohibited from parks with the provision that the Board would provide designated smoking areas:

ADJOURNMENT

On a motion made by Mr. Labrador, seconded by Mr. Rosa, it was unanimously voted to adjourn the meeting at 7:45 p.m.

Respectfully submitted,



Ellen M. Gerrity
Clerk



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #81-13 Ref'd to Public Safety & Transportation Committee
on 05/05/2014.

April 30, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: **2013 FEMA fire Prevention & Safety Grant- Code Enforcement (#15279)**

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a **Grant to cover overtime costs for inspectors employed by the Fire Department.**

Please feel free to call me at 576-7732 with any questions. Thank you.

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 30 P 3:14



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE **2013 FEMA fire Prevention & Safety Grant- Code Enforcement (#15279)**

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City's Fire Department has requested a total of \$ 230,666 under the Fire Code Enforcement portion of 2013 FEMA Fire Prevention & Safety Grant. This grant will cover the overtime costs of inspectors, purchase of Ipads for inspectors and implementation costs and training for the Firehouse software module. The local match is \$ 11,533 and the federal share is \$ 219,133. The 5% match will be funded through the BFD account # 01260000-55175.

CONTRACT DATES: Sept, 2014 to Aug, 2015

PROGRAM GOALS AND OBJECTIVES

Under this program FEMA funds projects that prevent fire , promote safety as well as enhance code enforcement activities

IF APPLICABLE

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

Federal: \$ 219,133

State:

City: \$ 11,533

Other:

FUNDS REQUESTED

Salaries/Benefits: 196,396.20

Telephone:

Staff Training:

Supplies: 10,500.00

Subcontracts: Yes X No _____

Xerox Corporations:

User licenses and set up costs- 12, 250.00

Implementation & Staff Training: 11,520.00

WHEREAS, Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through Fire Prevention and Safety Grant and,

WHEREAS, funds under this grant will be used for overtime costs of Fire Inspectors and FireHouse software implementations

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Federal Emergency Management Agency for funds to cover overtime costs of Fire Inspectors and costs incurred in implementing FireHouse software

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Federal Emergency Management Agency

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Federal Emergency Management Agency under the Fire Prevention & Safety Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #82-13 Referred to ECD&E Committee on 5/5/2014

April 30, 2014

To: Fleeta Hudson
From: Renu Gupta
Re: Resolution: **Tobacco Retailer Education and Inspection Program**

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a **Grant to cover tobacco related inspections and education.**

Please feel free to call me at 576-7732 with any questions. Thank you.

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR 30 P 3:14



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE Tobacco Retailer Education and Inspection Program

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport will conduct tobacco products related education and compliance inspections of each licensed tobacco retailer located in the city and take appropriate actions for violations of state law.

CONTRACT DATES: July, 2014 to June 2015

PROGRAM GOALS AND OBJECTIVES

Under the Tobacco Prevention and Enforcement program funding from Department of Mental Health & Addiction Services, the program aims to reduce tobacco use among minors.

IF APPLICABLE

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

Federal:
State: \$60,050
City:
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes ___ No X

WHEREAS, Connecticut Department of Mental Health & Addiction Services is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through Tobacco Prevention and Enforcement Program and,

WHEREAS, funds under this grant will be used for personnel salary of the personnel conducting inspection and related educational campaign materials.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Connecticut Department of Mental Health & Addiction Services for funds to cover the costs that will be incurred in this program.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Connecticut Department of Mental Health & Addiction Services.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Connecticut Department of Mental Health & Addiction Services under Tobacco Prevention and Enforcement Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

RESOLUTION

By Councilmember(s): Eneida Martinez-Walker
James Holloway

District: 139th

Introduced at a meeting
of the City Council, held:

May 5, 2014

Referred to:

Public Safety and Transportation Committee

Attest: _____

City Clerk

CITY CLERK
ALTESI

May 14 4 42 PM '14

OFFICE OF THE CITY CLERK
RECEIVED

Whereas, Bishop Zebedee Stewart dedicated his life to making a difference in his family's lives, his church member's lives, and the lives of the people in the Bridgeport communities; and

Whereas, as a tireless leader he worked effortlessly to help others and could be called on to counsel people, late night prayers, and visits to the hospital for the sick and the shut in; and

Whereas, as a role model and mentor he loved to minister to the youth, spending time with them bowling, playing baseball and softball, and most importantly teaching them about the bible; and

Whereas, as a pastoral leader in the community he built an edifice that would be known as The Pentecostal Church of Prayer and Deliverance at the corner of Stratford Avenue and Logan Street; NOW THEREFORE,

BE IT RESOLVED, to recognize Bishop Zebedee Stewart's self-sacrificing work and his unequalled devotion to his church, family and community that Logan Street be given the honorary designation of Bishop Zebedee Stewart Boulevard by adding his name above the street signage on Logan Street.

(Attachment)

Referrals Made:

The Pentecostal Church of Prayer and Deliverance

1562 Stratford Avenue

Bridgeport, CT 06607

203-579-0518

Pastor Reginald Stewart

Founder: Bishop Zebedee Stewart

Dear Council Woman Walker,

I am writing this letter on behalf of my family, friends, and The Pentecostal Church of Prayer and Deliverance community. I am requesting that Logan Street in Bridgeport, CT be renamed Bishop Zebedee Stewart Boulevard Bridgeport, CT.

Bishop Stewart was a family man who loved the Lord. He married First Lady Lina V. Stewart in December 1956 and later started a family. They were blessed with Stephanie Stewart, Reginald Stewart, and Linette Stewart (Perkins). Bishop Zebedee Stewart was a prominent resident of Bridgeport, CT for close to 50 years as well as a pastoral leader in the community.

He was called to ministry at a young age. Bishop Stewart's first church was on Water Street, and then they moved to Fifth Street. The membership grew over time and the church moved to 1492 Stratford Avenue. The church continued to grow and Bishop Stewart continued to praise and worship the Lord. In the early 1970's, he decided to buy a piece of land and build an edifice that would be known as The Pentecostal Church of Prayer and Deliverance.

Bishop Zebedee Stewart had always been a tireless leader. He was a member of the MA and the Bridgeport Town Committee. He believed in his family, his church members, the people in the community, the people of Bridgeport, CT, and most importantly God. He worked effortlessly to help others. He could be called on to counsel people, late night prayers, and visits to the hospital for the sick and the shut in. Bishop Stewart loved to minister to the youths. He spent time with them bowling, playing baseball and softball, and most importantly teaching them about the bible.

Bishop Zebedee Stewart dedicated his life to making a difference in his family's lives, his church member's lives, and the lives of the people in the Bridgeport communities. It would be an honor to have Logan Street renamed Bishop Zebedee Stewart Boulevard.

I look forward to hearing from you in the near future. I can be reached at 203-687-2736 or by email at lyja@sbcgobal.net for additional information.

Sincerely,

Duane Shirden

RECEIVED
CITY CLERK'S OFFICE
MAY 14 2014
ATTEST
CITY CLERK

***71-13 Consent Calendar**

Amendments to the Municipal Code of Ordinances, amend
Chapter 13.04 Utilities.

**Report
of
Committee
on
Ordinances**

Submitted: May 5, 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 **Ordinances** begs leave to report; and recommends for adoption the following resolution:

***71-13 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 13.04 Utilities is hereby amended as follows:

13.04.010 Purpose—Procedures.

- A. This chapter establishes the procedures for making connection to the public sewer in the city's sanitary system. It also establishes specific limits for pollutant discharges which by their nature or by their interaction with sewage or the wastewater treatment facility, pollute the waters of the state, or otherwise create a public nuisance. This chapter also establishes fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the sewage system, based upon consideration of factors including but not limited to the kind, quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.
- B. This chapter is intended to:
1. Create a water pollution control authority;
 2. Inform the public as to the technical and administrative procedures to be followed in obtaining connection to the city's sanitary sewer system;
 3. Prevent the introduction of pollutants into the sanitary sewer system which will interfere with the collection and/or treatment system;
 4. Prevent the introduction of pollutants into the treatment system which will pass through the system, inadequately treated, into the waters of the state, or the atmosphere, or otherwise be incompatible with the system;
 5. Improve the opportunity to reclaim wastewaters and sludges from the system.



Report of Committee on Ordinances
***71-13 Consent Calendar**

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6. Establish fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the water pollution control authority system, based upon consideration of factors including but not limited to the kind, the quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.
 7. Provide incentives for customers to avoid and eliminate groundwater infiltration and storm water inflow to the sewage system in order to reduce the capital and operating costs of the WPCA and costs to WPCA customers for the conveyance and treatment of uncontaminated water, and in order to protection of the environment by means of waste minimization and compliance with other provisions of this ordinance.
- C. This chapter shall apply to the city and to persons outside the city who are users of the ~~[public sewer]~~ sewage system. Except as otherwise provided in this chapter, the general manager of the water pollution control authority shall implement and enforce the provisions of this chapter.

(Ord. dated 4/18/88 (part): prior code § 29-1)

13.04.020 Establishment of a water pollution control authority.

There is created an authority to be designated and known as the water pollution control authority for the city of Bridgeport (referred to in this chapter as the WPCA) pursuant to Chapter 103, Sections 7-245 through ~~[7-273A]~~ 7-273a inclusive of the General Statutes, as amended. The purpose for which the authority is created is to operate the sewage system of the city, to use, equip, re-equip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation, treatment and disposal of sewage.

(Ord. dated 4/18/88 (part): prior code § 29-2)



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13.04.030 Definitions.

For the purpose of this chapter, the following words and terms shall have the following meanings:

"Acquire a [~~sewerage~~] sewage system" means the obtaining of title to all or any part of a sewerage system or any interest therein by purchase, condemnation, grant, gift, lease, rental or otherwise.

"Act" or "the Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251, et seq.

"Biochemical oxygen demand (BOD)" means the amount of oxygen required by bacteria while stabilizing decomposable organic matter under aerobic conditions for five days. The determination of BOD shall be performed in accordance with the procedures prescribed in the latest edition of "Standard Methods for the Examination of Water and Wastewater."

"Building drain" means that part of the lowest horizontal piping of a building's plumbing which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

"Building sewer" means the extension from the building drain to the public sewer or other place of disposal. May also be called a house connection.

"Capital costs" means debt service and other related expenditures needed to obtain funds to acquire and construct wastewater treatment facilities.

"Categorical standards" means National Categorical Pretreatment Standards or pretreatment standards.

"City" means the city of Bridgeport or its authorized representative.

"City attorney" means the city attorney of the city.



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"City council" means the duly elected legislative body in Bridgeport.

"City engineer" means the city engineer of the city.

"Combined sewer" means a sewer intended to receive both sewage and storm and surface water.

"Commercial user" means any business or establishment which does not meet the definition of residential or industrial user in this chapter, and which is connected to the wastewater treatment facility.

"Commissioner" means the Commissioner of Environmental Protection for the state of Connecticut.

"Compatible pollutant" means biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria; plus, any additional pollutants identified in the wastewater treatment facility's NPDES permit, where the wastewater treatment facility is designed to treat such pollutants, and in fact does treat such pollutants to the degree required by the NPDES permit.

"Composite sample" means a mixture of aliquot samples obtained at regular intervals over a time period. The volume of each aliquot is proportional to the discharge flow rate for the sampling interval. The minimum time period for composite sampling shall be four hours.

"Construct a [~~sewerage~~] sewage system" means the acquisition of land, easements, rights-of-way or any other real or personal property or any interest therein, and the planning, construction, reconstruction, equipping, extension and enlargement of all or any part of a [~~sewerage~~] sewage system.

"Cooling water" means process water in general used for cooling purposes to which the only pollutant added is heat and which has such characteristics that it may be discharged to a natural outlet in accordance with federal and state laws and regulations.

"Customers" means any and all contributors of wastewater to the [~~sewer~~] sewage system, including the city of Bridgeport, the town of Trumbull, the town of Fairfield and the town of Stratford.



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"Domestic sewage" means sewage that consists of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building, such as kitchen or laundry facilities.

"Director of finance" means the director of finance of the city.

"Director of health" means the director of health for the city.

"Director of public facilities" means the director of public facilities of the city.

"Drain layer" means any person licensed to install, alter or repair building sewers, house connections or building sewer connections into the public sewer.

"Floatable oil" means oil, fat or grease in a physical state such that it will separate by gravity from sewage by treatment in an approved pretreatment facility.

"Garbage" means the animal or vegetable waste resulting from the handling, preparation, cooking or serving of foods.

"Gas main" means the pipe which conveys natural gas.

"General manager" means the WPCA's chief of operations and maintenance, according to the duties and powers assigned to him/her by the WPCA.

"Grab sample" means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste and without consideration of time.

"Gross revenues" means all revenues of the WPCA, regardless of source, except for federal and state grants.

"Holding tank waste" means any waste from holding tanks such as vessels, chemical toilets, campers, trailers and septage hauling trucks.

"Incompatible pollutant" means all pollutants other than compatible pollutants as defined in this section.



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"Industrial user" means any plant, establishment or industry which discharges industrial wastewater resulting from a process or manufacturing operation into the wastewater treatment facilities, whether or not such wastewater is segregated from or combined with domestic wastewater from the plant, establishment or industry.

"Industrial wastewater" means all wastewater from industrial processes, trade or business, commercial laundry wastewater and blowdown from heating and cooling equipment. (Industrial wastewater is distinct from residential sewage.)

"Institutional user" means that class of users not meeting the definition of residential, commercial or industrial users, and meeting the criteria for nonprofit, tax-exempt status, which are connected to the wastewater treatment facilities.

"May" is permissive (see "Shall," as defined in this section).

"Mayor" means the chief administrative officer of the city designated by popular election.

"National Pollution Discharge Elimination System (NPDES) permit" means a permit issued pursuant to section 402 of the Act (33 USC 1342).

"Operate a [~~sewerage~~] sewage system" means the owning, using, equipping, re-equipping, repairing, maintaining, supervising, managing, operating and performing of any act pertinent to the collection, transportation and disposal of sewage.

"Operating revenues" means gross revenues other than [~~sewerage~~] sewage system use charges specifically earmarked for the retirement of debt obligations secured solely by such [~~sewerage~~] sewage system use charges. Such revenues are dedicated to fund ongoing operation, maintenance and renewal/replacement costs of the system.

"pH" means the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution.

"Permittee" or "permit holder" means any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant being operated under a valid industrial waste permit to discharge wastewater into the city's sanitary sewer system.



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"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, municipality, governmental entity or any other legal entity, or legal representatives, agents or assigns. The masculine gender shall include the feminine, and singular shall include the plural, where indicated by context.

"Pretreatment or treatment" means the reduction of the amount of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less detrimental state prior to or in lieu of discharging or otherwise introducing such pollutants into a wastewater treatment facility. The reduction or alteration can be obtained by physical, chemical or biological processes, except as prohibited by Title 40, Code of Federal Regulations, Section 403.6(d).

"Producer" means any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant, whether or not a permittee.

"Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 cm) in any dimension.

"Public sewer" means a common sewer controlled by a governmental agency or public utility.

"Residential dwelling unit (residential user)" means any property unit or subunit intended to shelter a separate and distinct household (i.e. single-family homes and individual apartment, condominium and duplex units).

"Sanitary sewer" means a sewer which collects and conveys domestic sewage from residences, public buildings, commercial establishments, industries and institutions. It may also collect and convey permitted industrial wastewater.

"Septage" means the liquids and solids which are removed from a tank used to treat domestic sewage.



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"Sewage" means human and animal excretions and all domestic and such manufacturing wastes as may tend to be detrimental to the public health. Includes any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water. The term "sewage" shall include groundwater infiltration or surface water inflow that combines with other sewage as such combined volumes are measured at metering points used for purposes of customer billing.

"Sewage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing or discharging of sewage including, without limitation, the building drain, building sewer, combined sewer, public sewer, sanitary sewer, storm sewer[,] and wastewater treatment facility[~~and water main~~].

"Sewer staff" means the group of employees engaged by the WPCA to administer, operate and maintain the city's wastewater treatment facility under the supervision of the general manager.

~~"[Sewerage] Sewage system [use] user charges"~~ means the charges and fees established under this chapter for discharging wastewater and sewage into the ~~[sewerage] sewage system~~.

"Shall" is mandatory (see "May," as defined in this section).

"Slug" means any sudden or excessive discharge which exceeds permitted levels either in terms of pollutant concentration, mass or instantaneous flow rate in such a manner as to adversely affect the sewage collection system and/or the wastewater treatment facility.

"Soluble oil" means oil which is of either mineral or vegetable origin and disperses in water or sewage at temperatures between zero degrees Celsius and sixty-five (65) degrees Celsius. For the purposes of this chapter, emulsified oil shall be considered as soluble oil.

"Storm sewer" means a sewer which collects and conveys stormwater or groundwater.

"Suspended solids" means the solid matter, measured in mg/liter, which may be in suspension, floatable or settleable and is removable by laboratory filtering as prescribed in the latest edition of "Standard Methods for Examination of Water and Wastewater."



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"Toxic pollutant" means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provisions of Section 307(a) of the Act or other Acts.

"User" means any person who contributes, causes or permits the contribution of sewage into the city [~~sewer~~] sewage system.

"User charge" means [~~sewerage~~] sewage system [~~use~~] user charges.

"Utilities" means the pipes or conduit or the materials these pipes or conduits are intended to carry. Utilities in this chapter are combined sewers, sanitary sewers, storm sewers and water mains.

"WPCA" means the water pollution control authority of the city, as designated by ordinance.

"WPCA capital fund" means the capital fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to capital improvement program projects for the wastewater treatment facility.

"WPCA operating fund" means the operating fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to the ongoing operation and maintenance, administration and renewal/replacement of major components for the wastewater treatment facility.

Wastewater. See "Sewage," as defined in this section.

"Wastewater treatment facility" means an arrangement of devices for the collection and treatment of sewage and sludge.

"Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.

"Water main" means pipe which conveys potable water.

(Ord. dated 12/21/92 §§ 42—45; Ord. dated 4/18/88 (part): prior code § 29-3)



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13.04.040 Board of directors.

- A. The board of directors of the WPCA shall consist of nine members. They shall include the city engineer, the city attorney, the director of finance, the director of public facilities and five at-large members appointed by the mayor and approved by the city council. The members of the board shall have the right to vote, with the exception of the city attorney and the city engineer, who shall serve ex officio. The city engineer, the city attorney, the director of finance and the director of public facilities each may designate another member of their office to serve as his/her alternate on the board.
- B. Any member of the board of directors shall be immune from personal liability to the city, or any person acting on its behalf for any act or commission. The immunity provided in this section shall not apply to acts or commissions constituting willful or wanton misconduct.

(Ord. dated 12/21/92 § 46; Ord. dated 4/18/88 (part): prior code § 29-4)

(Ord. dated 6/4/12)

13.04.050 Terms of office.

City officials who are members of the WPCA board of directors shall retain this responsibility throughout their tenure as city officials. At-large members of the WPCA board shall be appointed for terms of three years, except that of those first appointed, one shall be appointed for a term ending December 31, 1989, two for a term ending December 31, 1990 and two for a term ending December 31, 1991.

(Ord. dated 4/18/88 (part): prior code § 29-5)

13.04.060 Officers.

The officers of the WPCA shall be a chairman and vice-chairman, who shall be members of the WPCA board of directors. Officers shall be elected by the WPCA for one-year terms commencing on the first day of each July.

(Ord. dated 4/18/88 (part): prior code § 29-6)



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13.04.070 Action by board.

Except as the by-laws of the WPCA may permit in emergency situations, the powers of the WPCA shall be exercised by the members of the board of directors at a meeting duly called and held. No action shall be taken except by the affirmative vote of at least four voting board members.

(Ord. dated 4/18/88 (part): prior code § 29-7)

13.04.080 Compensation.

The directors and officers of the WPCA shall serve without compensation.

(Ord. dated 4/18/88 (part): prior code § 29-8)

13.04.090 Employees.

The WPCA may employ such persons as it may determine to be necessary or convenient for the performance of its duties and may fix and determine their qualifications, duties and compensation.

(Ord. dated 4/18/88 (part): prior code § 29-9)

13.04.100 Financial interest.

No director, officer or employee of the WPCA or any corporation, partnership or firm in which such director, officer or employee has a financial interest, direct or indirect, shall do business with the WPCA or have any financial interest, direct or indirect, in any business transacted by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-10)



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13.04.110 Removal from office.

Any member of the WPCA board of directors may be removed by the mayor for cause, as provided in Chapter 2, Section 17(a) of the Charter of the City.

(Ord. dated 12/21/92 § 47; Ord. dated 4/18/88 (part): prior code § 29-11)

13.04.120 Organization of sewer staff.

- A. The sewer staff, under the direction of the general manager, shall be responsible for the operation, maintenance and administration of the sewer system. The general manager shall have the responsibility for creating an organization structure which fulfills the requirements of the WPCA. The personnel needs of the sewage system shall be presented annually with the WPCA budget in accordance with procedures established by the WPCA.
- B. The general manager shall have the authority to contract for outside services from architects, engineers, lawyers, accountants and other professional consultants as may be necessary, in accordance with procedures established by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-12)

13.04.130 Powers.

In furtherance of the purpose for which it is created, the WPCA may exercise any of the powers granted to such an authority under Chapter 103, Section 7-245 through 7-273(a) of the Connecticut General Statutes.

(Ord. dated 4/18/88 (part): prior code § 29-13)

13.04.140 Limitation of powers.

The WPCA shall be prohibited from issuing debt of any type, amount or duration on its own behalf.

(Ord. dated 4/18/88 (part): prior code § 29-14)



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13.04.150 Issuance of debt by city.

The common council, at the request of the WPCA or on its own initiative:

- A. May authorize the comptroller to issue and sell from time to time, for the acquisition or construction of a ~~[sewerage]~~ sewage system, bonds, notes or other obligations which are secured as to both principal and interest by: (1) the full faith and credit of the city, (2) a pledge of ~~[sewerage]~~ sewage system ~~[use]~~ user charges or (3) a pledge of funds to be derived from ~~[sewerage]~~ sewage system connection or use charges or benefit assessments or both and also by the full faith and credit of the city. The common council shall determine the maximum authorized amount of such bonds, notes or other obligations and may determine, or may authorize an officer or board or commission of the city to determine, the form of such bonds, notes or other obligations and by whom such bonds, notes or other obligations shall be signed or countersigned and, except as otherwise provided in this chapter, all other particulars thereof. The common council or such designee if different, may determine the rate or rates of interest for each issue of bonds, notes or other obligations or may provide that the rate or rates of interest shall be determined by an officer or board or commission of the city or that such officer, board or commission shall provide for the method or manner of determining such rate or rates or time or times at which interest is payable. Bonds may be coupon or registered bonds. If coupon bonds, they may be registerable as to principal only or as to both principal and interest. Any premium received for sale of bonds, notes or other obligations, less the cost of preparing, issuing and marketing them, shall be applied to the payment of the principal of the first bonds, notes or other obligations of that particular issue to mature, and contributions from other sources for payment of such bonds, notes or other obligations shall be reduced correspondingly;
- B. May authorize the comptroller to issue temporary notes for purposes of financing any capital project related to the ~~[sewerage]~~ sewage system, and may renew such notes for not more than fifteen (15) years, provided in the first year immediately following completion of such project, or if more than one project is financed by any issue of such notes, in the first year immediately following completion of the last of such projects, or in the sixth



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year following the date of issue of such notes, whichever is sooner; and in each year thereafter, not less than one-fifteenth of the total of the notes so issued shall be retired using funds derived ~~[from]~~ from the sources of payment set forth in this subsection. Payment of principal and interest on such notes may be secured by a pledge of: (1) the full faith and credit of the city, (2) ~~[sewerage]~~ sewage system ~~[use]~~ user charges, (3) revenues to be derived from ~~[sewerage]~~ sewage system connection charges, (4) revenues to be derived from ~~[sewerage]~~ sewage system benefit assessments, or (5) any other combination of the aforementioned sources of payment. Any temporary notes which are secured by a pledge of the full faith and credit of the city shall be obligatory upon the city and the inhabitants and property thereof according to the tenor and purport of such pledge, whether or not such notes are also secured by one or more additional sources of payment as provided in this subsection. In each year during which such notes secured by a pledge of the full faith and credit of the city are outstanding, the city shall appropriate and there shall be available on or before the date when any principal, interest or mandatory annual retirement payment on such notes is required to be paid, an amount of money which, together with all funds from other sources, is available for such mandatory annual retirement payment on such payment date. There shall be included in the tax levy for each such year an amount which, together with other funds available for such purpose, shall be sufficient to pay such principal, interest or mandatory annual retirement payment on such payment date. There shall be included in the tax levy for each such year an amount which is sufficient to provide for such appropriations. The common council shall determine the maximum authorized amount of such notes to be issued and may determine or may authorize an officer or officers to determine the form of such notes, their date, the provisions for protecting and enforcing the rights and remedies of the holders of such notes and all other terms, conditions and payment of debt service on such notes. The common council further may, at its option, determine the rate or rates of interest for each issue of such notes or may provide that such rate or rates of interest shall be determined subsequently by an officer or officers of the city, which determination may be based upon the receipt of bids to purchase such notes;



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- C. May authorize the comptroller to borrow temporarily upon credit of the city such sum or sums as may be necessary for acquisition or construction of all or any part of a ~~[sewerage]~~ sewage system and may issue temporary notes for any such loan, including temporary notes issued in anticipation of the sale of bonds to be secured by the full faith and credit of the city, by the pledge of ~~[sewerage]~~ sewage system ~~[use]~~ user charges or by both the full faith and credit of the city and the pledge of ~~[sewerage]~~ sewage system ~~[use]~~ user charges. That portion of the proceeds of the issue of any such temporary notes being issued as part of a common sale, which portion is not used to refund outstanding temporary notes shall be deemed a separate loan and be considered to have a separate original issue date. Each such portion of any such temporary notes may be renewed for a period of not more than two years, from the date of original issue of such temporary notes, except that any temporary notes issued in anticipation of the sale of bonds to be secured solely by the pledge of ~~[sewerage]~~ sewage system ~~[use]~~ user charges may be for a period of not more than four years from the date of original issue of such temporary notes. Such temporary note or notes may be renewed from time to time by the issue of other temporary notes, provided the period from the date of original issue of such temporary note or notes to the date of maturity of the last renewal notes shall not be more than two or four years, as the case may be. The interest or discount on such temporary notes, including renewals thereof, and the expense of preparing, issuing and marketing the same, may be included as a cost of acquiring a ~~[sewerage]~~ sewage system or constructing a ~~[sewerage]~~ sewage system and may either be borrowed temporarily under the provisions of this section or funded by the issue of serial bonds or notes as provided herein. Temporary notes may be issued in anticipation of proceeds to be derived from the sale of bonds notwithstanding that, at the time of issuing such temporary notes, the city has not actually authorized the issue of such bonds;
- D. May authorize the comptroller to issue temporary notes to be paid from anticipated income from sewer assessments and may renew such notes annually for not more than fifteen (15) years;



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- E. May, by separate ordinance, establish a special fund for payment of all or any part of such bonds or notes or interest thereon, may make and revise necessary rules and regulations, not contrary to this chapter and Chapter 103 of the Connecticut General Statutes (Rev. 1987), for the management of such special fund and may provide for payments into such special fund of all or any part of any charges for connection with, or use of, the [sewerage] sewage system or from any other source. Funds shall not be withdrawn from such special funds except for such purpose and no vote for agreement shall be altered in respect to funds to be paid into such special fund until such bonds or notes have been paid in full or the special fund is sufficient to do so.

(Ord. dated 4/18/88 (part); prior code § 29-15)

13.04.160 Annual audit.

The WPCA operating and capital funds shall be audited annually by an independent certified public accounting firm selected by the WPCA.

(Ord. dated 4/18/88 (part); prior code § 29-16)

13.04.170 Consulting engineer review.

The WPCA shall have its operations reviewed annually by an independent consulting engineering firm selected by the WPCA, and licensed by the state of Connecticut. The consulting engineer will report to the mayor and city council on such matters that include: the condition of the sewers, treatment plants and other necessary supporting structures of the sewer system; the adequacy of the sewer system capital improvement program budget; and a schedule of the required repairs/replacements that should be undertaken during the following year.

(Ord. dated 12/21/92 § 48; Ord. dated 4/18/88 (part); prior code § 29-17)



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13.04.180 Establishment of a WPCA operating fund.

There is established a WPCA operating fund. This fund will be used to account for the operation, maintenance, administration and repair/replacement costs of the sewage system. Operating fund revenues shall be derived from user charges based upon a proportionate sharing of sewage system operation, maintenance, administration and repair/replacement costs among all system users, as well as incidental revenues.

(Ord. dated 4/18/88 (part): prior code § 29-18)

13.04.190 Establishment of a WPCA capital fund.

There is established a WPCA capital fund. This fund will be used to account for payment of principal and interest on bonds, notes or other legal debt instruments of the city issued for the acquisition and construction of sewage facilities. Revenues for the capital fund shall be derived from charges levied on system users based on a proportionate sharing of capital costs incurred for purposes of acquisition or construction of wastewater treatment facilities.

(Ord. dated 4/18/88 (part): prior code § 29-19)

13.04.200 Accounting and recordkeeping.

The accounts and records of the WPCA operating and capital funds shall be maintained under enterprise fund accounting, a self-sustaining activity as described by state law and generally accepted accounting principles.

(Ord. dated 4/18/88 (part): prior code § 29-20)

13.04.210 Use of funds.

- A. The gross revenues of the WPCA capital fund shall be applied as follows:
1. The first call on gross revenues shall be applied to the payment of all bonds, notes or other legal debt instruments secured solely by a pledge of [sewerage] sewage system [use] user charges;



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2. The second call on gross revenues shall be to satisfy the next annual payment of principal and interest on any outstanding debt of the city issued after July 1, 1988, for purposes of the sewage system, to include all bonds, notes or other legal debt instruments;
 3. The third call on gross revenues shall pay debt service on general obligation debts of the city incurred for sewage purposes prior to July 1, 1988, to the extent budgeted;
 4. The fourth call on gross revenues shall be to fund a reserve for future capital projects.
- B. The gross revenues of the WPCA operating fund shall be applied as follows:
1. The first call on gross revenues shall be to satisfy all current and accrued operation, maintenance and administrative expenses;
 2. The second call on gross revenues shall be to fund a reserve for repair and replacement;
 3. The third call on gross revenues shall be to fund a reserve for operating contingencies.
- C. Any operating fund revenues in excess of those set out in subsection B of this section remaining at the end of the fiscal year may be used for one or more of the following purposes: rate relief in the subsequent fiscal year; purchase of capital assets, or any other legal purpose specified by the board. Approval for disposition of excess operating fund revenues shall be made by the WPCA board of directors.
- D. Any operating fund deficit net of receivables remaining at the end of the fiscal year shall be added to the cost of service for the following year and recovered through rates and charges for sewer service.

(Ord. dated 4/18/88 (part): prior code § 29-21)



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13.04.220 Annual budget.

- A. An annual budget of the next fiscal year's projected revenues and expenses of the WPCA and recommended sewer user charges shall be submitted to the WPCA board of directors by the general manager ninety (90) days prior to the close of each fiscal year, and within ten days after such submission shall be published once in a daily newspaper having circulation in the city. After such publication, but no earlier than ten days after public notice thereof, the WPCA board of directors shall hold a public hearing on such projected revenue and expenditures of the WPCA and recommended sewer user charges, and consider and act on such projected revenues and expenses of the WPCA and recommended sewer user charges.
- B. The WPCA budget and sewer user charges, if such budget and charges are revised by the WPCA board of directors, shall be filed with the city clerk and published in a daily newspaper having circulation in the city no later than five days after their filing.
- C. Each year the budget of the WPCA shall include a line item for unanticipated operating contingencies. The general manager shall make specific requests to the WPCA board of directors for authority to expend funds from the contingency reserve from time to time subject to certification by the comptroller as to their availability. Expenditures from the repair/replacement reserve, if such funds be available, shall be approved in the same manner as requests for expenditures under the annual appropriation for unanticipated operating contingencies.

(Ord. dated 4/18/88 (part): prior code § 29-22)

13.04.230 Cost-of-service study.

The general manager will ensure that an independent cost-of-service study is performed at least every two years. The general manager shall review the results of the study and shall submit the study along with a schedule of recommended rates and charges to the WPCA board of directors for consideration and public hearing. If the general manager's recommendations as to the proposed rates and charges are not disapproved, approved or approved with modifications by the WPCA board of directors by the first day of



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the new fiscal year, the general manager's recommended rates and charges shall automatically become effective and shall be implemented by him until such time that they are superseded by a renewal of the above procedure. Billings for services shall be rendered as the WPCA shall determine. In the period intervening between cost-of-service studies, the WPCA shall be authorized to amend user charges so long as such charges are based upon the anticipated cost of operating the system and such charges are presented to the general public at a public hearing in accordance with the notice provisions of Section 7-255 of the General Statutes. The cost-of-service study is to be completed one hundred eighty (180) days prior to the close of the fiscal year in which it is conducted.

(Ord. dated 4/18/88 (part): prior code § 29-23)

13.04.240 Annual strategic plan.

The general manager shall prepare an annual strategic plan to be presented to the board. This plan will outline the strategic direction to be followed by the WPCA to provide for the efficient and cost-effective operation of the sewer system. The plan will include a five-year projection of revenues and operations and maintenance expenses. The plan will also include a projected five-year capital improvement program for the system detailing the anticipated amount and source(s) of required capital funding.

(Ord. dated 4/18/88 (part): prior code § 29-24)

13.04.250 Periodic insurance review.

The general manager shall require an outside review of the WPCA's insurance coverages at least every two years to analyze areas of risk and recommend changes in coverages necessary to mitigate those risks.

(Ord. dated 4/18/88 (part): prior code § 29-25)



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13.04.260 Stormwater system.

- A. The WPCA shall be responsible for the construction, operation and maintenance of the city's storm sewer system as well as the combined stormwater and sanitary sewers.
- B. This provision shall be retroactive to the creation of the WPCA.

(Ord. dated 3/16/92: (Ord. dated 4/18/88 (part): prior code § 29-26)

13.04.270 Basis for rates and charges.

- A. ~~[Charges for sanitary sewer services furnished by the WPCA]~~ **Sewage system user charges** for commercial, residential, industrial and institutional users shall be established and periodically revised by the WPCA. Such **user charges** shall ~~[reflect the proportional distribution of costs among all users]~~ **be fair and reasonable and shall reflect all costs for connection with and for the use of the sewage system** pursuant to Chapter ~~[7-255]~~ **103** of the Connecticut General Statutes and Section 204(b) of 33 USC, Section 1284(b) **as they may be amended from time to time.** "Cost" refers to all costs for ~~[operations]~~ **operation**, maintenance, administration and repair/replacement of the sewer system.

~~[B. Separate charges will be levied on all users of the wastewater system to recover their proportionate share of capital costs incurred for the purpose of the acquisition or construction of wastewater treatment facilities.]~~

- B. Separate fair and reasonable user charges shall be levied to recover capital costs incurred with respect to the sewage system.**

(Ord. dated 4/18/88 (part): prior code § 29-27)

13.04.280 Computation of WPCA's average unit cost.

The following items shall be used to compute the WPCA's average unit cost, but shall not be deemed to be exclusive of other pertinent factors:

- A. The total proposed WPCA operating fund budget for the next fiscal year will be used as a basis for ~~[figuring]~~ **determining** operation, maintenance, administrative and repair/replacement expenditures.



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- B. The WPCA's average unit cost will be computed for each of four functions: customer cost, flow, BOD and TSS.
- C. The average unit cost [~~of operation~~] shall be recomputed no less often than annually to reflect increases or decreases in operation and maintenance, administrative and renewal/replacement costs, and billing rates shall be revised by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-28)

13.04.290 Rates, fees and charges.

The WPCA shall bill customers for sanitary sewer and other services provided based on the following:

- A. Residential Customer Charge. A periodic charge per residential dwelling unit. The residential customer charge may be levied on the basis of a flat charge per residential dwelling unit [~~or~~] water consumption or metered volume of sewage, as decided by the WPCA;
- B. Industrial/Commercial/Institutional Charge. A periodic charge based on water consumption for the preceding period or metered volume of sewage;
- C. Other fees as may be deemed appropriate by the WPCA. Such fees may be established and amended by the WPCA as necessary; or
- D. Special benefits assessments for the installation of sewers as prescribed in Section 7-249 of the Connecticut General Statutes.

(Ord. dated 4/18/88 (part): prior code § 29-29)

13.04.300 Rates for property located outside of city.

The charges to be made by the WPCA for sewer service to property located outside the limits of the city shall be established by:

- A. Direct billing of the customer by the WPCA; or



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- B. A formal contract with the WPCA, the charges shown in such contract to be consistent with this ordinance, and not less than the actual cost of the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 8/6/01: Ord. dated 4/18/88 (part): prior code § 29-30)

13.04.310 Rates for Bridgeport housing authority.

The charges to be made by the WPCA for sewer service to the Bridgeport housing authority for properties under its control shall be established on the basis of a formal contract with the WPCA, the charges shown in such contract to be not less than the actual cost to the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-31)

13.04.320 No reduced rates or free service permitted.

All persons owning, renting, leasing or having management or control of properties or premises that produce waste that is discharged into the sanitary sewers of the city, including domestic waste, and subject to the provisions of this chapter, shall be charged the rates established by the WPCA, and no reduced rates or free sanitary sewer service shall be furnished to any such person, property or premises. In all cases, the owner of the property shall have final responsibility for the payment of sewer charges.

(Ord. dated 4/18/88 (part): prior code § 29-32)

13.04.330 Allowance for metered water not discharged into the city's sanitary sewer system.

Any commercial, industrial or institutional customer using a metered supply of water that is not discharged into the sanitary sewer system may petition the general manager for a billing adjustment provided that: such customer undertake, at its own expense, an engineering study to be performed by an engineer licensed in the state of Connecticut, the results of which shall be turned over to the general manager, indicating the ~~[proportionate share]~~ volume of metered water consumed that is not returned to the sanitary sewer system. As an alternative to the aforementioned, such customer may install, at its own expense, a submeter, approved by the general manager, to measure flow into the sanitary sewer



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system. Such submeter shall be subject to periodic inspection by the WPCA to ensure its proper operation.

(Ord. dated 4/18/88 (part); prior code § 29-33)

13.04.340 Deductions for vacancies in residential units.

No deductions will be made for vacancies in the application of the residential sewer charge. A residential unit removed from service will be relieved of payment of a sewer service charge upon written request by the owner with supporting evidence of such unit's being vacant as specified by the WPCA. The owner of a residential property certified as being out of service shall file a monthly affidavit with the WPCA attesting to the unit's continued vacant status, unless such property was classified as permanently out of service at the time the original out of service certification was issued. Failure to submit a monthly affidavit will result in the resumption of billing of sewer service charges for the property.

(Ord. dated 4/18/88 (part); prior code § 29-34)

13.04.350 Computation of industrial user charges.

- A. The user charges for all manufacturing or other producers of wastewater over a minimum of twenty-five thousand (25,000) gallons per day to which this chapter applies, except for dry industries, will be computed by the use of the following formula:

$$UC = VX + [YVW (C1-300) / 1000000 + ZVW (C2-350)]. / 1000000$$

UC = User charge (in dollars) for each billing period.

V = Volume in gallons discharged to the city sanitary sewer system during the billing period.

X = Cost per gallon of normal strength wastewater treated.

Y = Cost to remove one pound of BOD.

Z = Cost to remove one pound of TSS.

W = Weight of water (8.33 lb./gal.).



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C1 = Concentration of discharge of BOD in mg/l.

C2 = Concentration of discharge of TSS in mg/l.

- B. Those industries defined in this chapter as dry industries, or industries producing wastes containing BOD of less than three hundred (300) mg/l and TSS of less than three hundred fifty (350) mg/l, will pay a sewer service charge as established and revised by the WPCA.
- C. When an industry produces both domestic and process waste, the wastewater so delivered will be considered as industrial wastewater and the user charge computations will be in compliance with those described above in this section, based on combined volume, BOD and TSS content.
- D. A permittee may reduce his user charge rate by greater removals in pretreatment or plant operation procedure, but once the pretreatment or plant procedure is established to obtain a uniform or lower rate, written consent from the general manager to increase the delivered strength shall be required, and charges for a higher rate based on tests by the WPCA may be made without other notice to the permittee.
- E. Monthly or quarterly billing for industrial wastewater disposal will be accomplished using the established procedures.

(Ord. dated 4/18/88 (part): prior code § 29-35)

13.04.360 Billing frequency.

Billing for sewer service charges for residential customers shall be made on a periodic basis at the beginning of the period for which service is to be provided, unless such residential customer charges are based on water consumption, in which case billing will be made coincident with water billings from the Bridgeport Hydraulic Company. Billing for sewer service charges for commercial, industrial and institutional customers shall be made generally concurrently with the monthly or quarterly water bills issued to them by the Bridgeport Hydraulic Company.

(Ord. dated 4/18/88 (part): prior code § 29-36)



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13.04.370 Late payments.

All sewer user charges shall be due and payable in full within thirty (30) days of the date of the mailing of the bill to the customer. Any sewer user charge not paid in full within thirty (30) days of the due date shall be delinquent and shall bear interest at the rate and in the manner prescribed by the General Statutes of the state of Connecticut for delinquent property taxes. There shall be indicated on each bill the last date the same may be paid without becoming subject to the interest charge, together with a statement to the effect that if the bill is not paid within thirty (30) days of the due date, it will become subject to interest from the due date at the applicable rate.

(Ord. dated 4/18/88 (part): prior code § 29-37)

13.04.380 Collection of past due accounts and late payment penalties.

- A. The WPCA shall exercise due diligence in collecting the full amount due from all customers. The WPCA shall exercise all lawful means to collect delinquent unpaid sewer use charges including retaining independent legal counsel and/or an independent collecting agent. The customer shall become liable for all costs associated with collecting delinquent accounts.
- B. A list of such unpaid accounts turned over for collection shall be submitted to the chairman of the WPCA semiannually.
- C. Any unpaid sewer user charges shall constitute a lien upon the real estate against which such charge was levied from the date it became delinquent. Each such lien may be continued, recorded and released in the manner provided by the General Statutes of the state of Connecticut for continuing, recording and releasing property tax liens and encumbrances except taxes, and may be foreclosed in the same manner as a lien for property taxes.
- D. The tax collector of the city and the general manager are designated as collectors of sewer user charges. In addition, the board of directors of the WPCA may designate other persons to collect sewer user charges. Such designated persons may collect such charges in accordance with the provisions of the General Statutes, aforesaid, for the collection of property taxes.

(Ord. dated 4/4/94; (Ord. dated 4/18/88 (part): prior code § 29-38)



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13.04.390 Billing adjustments.

- A. In the event any adjustment in a water bill affects the basis on which the sewer charge is levied for the same period, an appropriate adjustment in the sewer charge shall be made by a credit or additional charge on the next bill, or at the time of payment. In all cases, the general manager shall certify to the WPCA board of directors the validity of each adjustment.
- B. The general manager may permit adjustments to a user's sewer bill for various reasons under the provisions of rules, regulations and guidelines that may be adopted from time to time by the WPCA with the approval of its board of directors.

(Ord. dated 4/18/88 (part); prior code § 29-39)

13.04.400 Billing options for apartment buildings and condominium associations.

Apartment buildings and condominium associations may elect to pay sewer user fees based on the volume of water consumed rather than on a flat rate per unit basis.

Apartment buildings and condominium associations electing this option shall be required to file a petition with the general manager of the WPCA, and to complete a waiver form authorizing the Bridgeport Hydraulic Company to release consumption data.

(Ord. dated 4/18/88 (part); prior code § 29-40)

13.04.410 Discontinuance of service for failure to pay.

The WPCA shall have the right to discontinue sanitary sewer service to any person discharging into the sanitary sewers of the city who fails or refuses to make timely payment of the sewer charges for which he is billed. The basis under which service is discontinued shall be determined by the board of directors of the WPCA.

(Ord. dated 4/18/88 (part); prior code § 29-41)



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13.04.420 Reports to be submitted for council review.

The following reports, 13.04.160 Annual Audit; 13.04.170 Consulting Engineer Review; 13.04.220 Annual Budget; 13.07.230 Cost of Service Study; 13.04.240 Annual Strategic Plan, will be required to be submitted to the city clerk's office for the council's review.

(Ord. dated 4/18/88 (part); prior code § 29-42)

13.04.430 Well water unfit for domestic use.

No owner, lessee, agent or keeper of any premises on which there is any well, the water of which is used for drinking or domestic purposes, shall, after notice from the director of health that the water thereof has become unfit for use, continue to permit the water to be used for drinking or domestic purposes. The owner, lessee or agent of any premises on which there is any such well shall close or fill up the same upon notice from director of health to such effect made after having ascertained that the water of such well has become unfit for drinking or domestic purposes.

(Ord. dated 4/18/88 (part); prior code § 29-51)

13.04.440 Building sewers and connections.

- A. The director of public facilities shall direct licenses to be issued to such persons as shall be deemed competent to make all necessary connections with gas and water mains and public sewers. Each gas and water company shall have the right to nominate the person to tap its own mains. No person shall make or close up any connection with any such main or sewer, except the persons duly licensed as aforesaid. No person shall make any excavation in any street, or make any connection as aforesaid, except under authority of a license or permit therefor, issued by the director.
- B. No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, repair or disturb any public sewer or appurtenance thereof.



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- C. Any person proposing a new discharge into the public sewer system or a substantial change in the volume or character of pollutants that are being discharged into the public sewer system shall notify both the director of public facilities and general manager at least forty-five (45) days prior to the proposed change or connection.

- D. A person intending to connect a building sewer from his property to the public sewer shall first obtain a permit to connect from the director of public facilities and the general manager. The applications shall be made on forms provided by the director of public facilities and the general manager of the WPCA, and it shall be accompanied by a sketch or plan showing the proposed installation in sufficient detail to enable the city engineer to determine that the proposed installation meets the requirements of this regulation and other applicable specifications, codes and laws. The application shall be signed by the owner of the premises to be served or his authorized agent and by the qualified contractor who has been chosen to perform the work of installing and connecting the building sewer to the public sewer. Upon approval of the application and plan, a permit shall be issued to have the work performed by the stated contractor. In the event the premises changes ownership before the work is completed, or if another contractor is chosen to perform or furnish the work, the original permit becomes void, and a new permit must be obtained by the new parties in interest.

- E. A connection to the public sewer will be made only after the building's plumbing has been approved by the city building inspector in order to ensure that minimum standards are met for the installation. A fresh air vent shall be required for the building and all plumbing shall be in good working order. No trench containing a building drain or connection to the sanitary sewer shall be backfilled until the general manager or his agent has completed an inspection of and approved the work. The water level in the trench shall be maintained at a level below the sewer connection before the cap is removed and while the connection is being made and until such time as it has been inspected, approved and backfilled. The contractor shall notify the general manager twenty-four (24) hours before starting any work authorized under this permit.

- F. Owners of land in adjoining towns may petition the WPCA in writing for the right to connect the sewers and drains from such lands with sewers. Each petition shall set



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forth the character and size of the owner's sewers or drains and a description of its materials and shall be accompanied by a survey, plan or layout showing the position of such sewer or drain and all connections thereof in such adjoining town and the place where such connection is to be made. The WPCA may then allow such connection to be so made and shall specify the manner, terms and conditions of the same.

- G. Permits to connect to the public sewer may be revoked and annulled by the director of public facilities or the general manager for such cause and at such times as he may deem sufficient and the city and WPCA held harmless as a consequence of said revocation or the cause thereof. All other parties in interest shall be held to have waived the right to claim damages from the city or its agents on account of said revocation.
- H. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- I. A separate and independent building sewer shall be provided for every building.
- J. Existing building sewers may be used in connection with new buildings only when they are found, and proven to the satisfaction of the director of public facilities or general manager, to meet all requirements of this chapter.
- K. The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, installing the pipe, testing and backfilling the trench and connection of the building sewer to the public sewer shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city and WPCA. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- L. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor with the exception of combined sewer areas. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved



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means and discharged to the building sewer. Duplex lift systems shall be provided for commercial and industrial buildings.

- M. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. Connection to a public combined sewer is allowed if no public storm sewer is available.
- N. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.
- O. No building sewers shall be constructed within twenty-five (25) feet of a water supply well. If a building sewer is constructed within twenty-five (25) to seventy-five (75) feet of a water supply well, it shall be constructed in accordance with all applicable guidelines promulgated by the commissioner.
- P. All building sewers shall be installed by a drain layer who possesses a valid license issued under Chapter 393 of the Connecticut General Statutes as amended.

(Ord. dated 12/21/92 § 75(f); (Ord. dated 4/18/88 (part); prior code § 29-56

13.04.450 Discharge limitations regarding the use of public sewers.

- A. No person shall discharge or cause to be discharged, or permit infiltration or inflow of any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sanitary sewer. On hilltops and other places where it is not intended to provide stormwater sewers, and where there is no combined sewer, all storm and surface drainage may be discharged directly into street gutters, and all pipes or conduits passing under or through sidewalks shall be of such material and pattern as shall be approved by the director of public facilities. No storm or surfacewater shall be so discharged as to flow over or upon any sidewalk. In sections of the city provided with combined sewers and where stormwater sewers are not provided, storm, surface and unpolluted water may be discharged into said combined sewers through pipes separate and independent from pipes carrying



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sewage and laid at such grades, depths and to such point as shall be required by the city engineer and WPCA so that they may at a future time be disconnected and connected with stormwaters by the city or the WPCA at its own expense.

- B. Storm sewers shall be designated to receive stormwater and all other unpolluted drainage. If no storm sewers are located on any abutting street then stormwater and other unpolluted water may be discharged to sewers designated as combined sewers. In no case when both storm sewers and combined sewers are located on the same street shall connection be made to the combined sewer. Waters discharged directly or indirectly to a watercourse shall be in accordance with all applicable state and federal laws and regulations.
- C. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the wastewater treatment facility. These general prohibitions apply to all such users of a wastewater treatment facility whether or not the user is subject to National Categorical Pretreatment Standards or any other federal or state pretreatment standards or requirements. A user shall not contribute the following substances to any wastewater treatment facility:
1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater treatment facility or to the operation of the wastewater treatment facility. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the sewage collection system (or at any point in the system) be more than five percent nor any single readings over ten percent of the lower explosive limit (LEL) of the meter;
 2. Solids or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facility, including substances such as, but not limited to, grease, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch, manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste pare,



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- wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polished wastes;
3. Any sewage having a pH lower than 6.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater treatment facility. The upper limit of pH for any industrial wastewater discharge shall be established under the discharger's state discharge permit;
 4. Any sewage containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or plant life, create a toxic effect in the receiving waters or the wastewater treatment facility or exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Act;
 5. Any noxious or malodorous sewage, gases or solids which either singly or by interaction with others are sufficient to prevent entry into the public sewers for their maintenance and repair;
 6. Any sewage which, by interaction with other sewage in the public sewer, releases obnoxious gases, forms suspended solids which interfere with the collection system, or creates a condition which may be deleterious to structures and treatment processes or which may cause the effluent limitations of the wastewater treatment facility's NPDES permit to be exceeded;
 7. Any substance which may cause the wastewater treatment facility's effluent or any other produce of the wastewater treatment facility such as residues, sludges or scums, to be unsuitable for reclamation process where the wastewater treatment facility is pursuing a reuse and reclamation program. In no case shall a substance discharged to the wastewater treatment facility cause the facility to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations effecting sludge use or disposal developed pursuant to the Resource Conservation and Recovery Act, Clean Air Act, the Toxic Substances Control Act or state criteria applicable to the sludge management method being used;



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8. Any substance which will cause a wastewater treatment facility to violate its NPDES permit or the receiving water quality standards;
 9. Sewage containing substances which are not amenable to treatment or reduction by the wastewater treatment process employed, or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the limits stipulated in the city's NPDES permit.
- D. The following described substances, materials, waters or waste shall be limited in discharges to public sewers to concentrations or quantities which will not harm either the sewers, water pollution control facility, will not have an adverse effect on the receiving stream, or will not otherwise endanger public property or constitute a nuisance. The commissioner may set lower limitations if more severe limitations are necessary to protect the wastewater treatment facility or to meet the water quality standards of the receiving stream. The limitations or restrictions on materials or characteristics of sewage discharged to the public sewer are as follows:
1. Sewage having a temperature higher than one hundred fifty (150) degrees Fahrenheit (sixty-five (65) degrees Celsius);
 2. Sewage containing fat, wax, grease, petroleum or mineral oil, whether emulsified or not, in excess of one hundred (100) mg/l with floatable oil not to exceed twenty (20) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit (zero and sixty-five (65) degrees Celsius);
 3. Any garbage that has not been properly shredded. Garbage grinders may be connection sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;
 4. Any sewage containing odor-producing substances exceeding limits which may be established by the commissioner;
 5. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the commissioner in compliance with all applicable state and federal regulations;
 6. Materials which exert or cause:
 - a. Unusual concentrations of inert suspended solids (such as, but not limited to, sodium chloride and sodium sulfate),



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- b. Excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions),
- c. Unusual BOD, chemical oxygen demand or chlorine demand in such quantities as to constitute a significant load on the water pollution control facility,
- d. Unusual volume of flow, mass or concentrations of wastes constituting a "slug,"
- e. Overflow from holding tanks or other receptacles storing wastes,
- f. Sewage with a concentration of pollutants in excess of the following limits:

Pollutant	Concentration: Parts/ Million (mg/l)
Arsenic as As	0.05
Barium as Ba	5.0
Boron as B	5.0
Cyanides as CN (amendable)	0.1
Fluoride as F	20
Chromium (total)	1.0
Chromium (Cr + 6)	0.1
Magnesium as Mg	100
Manganese as Mn	5.0
Copper as Cu	1.0
Zinc as Zn	1.0
Cadmium	0.1
Lead	0.1
Tin	2.0
Silver	0.1
Mercury	0.01
Nickel	1.0.

Note: All metals are to be measured as total metals. In accordance with Section 25-54i of the Connecticut General Statutes as amended, a permit from the Commissioner of Environmental Protection is required prior to the initiation of a discharge of any of the following wastewaters to a public sewer:

- i. Industrial wastewater of any quantity; or
- ii. Domestic sewage in excess of twenty-five thousand (25,000) gallons per day through any individual building sewer to a public sewer.



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- E. A potential discharger must submit a permit application to the Department of Environmental Protection not later than ninety (90) days prior to the anticipated date of initiation of the proposed discharge.
- F. The director of health may, by agreement with the Department of Environmental Protection, assume some or all of the functions of the commissioner specified by the Connecticut General Statutes, relative to use of the city's sewers or wastewater treatment facilities.
- G. If any sewage is discharged or is proposed to be discharged to the public sewers which contains the substance or possesses the characteristics enumerated in Section 13.04.440 of this chapter, and which in the judgment of the commissioner may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise may create a hazard to life or constitute a public nuisance, the commissioner may in accordance with Section 25-54i(b) of the Connecticut General Statutes as amended:
 - 1. Reject the discharge of the wastes;
 - 2. Require pretreatment to an acceptable condition for discharge to the public sewers; or
 - 3. Require control over the quantities and rates of discharge.
- H. If the commissioner permits the pretreatment or equalization of waste flows, the design and installation of the equipment shall be subject to the review and approval of the commissioner subject to the requirements of all applicable codes, ordinances and laws.
- I. The director of health shall have the right to reject the discharge of any wastes; or, require more stringent effluent limitations than required by the user's Connecticut General Statutes Section 25-54i permit, the decisions of the commissioner notwithstanding.
- J. Grease, oil and gross particle separators shall be provided when, in the opinion of the commissioner, they are necessary for the proper handling of sewage containing grease in excessive amounts, or any flammable wastes, sand or other harmful substances; except that such separators shall not be required for private living quarters or dwelling units. All separators shall be of a type and capacity approved by



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the commissioner, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these separators, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal, which are subject to review by the commissioner. Any removal and hauling of the collected materials shall be performed by a waste disposal firm which possesses a valid permit from the commissioner under Section 25-54h of the Connecticut General Statutes, as amended.

- K. Where pretreatment or flow-equalizing facilities are provided or required for any sewage, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.
- L. When required by the commissioner and WPCA, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling and measurement of the wastes. Such structure, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the commissioner. The sampling structure shall be located at a point along the industrial waste stream where a representative sample of the industrial wastewater may be obtained prior to its being diluted by domestic sewage in the building sewer. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.
- M. All industries discharging into a public sewer shall perform such monitoring of their discharge as required by the commissioner in any state discharge permit issued pursuant to Section 25-54i of the Connecticut General Statutes, as amended, including, but not limited to, installation, use and maintenance of monitoring equipment, keeping records and reporting the results to the commissioner. Such records shall be made available upon request of the commissioner, the director of public facilities, the director of health or the WPCA.
- N. All measurements, tests and analyses of the characteristics of sewage to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times,



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durations and frequencies are to be determined on an individual basis subject to the stipulations and general conditions of the discharger's state discharge permit.

- O. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the WPCA and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city or WPCA.
- P. Upon promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under this chapter for sources in that subcategory, shall supersede the limitations imposed under this category.
- Q. No user shall increase the use of process water in an attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards or in any specific pollutant limitations which may be developed by the commissioner.
- R. Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this chapter. Facilities to prevent accidental discharge or prohibited materials shall be provided and maintained at the owner or user's own expense. The commissioner may require that plans showing facilities and operating procedures be submitted for review and approval prior to construction of the facilities.
- S. Within five days following an accidental discharge, the user shall submit to the director of health, the WPCA and the commissioner, a detailed written report describing the cause of the discharge and the measure(s) to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or liability which may be incurred as a result of damage to the wastewater treatment facility, fish kills, aquatic plants or any other damage to persons or property.
- T. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees are advised of the emergency notification procedure.

(Ord. dated 12/21/92 § 75(f); Ord. dated 4/18/88 (part); prior code § 29-57)



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13.04.460 Quantity determination.

- A. Unless otherwise provided herein, the quantity of wastewater delivered to the city sewers will be construed as being the same as the water delivered to the producer by the [company] water system. If it is ascertained that the water meter has inaccurately measured the amount of water delivered to the permittee, then in that event the sanitary sewer charge established in this chapter shall be adjusted in the same manner as adjustments are made to the water bill.
- B. Should the producer evaporate or otherwise dispose of water delivered by the [company] water system other than to the city sewer system, the industrial waste producer may petition the general manager for adjustment.
- C. It shall be the obligation of the permittee to conduct a test on the flow-measuring equipment as follows: meters measuring four and five-tenths ccf or greater per day shall be tested at least once every twelve (12) months; meters measuring four and forty-nine-one hundredths [def] ccf or less per day shall be tested at least once every four years. The test shall be used to determine the meter accuracy and the results thereof shall be furnished in writing to the general manager. It shall also be the permittee's responsibility to notify the general manager within a reasonable time in advance so that the general manager may, if he chooses, have a witness present during such test. If, upon any such test, the percentage of accuracy is found to be within the accuracy tolerance established by the manufacturer's specifications, such measuring equipment shall be determined to have correctly measured the quantity delivered to the sewer system. If, however, upon any such test, the percentage of accuracy is found to be in excess of the accuracy tolerance specified by the manufacturer's specifications, then such measuring equipment shall be immediately adjusted to register correctly the quantity delivered to the sewer system. The billings to such permittee shall be adjusted for a period extending back to the time when the inaccuracy began, if such time is ascertainable, or for a period extending back one-half of the time elapsed since the date of the last test or the date of the last adjustment, if the time is not ascertainable.
- D. Any producer for which the water supply is from private wells shall install, operate and maintain at its expense such meters or other devices as are necessary to determine quantity discharge to the sewer system. Such meters shall be approved by the general manager.



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E. As to any customer that is billed based on the metered volume of sewage delivered to the sanitary sewer system, such customer shall be obligated to provide to the general manager of the WPCA periodic readings of volume of sewage delivered into the sanitary sewer system on such basis as approved by the general manager and all such customers shall comply with the applicable provisions above as to accuracy of such flow-measuring equipment.

~~E.~~ In the event none of the above provisions are applicable, all producers for which the water supply is from other than the company, shall furnish to the WPCA either a certified meter reading of water delivered to its plant or company or a copy of the billing from the water supplier. In this event, the permittee's charges will be calculated and the same conditions will apply as if the company were the supplier of water to the permittee.

(Ord. dated 4/18/88 (part): prior code § 29-58)

13.04.470 Quality determination.

- A. Determination of the average concentration or strength of the waste delivered shall be the obligation of the WPCA, and tests made on representative average samples shall be made at such intervals as the WPCA may designate, not less than annually. The cost of all such analyses required by the general manager shall be borne by the permittee.
- B. Samples may be taken and tests made at the WPCA's option without notice to the permittee, and such tests' results made by the WPCA shall fix the applicable user charge established in this chapter; provided, however, a permittee may request in writing that its user charge be established pursuant to a composite sample secured and analyzed by an independent laboratory approved by the WPCA. Such request must be approved in writing by the general manager. If approved by the general manager, all costs of such composite sampling and subsequent analysis shall be borne by the permittee and shall be conducted at intervals determined by the general manager. The WPCA approval of sampling and analysis permitted by an independent laboratory shall not prevent representatives of the sewer staff from taking additional samples at its option without notice to the permittee.



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- C. Written notice from the general manager approving sampling and analysis by an independent laboratory to establish user charges under this chapter may be canceled by the general manager by giving written notice of such cancellation to the permittee.
- D. Sampling shall be conducted according to customarily accepted methods. If, after receiving the permit application, the general manager determines that the operations or characteristics of the producer's industrial wastewater discharge requires composite sampling, the general manager may require same, which shall be provided by the producer on the basis of an average workday. Otherwise, the analysis will be made on the basis of grab samples. Guidelines for the examination and analysis of the characteristics will be as recommended in "Standard Methods." The WPCA may select an independent firm or laboratory to determine flow, BOD and suspended solids at the permittee's expense.
- E. The general manager may make periodic tests to determine the quality of waste being discharged into the city sewer from the premises of permit holders under the provisions of this chapter. If at any time the industrial process changes or the quality of the industrial wastewater changes such that the addition, modifications or alteration of pretreatment is required to meet city standards, the general manager will then have the authority to require that approved pretreatment facilities be installed by the permit holder. Should any permit holder fail or refuse to install such facilities or initiate their installation to the satisfaction and approval of the general manager within the dates and time specified in the permit, the general manager shall have the authority to suspend or revoke such permit and to terminate sewer service to such premises until such time as the permit holder has complied with the requirements of this chapter, or taken other action as may be permitted.

(Ord. dated 4/18/88 (part): prior code § 29-59)

13.04.480 Accidental discharges.

- A. Each permittee shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this article.
- B. For countermeasures to be taken by the WPCA to minimize damage to the sanitary sewer system and/or degradation of the receiving waters, permittee shall notify the WPCA immediately upon accidentally discharging wastes in violation of this chapter.



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This notification shall be followed within three days of the date of occurrence by a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve permittee of liability for any expense, loss or damage to the sanitary sewer system, or for any fines imposed on (by) the WPCA on account thereof and/or for any WPCA enforcement action pursuant to this occurrence.

- C. In order that officers, agents and employees of permittees will be informed of the WPCA's requirements, permittees shall make available to their employees copies of this chapter, together with such other wastewater information and notices which may be furnished by the WPCA from time to time for the purpose of improving and making more effective water pollution control. A notice shall be furnished and permanently posted on the permittee's bulletin board advising officer agents and employees whom to call in case of an accidental discharge in excess of the limits authorized by the permit.
- D. Any possible connection or entry point for a hazardous and/or prohibited substances to the permittee's plumbing or drainage system shall be appropriately labeled to warn operating personnel against discharge of such substance in violation of this chapter.

(Ord. dated 4/18/88 (part): prior code § 29-60)

13.04.490 Changes of ownership.

In the event a producer of industrial waste which is authorized to make a connection to the city sewer for industrial wastewater disposal under the provisions of this chapter is sold, leased or its operation is assumed or taken over by another person, firm or corporation, other than that named in the permit, a new application for permit shall be made by the new owner, lessee or operator. No permit issued under the provisions of this chapter shall be assignable, and a violation of this provision shall be grounds for summary suspensions or revocation of such permit by the general manager.

(Ord. dated 4/18/88 (part): prior code § 29-61)



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13.04.500 Pretreatment.

A. Pretreatment will be required in the following instances, and the general manager shall submit to the applicant the pretreatment levels which must be obtained:

1. If the general manager determines upon the initial application for a permit under this chapter that the industrial wastewater must be pretreated by the applicant to lower the level of any of the components of the industrial wastewater before discharge to the city sewer;
2. If the WPCA must improve the discharge from the wastewater treatment plant to the receiving waters as a result of directives from federal or state regulatory agencies, orders or judgments from courts of competent jurisdiction or changes in the discharge permit for the WPCA's wastewater treatment plant or plants, then in that event, the general manager will require that a permit holder install or enlarge pretreatment facilities to lower the affected component of the permittee's industrial wastewater discharge;
3. If any wastewaters prohibited under the conditions of this chapter are produced, such producer shall pretreat the wastewater to the extent required to comply with the standards established in this chapter before discharging to any city sewer;
4. If the general manager determines that a permittee, because of plant expansion and/or changes in plant operations, has increased either the strength or volume of discharge, the general manager may require additional pretreatment to lower the level of the volume and/or any components of the industrial wastewater before discharge.

Pretreatment facilities required under this subsection A shall be provided, operated and maintained at the permit holder's expense.

B. Dilution of wastewater discharge to the city sanitary sewer is prohibited, whether accomplished by the combination of two or more wastewater streams by a producer or producers or by the addition of other liquids solely for the purpose of diluting the quality of the wastewater discharge.

C. One or more producers may, upon application and approval by the general manager, combine industrial wastewater streams prior to discharge to the city sanitary sewer system if, and only if, such combination of industrial wastewater streams produces a



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combined discharge of better quality than the two industrial wastewater streams would have been if discharged separately.

- D. Detailed plans showing any proposed pretreatment facilities shall be submitted to the general manager for approval before construction of the facilities. The review of such plans will in no way relieve such permit holders from the responsibility of modifying and operating the facilities to produce an effluent complying with the established conditions of the permit. Any subsequent significant changes in the approved facilities or method of operating shall be reported to the general manager and must be approved by him as complying with the provisions established in this chapter.

- E. After the construction plans for such pretreatment plants have been approved and a permit issued, the plans shall be placed on file in permanent, reproducible form with the general manager, without cost to the WPCA or city, before a building permit will be issued.

(Ord. dated 4/18/88 (part): prior code § 29-62)

13.04.510 Testing wastewater.

- A. It is a condition of the permit that the WPCA may at any time test any of the wastewater being discharged by the company or plant for quality or quantity. A duly authorized WPCA representative may enter the permittee's premises at any time during business or operational hours for the purpose of inspecting the plant operations to estimate quality and quantity of wastes, as defined in this chapter

- B. It is a condition of the permit that the permittee will install facilities at the permittee's expense for the purpose of the WPCA's representative inspecting, observing and sampling representative flows.

(Ord. dated 4/18/88 (part): prior code § 29-63)

13.04.520 Trade secrets.

All information and data relating to a permittee obtained from reports, questionnaires, permit applications, permits, monitoring programs and inspections, shall be available to the public without restriction unless the permittee specifically requests and is able to demonstrate to the satisfaction of the WPCA that the release of such information to the



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general public would divulge information or processes or methods that would give a business advantage to competitors who do not otherwise have this information.

(Ord. dated 4/18/88 (part); prior code § 29-64)

13.04.530 Protection from damage.

No person shall maliciously, wilfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the sewage collection system or wastewater treatment facility.

(Ord. dated 4/18/88 (part); prior code § 29-65)

13.04.540 Sewer construction.

- A. The city council shall have the sole power to designate the streets on which sewers shall be laid along the center lines of streets.
- B. All matters pertaining to new sewer construction shall be referred by the city council to the committee having jurisdiction over highways for investigation and report. The committee shall have the power to order the general manager to prepare or have prepared all plans, specifications, maps, profiles and data required for the proper construction and execution of any work in connection with the sewer system; and the general manager shall perform promptly all work so required. Such committee shall be further empowered to demand and receive such information as may be desired by it relative to the progress and cost of construction, the payments made on account thereof and on account of any contract relative to the construction of sewers or contracts therefor.
- C. All pipes that must be kept open to drain yards or gardens shall be connected to storm sewers or combined sewers, in accordance with this chapter, with catch basins of precast concrete which shall satisfy city standards as established by the city engineer. No private catch basin shall be built within the limits of the street. When meat-packing houses, slaughterhouses or lard-rendering establishments are connected with the sewers, catch basins and grease traps satisfactory to the general manager and director of health shall be installed. Pipes draining foundations shall be connected with a catch basin.

(Ord. dated 12/21/92 § 24; (Ord. dated 4/18/88 (part); prior code § 29-66)



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13.04.550 Private sewer disposal facilities.

No private sewage disposal system shall be installed, altered or repaired, except by or under the supervision of a person duly licensed by the state Department of Health Services and under the direction and approval of the director of health and in accordance with this chapter.

(Ord. dated 4/18/88 (part): prior code § 29-67)

13.04.560 Powers and authority of inspectors.

- A. The director, general manager and other duly authorized employees of the city or WPCA bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter.
- B. While performing the necessary work in private properties, the director, general manager or duly authorized employees of the city or WPCA shall observe all safety rules applicable to the premises established by the user. The user shall be held harmless for injury or death to the city employees and the city shall indemnify the user against loss or damage to its property by city employees and against liability claims and demand for personal injury or property damage asserted against the user and growing out of the inspection, gauging and sampling operation, except as such may be caused by negligence or failure of the user to maintain safe conditions.
- C. The director, general manager and other duly authorized employees of the city or WPCA, bearing proper credentials and identification, shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property.
- D. The director, general manager and director of health shall have power, and it shall be their duty, to discontinue, stop and prevent from discharging into any public sewer any private sewer which is improperly constructed or which is not maintained in good condition and repair or for which no permit has been obtained as aforesaid.

(Ord. dated 4/18/88 (part): prior code § 29-68)



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13.04.570 Permit system.

- A. There shall be two classes of sewer permits:
1. Class A for residential and commercial building sewers, and
 2. Class B for industrial building sewers to service establishments producing industrial wastes.
- B. The owner or his agent shall make application on a special form furnished by the WPCA.
- C. All industrial producers of wastewater of any quantity, strength or quality, and all industrial waste producers who hereafter desire to connect and discharge to the sanitary sewer system, shall make application to the general manager on forms supplied by the WPCA for a permit authorizing such connection.
- D. Any producer of industrial wastewater discharging or proposing to discharge industrial wastewater into a city sanitary sewer in any quantity must comply with the following, if required by the general manager:
1. File a discharge report which must include, but not be limited to, nature of process, volume, rates of flow, production, quantities or any other information that is deemed relevant by the general manager to the generation of waste, including substances and concentrations in the wastewater discharge;
 2. Submit a plan showing location and size of on-site sewers, sampling point, pretreatment facilities, sewers and any other information required by the general manager;
 3. Describe activities, facilities and plant processes on the premises discharging or proposing to discharge industrial wastewater including all materials, processes and types of materials which are or proposed to be discharged; it being understood that the general manager will not disclose this information to others until prior notification is provided to the producer;
 4. Each product produced by type, amount and rate of production;
 5. The chemical components and quantity of liquid or gaseous material bulk stored on-site, even though they may not normally be discharged into the sewer system.



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- E. The permit provisions do not apply to restaurants, automobile dealers and/or gasoline service stations without automotive repair shop or car wash facilities, and food dispensing services, or building drains of industrial waste producers where the discharge is solely domestic or sanitary waste water; provided, however, that these exempted operations may be required to install a sampling well as required in Section 13.04.500 of this chapter and, further, that any producer exceeding the limits established in Section 13.04.450 and/or three hundred and fifty (350) mg/l of TSS and/or three hundred (300) mg/l of BOD will not be excluded from meeting all of the requirements of this chapter.

(Ord. dated 4/18/88 (part); prior code § 29-71)

13.04.580 Permit issuance and renewal.

- A. Applicant shall pay fees as established and revised from time to time by the WPCA for the issuance of an initial one-year permit and an annual renewal fee thereafter.
- B. An annual report shall be submitted by each permittee certifying that there have been no changes in operational procedures, or if there have been such changes, furnishing information thereon in such detail as may be required by the WPCA. Failure to submit such report shall constitute cause for these suspension or revocation of the industrial waste discharge permit. In the event a permit is canceled for any cause under the provisions of this chapter, a fee shall be charged for a subsequent initial permit issued to such applicant on completion by the applicant of forms provided by the WPCA and approval of such forms by the general manager. All fees to be established and revised by the WPCA.

(Ord. dated 4/18/88 (part); prior code § 29-72)

13.04.590 Permit conditions.

- A. Industrial wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable ordinances or regulations. Permits may include, but are not limited to, the following:
1. Unit charge or schedule of user charges and fees for the wastewater to be discharged to the sanitary sewer;
 2. Allowable average and maximum strengths, characteristics or constituents or the user's wastewater discharge;



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3. Limits on rate and time of discharge or requirements for flow regulation and equalization;
 4. Regulations for installation of inspection and sampling facilities which include requirements for the sewer staff's access to such facilities;
 5. Pretreatment requirements;
 6. Regulations for monitoring programs which may include sampling locations, frequency and method of sampling, number, types and standards of tests and reporting schedules;
 7. Requirements for the submission of technical reports or discharge reports;
 8. Requirements for the maintenance of plant records relating to wastewater discharge and affording the sewer staff access thereto;
 9. Other conditions as deemed appropriate by the general manager to ensure compliance with this chapter.
- B. Any significant change in wastewater strength or volume discharged shall be reported to the general manager for determination of need to change the permit conditions no later than thirty (30) days prior to effecting the significant change.

(Ord. dated 4/18/88 (part): prior code § 29-73)

13.04.600 Permit suspension or revocation.

- A. The general manager is authorized to suspend or revoke any permit issued and to terminate service at any time that the permittee violates any of the provisions of this chapter or any other city ordinance pertaining to sewage disposal into the city sewers, fails or refuses to pay, when due, charges made by the WPCA for such sewer services, or discharges wastewater in a quantity or a quality violating the provisions of the permit or otherwise prohibited by this chapter or other related city ordinances.
- B. If a permittee violates any condition of its permit, the permittee shall notify the general manager by telephone immediately and submit written notice to the general manager within three days of such violation outlining the steps which will be taken to effectuate correction of such violation. The violation shall be corrected within five days after the occurrences of such violation, unless a different time schedule for correction is approved by the general manager.



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- C. If the sewer staff discovers a violation of a permit condition, the general manager will give written notice of such violation to the permittee, and the permittee shall, within five days after receipt of such notice, furnish the general manager a description in writing, of the action which will be taken to effectuate correction of such violation. The violation shall be corrected within five days after the occurrence of such violation unless a different time schedule for correction is approved by the general manager.
- D. No provision contained in this chapter shall be deemed to prevent any contract authorized by the WPCA in the usual manner between the WPCA and any industrial waste discharger whereby an industrial waste of unusual strength or characteristic may be accepted by the WPCA for treatment when the industrial waste will not be discharged directly into the city's sanitary sewer system, but will be delivered directly to the wastewater treatment plant, and which will not violate or cause a violation of federal or state discharge standards and which will not be harmful to the wastewater treatment plant or the treatment process.

(Ord. dated 4/18/88 (part); prior code § 29-74)

13.04.610 Violations—Penalties.

- A. Any person found to be in violation of any provisions of this chapter, shall be served by the city or WPCA with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. Any person who continues any violation beyond the time limit provided for in subsection A of this section, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding one hundred dollars (\$100.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.
- C. Any person who is found to be in violation of any of the provisions of this chapter shall become liable to the WPCA for any expense, loss or damage occasioned by the city or WPCA by reason of such violation.
- D. Any person who is found to be in violation of Section 25-54i of the Connecticut General Statutes as amended shall be subject to a monetary penalty or forfeiture under Section 25-54q of the statutes.

(Ord. dated 4/18/88 (part); prior code § 29-69)



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13.04.620 Sewer extensions to properties outside the city limits.

Notwithstanding the requirements of Sections 13.04.030, 13.04.300, and 13.04.540 of this chapter, all requests for sewer extensions for service to properties located outside the city limits shall be submitted by the town and the property owner to the WPCA board for approval. All approved requests shall be forwarded by the WPCA to the city clerk for referral to: the planning and zoning commission for a report pursuant to Section 8-24 of the General Statutes of Connecticut; and the committee having jurisdiction over highways for an investigation and report. All requests from towns and property owners for ~~[sewerage]~~sewage service to properties located outside the city limits where there is no approved contract between the town where the property is located and the WPCA, shall also require the approval of the city council. All contracts and/or amendments to contracts between the WPCA and towns for ~~[sewerage]~~sewage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council.

(Ord. dated 8/2/04; Ord. dated 8/5/02)



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Respectfully submitted,
THE COMMITTEE ON ORDINANCES


Richard M. Paoletto, Jr., Co-Chair


Eneida L. Martinez-Walker, Co-Chair


Lydia N. Martinez


Mary A. McBride-Lee


Rick Torres


Richard DeJesus


AmyMarie Vizzo-Paniccia

City Council Date: May 5, 2014

***27-13 Consent Calendar**

Resolution concerning disposition of and re-development of city-owned properties to Achievement First Bridgeport Academy Elementary School.

**Report
of
Committee
on
ECB & Environment**

Submitted: May 5, 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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

***27-13 Consent Calendar**

A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL REGARDING THE DISPOSITION AND REDEVELOPMENT OF CITY LAND TO ACHIEVEMENT FIRST BRIDGEPORT ACADEMY ELEMENTARY SCHOOL

WHEREAS, Achievement First Bridgeport Academy Elementary School, (the “Developer”) a high-performing Charter School, has proven to provide quality education to inner-city students in a cost-effective manner; and

WHEREAS, the City of Bridgeport desires to cultivate the establishment of high performing Charter schools in Bridgeport; and

WHEREAS, as Achievement First Bridgeport Elementary school grows to full scale, they are experiencing the need for additional space; and

WHEREAS, the Developer is the owner of 655 Stillman Street, and operates its Academy Elementary School at this address; and

WHEREAS, the Developer is proposing to purchase seven small city-owned lots that are adjacent to their current school; and

WHEREAS, they anticipate making significant investment into these city-owned properties: cleaning up the environmental hazards; adding an addition to the existing Academy; constructing additional parking for the school; constructing a driveway for bus pick up and drop off ; adding a grass playing field; adding attractive landscaping; and

WHEREAS, the seven specific city-owned lots (known individually as the “Parcels,” and collectively as the “Site”) consist of the following addresses:

- Block/Lot #1723-1 (1390 Pembroke Street)
- Block/Lot #1723-2 (1380 Pembroke Street)
- Block/Lot #1723-9 (631 Stillman Street)
- Block/Lot #1723-19 (588 Berkshire Avenue)
- Block/Lot #1723-20 (584 Berkshire Avenue)
- Block/Lot #1723-21 (570 Berkshire Avenue)
- Interior Lot, bounded by block/lot #'s 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21;



Report of Committee on ECD and Environment
***27-13 Consent Calendar**

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WHEREAS, the Parcels were appraised on February 15, 2013, and the values are as follows:

- Block/Lot #1723-1 (1390 Pembroke Street) - **\$25,000**
- Block/Lot #1723-2 (1380 Pembroke Street) - **\$25,000**
- Block/Lot #1723-9 (631 Stillman Street) - **\$25,000***
- Block/Lot #1723-19 (588 Berkshire Avenue) - **\$25,000**
- Block/Lot #1723-20 (584 Berkshire Avenue) - **\$25,000**
- Block/Lot #1723-21 (570 Berkshire Avenue) - **\$25,000**
- Interior Lot, bounded by (block/lot #'s) 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21 - **\$10,000***

** Value is derived from the square footage value of surrounding parcels, and*

WHEREAS, the total value, as appraised, with the assumption of no environmental issues, comes to **\$160,000** (One Hundred Sixty Thousand Dollars);

WHEREAS, the Developer performed Phase I & II Environmental Site Assessments in order to determine if any environmental areas of concern exist on the site;

WHEREAS, the results of these assessments show that the Site contains significant amounts of urban fill material that is above the direct exposure limit for residential applications and also has asbestos containing material;

WHEREAS, the Developer anticipates the need to remove and properly dispose of some of this urban fill material, at an estimated total cost of **\$687,499** (Six Hundred Eighty Seven Thousand Four Hundred Ninety Nine);

WHEREAS, the Developer is willing to purchase the Site from the City of Bridgeport for **\$50,000** (Fifty Thousand Dollars) and is further willing to conduct the required environmental clean-up at its own cost, and is willing to accept the environmental liability associated with Site; and

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

WHEREAS, the Developer and the City of Bridgeport are willing to enter into an agreement to sell (Site) that would include appropriate protections for the City, possibly including a right of reversion and/or first refusal, should Achievement First seek to transfer title to or use of (Site) for some use other than educational purposes or prior to a term of years to be mutually agreed upon; Now, therefore be it




Report of Committee on ECD and Environment
*27-13 Consent Calendar


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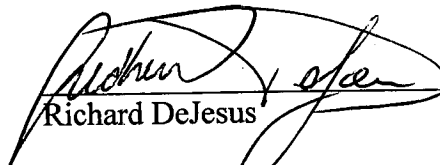
RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development, or their designee, is authorized to take any and all actions necessary to transfer the Site to the Developer at a price of no less than **\$50,000** (Fifty Thousand Dollars) under conditions consistent with the terms of this Resolution, and to take all other actions, execute all documents, and do all other things required in regard to this matter that are in the best interests of the City of Bridgeport.

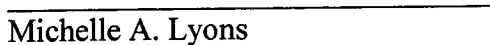
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair

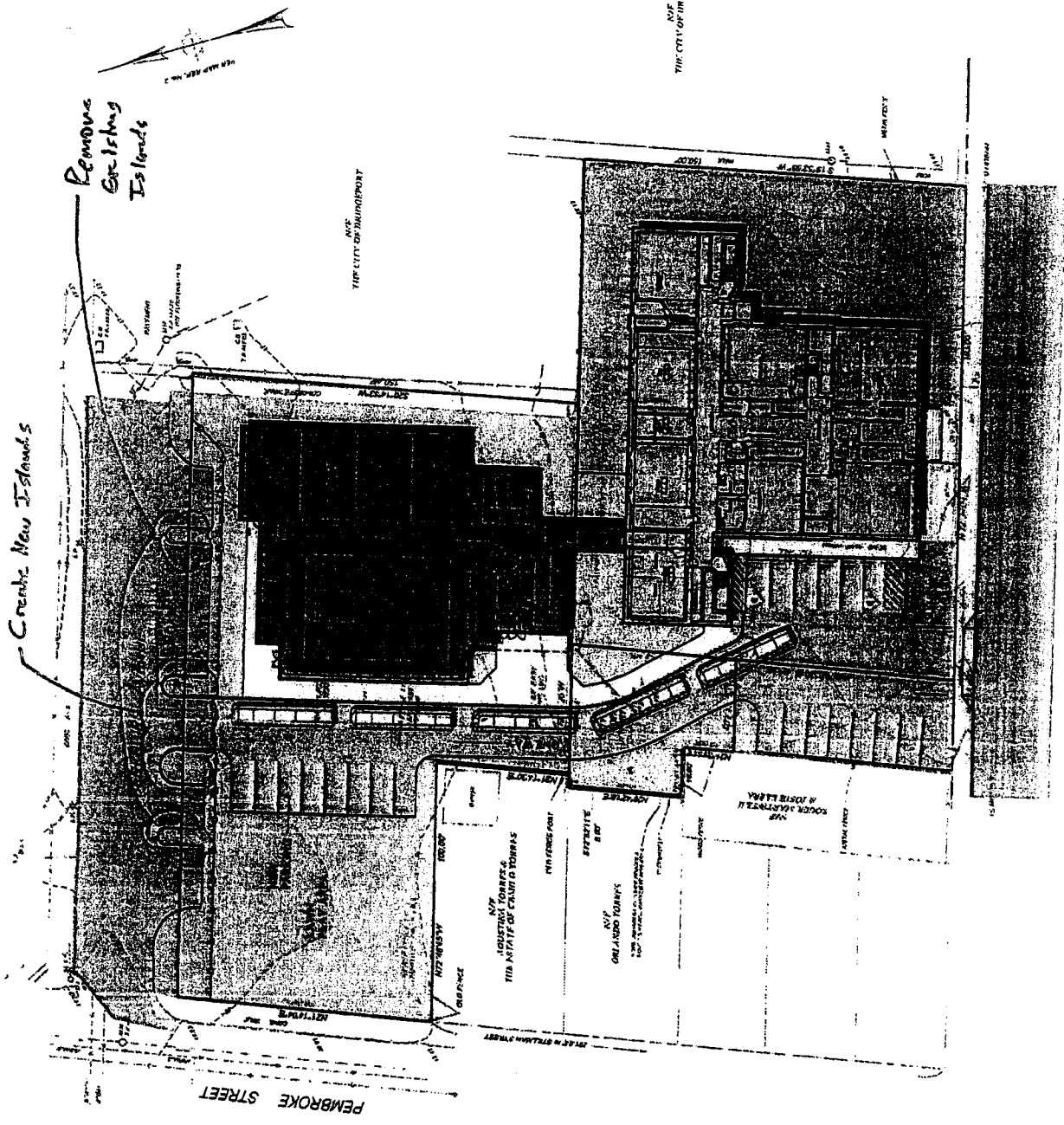

Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker



Option D
10,000 SF

Achievement First
Bridgeport Academy
Addition and Renovations to Bridgeport Elementary School

FLETCHER THOMPSON
ELEVATING DESIGN | SHAPING SOLUTIONS

Exhibit B: Environmental Due Diligence and Cost Estimates

Phase I Environmental Site Assessment: As part of its normal due diligence, Achievement First Bridgeport Academy, Inc. performed a Phase I environmental site assessment on the following parcels: 1380 & 1390 Pembroke Street and 570, 584, & 588 Berkshire Avenue. The Phase I recommended a Phase II environmental site assessment.

Phase II Environmental Site Assessment: Achievement First Bridgeport Academy hired Fuss & O'Neill Inc. to perform a Phase II environmental site assessment on following parcels. The Phase II environmental investigation indicated that each of the parcels have historical residential structures found throughout the site to up to nine feet below grade. In addition, soil test results show that fill contains petroleum hydrocarbons, PAHs, PCBs, and lead above clean-up standards applicable to regulated sites in Connecticut, as well as asbestos-containing building materials. Given the intended use for this property, extensive remediation work is required.

Environmental Remediation Cost Estimate: Third-party estimates were secured to determine the estimated cost of environmental remediation. All third party estimates are included and summarized below.

Area and Volume Affected by Environmental Contaminants:

Description	Area (sf)	Depth (ft)	Cubic Foot Volume (Area x Depth)	Cubic Yard Volume (Area x Depth)
Building Footprint	12,744	4	50,976	1,888
Pavement/Walk Area	8,088	1	8,008	297
Grass / Landscaping	10,734	2	21,468	795
TOTALS	31,486	---	80,452	2,980

Area affected provided by Rose Tiso & Co. See attached documentation.

Weight Calculations for ACM and Non-ACM containing soil:

Soil Type	Total Volume of Soil (yd ³)	Total Tons (1.5 tons/yd)
ACM containing (75%)	2,235	3,352
Non-ACM containing (25%)	745	1,117
TOTALS	2,980	4,470

Percentages for ACM and non-ACM containing soil obtained through verbal conversation with environmental consultant.

Cost Summary:

Activity	**Unit Cost (\$)	UM	yd³	Total
Excavation, stockpiling and loading	\$25	yd ³	2,980	\$74,493
Clean backfill (labor and material)	\$35	yd ³	2,980	\$104,290
Activity	** Unit Cost	UM	Tons	Total
Trucking and Disposal – ACM containing material	\$122	Ton	3,352	\$408,964
Trucking and Disposal – Non-ACM containing soil	\$49	Ton	1,117	\$54,752
Activity	** Unit Cost	UM	Loads	Total
Liners for dump trucks (30 tons per load)	\$300	Ea.	150	\$45,000
TOTAL				\$687,499

***Unit cost for excavation, stockpiling and clean backfill provided by Mizzy Construction and unit costs for transportation and disposal of contaminated soils provided by Pro-Teck. Please see backup documentation.*



FUSS & O'NEILL

September 19, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities
Achievement First
403 James Street
New Haven, CT 06513

RE: Phase II Environmental Site Assessment (ESA)
1380 & 1390 Pembroke Street
570, 584, 588 Berkshire Avenue
Bridgeport, Connecticut
Fuss & O'Neill Inc. No. 20130891.A10

Fuss & O'Neill, Inc. is pleased to provide you with this report of our Phase II Environmental Site Assessment (Phase II ESA) for the above-referenced property (hereinafter the "Site"). It is our understanding that the Site may be redeveloped as part of a future expansion of the Luis Munoz School.

The purpose of this Phase II ESA was to investigate subsurface conditions prior to redevelopment of the Site. A Phase I ESA conducted by Triton Environmental Inc. (Triton) in March 2013 identified the potential for urban fill, fill associated with previous building components, the possibility of abandoned underground storage tanks (USTs), and the potential for groundwater to be impacted by off-site sources (i.e.: fueling stations and a dry cleaner).

Phase II investigative activities included a ground penetrating radar (GPR) survey and the installation of eight test pits. Our findings from the investigation included the following:

- Our GPR survey revealed no anomalies indicative of buried USTs or areas indicative of heavy fill material.
- Fill material associated with historical residential structures was found throughout the Site at depths of up to nine feet below grade. Soil analytical results confirmed that the fill material contained concentrations of petroleum hydrocarbons, polynuclear aromatic hydrocarbons (PAHs), lead, and polychlorinated biphenyls (PCBs) above clean-up standards applicable to regulated sites in Connecticut.

146 Hartford Road
Manchester, CT
06040
† 860.646.2469
800.286.2469
† 860.533.5143

www.fando.com

Connecticut
Massachusetts
Rhode Island



FUSS & O'NEILL

Mr. Michael Kerin
Achievement First
September 19, 2013
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Background

Physical Description:

The Site, 1380 and 1390 Pembroke Street, 570, 584, and 588 Berkshire Avenue, is located on the south side of Berkshire Avenue and the east side of Pembroke Street in a municipal school zone of Bridgeport, Connecticut (Fairfield County). A portion of a United States Geological Survey (USGS) topographic map showing the Site location is provided as *Figure 1* (USGS, 1984).

According to City records, the Site is comprised of five parcels totaling 0.73-acres. All the parcels, except 1380 Pembroke Street, are owned by the City of Bridgeport. Bridgeport Redevelopment owns 1380 Pembroke Street. The Site is currently an open field with several picnic tables and a storage trailer used by the Luis Munoz School to store sports equipment. The school uses the field as pick-up/drop-off area for the school buses. A Site plan that depicts the current layout of the Site is provided as *Figure 2*.

Site Geology:

Surficial material at the Site is mapped as sand and gravel. As described below, surficial material encountered at the Site during the test pit program consisted of urban fill materials such as brick and asphalt intermixed fine to medium sand and gravel. Urban fill was encountered up to a depth of nine feet below grade. Native material below the urban fill consisted of fine to medium sand and gravel.

Bedrock beneath the Site is mapped as Pumpkin Ground Member of Harrison Gneiss, a gray to spotted, medium- to coarse- grained, foliated Gneiss; and schist to granulite member of the Trap Falls Formation, which is an interlayered gray to silvery schist. Depth to bedrock is deeper than the maximum depth of the test pits (greater than 13.5 feet below grade).

Site Hydrogeology:

The nearest surface water body, Stillman Pond, is approximately 1,100 feet east of the Site. Stillman Pond is classified by the Connecticut Department of Energy and Environmental Protection (DEEP) as a Class B surface water body. Designated uses of such inland surface waters are for recreational use, fish and wildlife habitat, agricultural and industrial supply and other legitimate uses including navigation (CTDEP, 2011). Groundwater was not encountered up to depth of 13.5 feet below grade during the test pit program.



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The quality of groundwater beneath the Site is classified by the Connecticut Department of Energy and Environmental Protection as GB (DEEP, 2011). Such groundwater is presumed not to be suitable for human consumption without treatment and is suitable for industrial process water and cooling waters (CTDEP, 2011)

The direction of groundwater flow within the surficial geological unit is influenced by a number of factors, including the physical characteristics of the geological unit (such as particle size), the local topography, the presence of surface water bodies, the depth to bedrock, and the type of aquifer. For an unconsolidated, unconfined aquifer, groundwater generally flows in the direction of the greatest topographic gradient. Based on USGS mapping, field observations of the local topography, and surface water hydrology, the inferred groundwater flow direction is to the east/southeast.

Site History:

The five parcels that comprise the Site were historically occupied by five residential structures from prior to 1913 to 1996, when they were reportedly razed. Since 1996, the Site has been occupied by an open grassy field.

Previous Investigations

Triton Environmental Inc. (Triton) conducted a Phase I Environmental Site Assessment (ESA) in March 2013 that identified the following areas of concern (AOC):

AOC	Description	Constituent of Concern	Potential Release Mechanism
1	Potentially Impacted Fill Material	Metals, ETPH, PAHs, PCBs	Impacted fill material may have historically been deposited at surface of the Site or may have been buried at the Site when the buildings were razed.
2	Potential Releases from Previous Building Components	PCBs, Lead, Asbestos	Releases to surficial soil from previous site buildings including peeling/chipping paint, leaching from caulks sealants or other materials. Building materials could have been buried on site when the buildings were razed
3	Potential Impacts to groundwater from Off-Site sources	ETPH, VOCs, Metals, and PAHs	Impacted groundwater from nearby properties may be migrating beneath the Site.



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Supplemental Phase II ESA Sampling Procedures

The tasks described in this section were conducted to investigate the AOCs identified by Triton:

Ground-Penetrating Radar Services: A GPR survey was conducted to determine if abandoned underground structures remain at the Site in the vicinity of the former buildings, as depicted in *Figure 2*.

Call-Before-You-Dig Notification: Fuss & O'Neill personnel visited the Site prior to the test pit excavation to mark sample locations. The State "Call Before You Dig" utility locating mark-out was contacted, as required by State Law so that subsurface activities could be completed.

Test Pits: On August 26, 2013 a Fuss & O'Neill scientist and Lucas Excavating, LLC met at the Site to excavate eight test pits to evaluate soil within locations of the former structures. Seven of the test pits were installed within areas where releases could potentially have occurred from former structures at the Site. One of the test pits (TP-07) was installed to determine if fill was present outside the building structures. Test Pit logs are provided in *Attachment A*.

In general, each test pit was excavated up to ten feet below grade and was inspected to determine if petroleum products or hazardous materials have impacted soil. Fill material extended to nine feet below grade and included the following materials:

- Concrete, asphalt, and brick fragments
- Metal fencing
- Wood
- Plastic
- Bicycle frame
- Glass pieces

Native soil was encountered below the fill material. Based on our observations, eight soil samples were collected from the test pits for analysis of extractable total petroleum hydrocarbons (ETPH) using Connecticut Department of Public Health methodology, polycyclic aromatic hydrocarbons (PAHs) using USEPA method 8270, total arsenic and/or total lead. In addition, polychlorinated biphenyls (PCBs) were collected at two test pit locations



Mr. Michael Kerin
Achievement First
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(TP-04 and TP-06) within the fill material. Furthermore, building materials that were suspected to contain asbestos were analyzed at two test pit locations (TP-01 and TP-04).

The samples were analyzed using USEPA-approved methods and in accordance with Connecticut's Reasonable Confidence Protocols (RCPs). A copy of the laboratory analytical reports is provided in *Attachment B*. A copy of the asbestos analytical report is provided in *Attachment C*. A review of the Reasonable Confidence Protocol packages prepared by the analytical laboratory confirms that the collected data are usable for their intended purpose of identifying if releases have occurred to soil from historic Site operations.

Phase II Sampling Results

Soil samples were collected within areas where releases could have potentially occurred from historical operations. The results of the soil sampling are described below.

Physical Observations

Figure 2 depicts the test pits locations. As described in the test pit logs provided in *Attachment A*, we made the following physical observations.

- Historically the majority of the Site was occupied by residential structures that were razed in 1996. Soil that we would classify as urban fill material, likely associated with the demolition of the previous structures on the Site, was encountered in all of the test pits.
- The urban fill contains a variety of materials that likely are related to the demolition of the previous structures at the Site. This includes concrete, asphalt, and brick fragments, plastic, wood, glass, and in one case, metal fencing.
- There was no evidence of staining and no odors were detected in the subsurface soils exposed by the test pits.
- We encountered a concrete slab in five of the test pits (TP-02 through TP-06) along the northern and western Site boundaries. The depth to the slab varied from 3.5 feet in the northeast corner of the site to 7.0 feet in the northwest corner of the site.



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Achievement First
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- The backhoe was unable to penetrate the slab, except at one test pit in the western portion of the Site (TP-06). At this location, soil beneath the slab appeared to be native (non-fill) material.
- Maximum depth of the test pits was 13.5 feet. Groundwater was not encountered to that depth.

Analytical Results

Soil samples were collected and analyzed for ETPH, PAHs, Lead and arsenic. In addition, two samples were collected for PCBs. Furthermore, building material we suspected may contain asbestos was analyzed at two test pit locations. *Table 1* provides a summary of analytical results. Laboratory analytical data are provided in *Attachment B*. Analytical results were compared to the Residential Direct Exposure Criteria (Res DEC) in the Remediation Standard Regulations to determine whether the soil would need to be addressed during development of the site. Results were generally as follows:

- Polycyclic Aromatic Hydrocarbons (PAHs): 7 of 8 samples above Res DEC
- Total Petroleum Hydrocarbons (ETPH): 1 of 8 samples above Res DEC
- Lead: 3 of 8 samples above Res DEC
- PCBs: 1 of 2 samples above Res DEC
- Asbestos: 2 of 3 samples tested positive for asbestos (material looked like transite siding). The positive tests were found in test pit TP-04.

The detection of constituents such as those listed above is typical for urban fill materials associated with the demolition of residential structures built in the early 20th century.

REGULATORY EVALUATION

Based on our review of the 2013 Triton Phase I, the site does not meet the definition of an "establishment" subject to the terms of the Property Transfer Law; therefore, the Site is currently not subject to the investigation and remediation requirements of this law. In addition, we understand that the Site is not subject to an order to abate pollution from the Department of Energy and Environmental Protection (DEEP) and has not been entered into a voluntary clean-up program administered by the DEEP. Lastly, the conditions detected at the Site during this Phase II ESA do not trigger the reporting requirements of Connecticut's Significant Environmental Hazard Reporting Law.



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Therefore, there are no current regulatory requirements to report or investigate the conditions identified during this Phase II ESA nor are there any requirements to remediate these conditions in accordance with Connecticut's Remediation Standard Regulations (RSRs). However, to provide a point of comparison, in *Table 1* we provide baseline clean-up criteria specified in the RSRs. Note that we have provided these criteria for preliminary comparison purposes and that the extent and magnitude of the impacts would need to be confirmed before final comparisons to regulatory clean-up criteria could be made. As presented in the tables, detected concentrations of constituents of concern exceeded baseline clean-up criteria at some locations.

CONCLUSIONS AND RECOMMENDATIONS

One issue of environmental concern were identified and investigated during this Phase II investigation:

- Fill material associated with historical residential structures was found throughout the Site at depths of up to nine feet below grade. Soil analytical results confirmed that the fill material contained concentrations of petroleum hydrocarbons, PAHs, PCBs, and lead above clean-up standards applicable to regulated sites in Connecticut. In addition, several asbestos-containing building materials were identified in one of the eight test pits.

Although there is no regulatory requirement to address the impacted material, we understand that the Site will be redeveloped and that soil impacted by urban fill and historical operations will be encountered during construction activities. We recommend that a soil management plan be developed. This plan should be implemented during construction activities to ensure that impacted materials are handled in a manner that is protective of human health and the environment and that the developed Site is appropriate for its intended use. The soil management plan should include the following general guidelines:

- Urban fill material at the Site should be managed on-site to the degree possible. If excess fill material is generated that needs to be removed from the Site, analytical testing of the material is recommended to evaluate reuse and disposal options.
- If there is excess urban fill materials that cannot be managed on-site, the material will need to be characterized and most or all of the material will likely require disposal as contaminated material at a licensed facility.



FUSS & O'NEILL

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- At least some of the urban fill contains asbestos-containing materials, likely associated with the buildings that were demolished at the site. If material is to be transported off-site, it will need to go to a facility licensed for asbestos-containing materials.
- The contractor that removes the asbestos-containing soil will need to have the appropriate training and licenses from OSHA to conduct the work and will need to take certain precautions during excavation activities
- Geotechnical characteristics of urban fill (particularly the presence of wood) need to be considered when designing the building. Some of this material will likely need to be removed to make the building footprint geotechnically suitable.

A soil management plan/specification that incorporates and further refines the recommendations provided above should be developed. Thank you for the opportunity to conduct this work. Please contact us if you have any questions or need further assistance.

Sincerely,

Marilee D. Gonzalez
Senior Analyst

John B. Hankins, LEP, CPG
Senior Vice President

Attachments:

Figure 1- Site Location Map
Figure 2 – Test Pit Locations

Table 1 – Summary of Soil Analytical Results

Attachment A – Fuss & O'Neill's Test Pit Logs
Attachment B – Phoenix Laboratory Analytical Data
Attachment C – Asbestos Laboratory Analytical Data

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
1390 Pembroke Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1986

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
1390 Pembroke Street, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southeasterly corner of Pembroke Street and Berkshire Avenue. The property consists of a basically rectangular parcel of land, with average measurements of 49.20 feet, more or less, by 100 feet, more or less. As per the tax assessor's records, the parcel is 4,996 square feet, or 0.11 acre, in size. As per the legal description, the parcel fronts 49.25 feet, more or less, along Pembroke Street and 100 feet, more or less, along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
1390 Pembroke Street
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

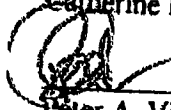
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
570 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
570 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,448 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
570 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
584 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
584 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,399 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
584 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

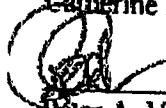
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
588 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
588 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,200 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
588 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

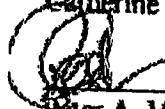
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
Bridgeport Redevelopment

LOCATED AT
1380 Pembroke Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1956

February 13, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: Bridgeport Redevelopment
1380 Pembroke Street, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the easterly side of Pembroke Street, south of Berkshire Avenue. The property consists of a basically rectangular parcel of land, with average measurements of 99.925 feet by 50.245 feet. As per the tax assessor's records, the parcel is 4,986 square feet, or 0.11 acre, in size. As per the legal description, the parcel fronts 50.49 feet, more or less, along Pembroke Street. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: Bridgeport Redevelopment
1380 Pembroke Street
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimin, MAI



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

37-13

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 15.08 Building Permits and Fees is hereby amended as follows:

Chapter 15.08 - BUILDING PERMITS AND FEES

Sections:

15.08.010 - Building permit and related fees.

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

15.08.010 - Building permit and related fees.

A.

Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Except as set forth in subsections F, G, H, I and J of this section relating to pending school building projects, building permit fees as set forth in subsections A, B, and C of this section shall be applicable to all permits issued by the building department. Fees shall not apply to permits issued for municipal work performed by municipal employees or for Class I renewable energy projects as defined in Section 16-1(a)(26) of the Connecticut General Statutes, as the same may be amended from time to time. Only those items of construction, such as but not limited to footings and foundations, necessary to support the Class I renewable energy project, but not the renewable energy features and equipment of the Class I project, shall be subject to building permit fees.

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

Amendments to the Municipal Code of Ordinances, Chapter 15.08 Building Permits and Fees, amend Section 15.08.010 Building permit and related fees and amend Section 15.08.020 Building permits to be withheld due to delinquent taxes and user fees.

Report
of
Committee
on
Ordinances

Submitted: May 5, 2014

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



Report of Committee on Ordinances
37-13

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2. Fee Schedule.

Cost of work in dollars	Fee permit
\$ 1 to 500	\$ 35.00
501 to 1,000	50.00
1,001 to 2,000	75.00
2,001 to 3,000	100.00
3,001 to 4,000	125.00
4,001 to 5,000	150.00
5,001 to 6,000	175.00
6,001 to 7,000	200.00
7,001 to 8,000	225.00
8,001 to 9,000	250.00
9,001 to 10,000	275.00
Etc.	

B. Replacement of Hot Water Heaters.

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

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

C. Certificate of Occupancy. A fee of one hundred dollars (\$100.00) will be charged for a certificate of occupancy, and a fee of ten dollars (\$10.00) will be charged for a duplicate certificate of occupancy.

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

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



Report of Committee on Ordinances
37-13

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

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

2. Fee Schedule.

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

G. Replacement of Hot Water Heaters.

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



Report of Committee on Ordinances
37-13

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2. Electric and Oil-Fired, Wiring. A flat fee of twenty-five dollars (\$25.00) for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.
- H. Certificate of Occupancy. A fee of ten dollars (\$10.00) will be charged for a certificate of occupancy, and a fee of five dollars (\$5.00) will be charged for a duplicate certificate of occupancy.
- I. BOCA Regulations. The building department shall apply the building officials and code administrators' (BOCA) "permit fee schedule," published biannually, when computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.
- J. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty.
- K. Anti-Blight Violations. A property with an active building permit must be kept in such a condition that it does not violate the Anti Blight Program, as set forth in Chapter 8.76 of the Bridgeport code of ordinances. If the issuance of a building permit would result in construction debris/waste that would be considered blight, it will be required that a dumpster be placed on site upon at commencement of construction. The dumpster shall be large enough to contain all of the construction debris/waste that would be generated from said building project. The owner or contractor who may be applying for the building permit shall maintain the ability to remove the construction debris/waste by other means so long as it does not cause the property to become blighted. If the owner or contractor has no other means for debris/ waste removal or has failed to remove such on a continuous basis, then the Building Official (or his designee) may issue a stop work order and construction shall not resume until a dumpster is placed on site for continuous disposal. If a property is deemed to be in violation of the city's blight regulations, the property shall be imposed penalties as described in section 8.76.050(b)(5).**



Report of Committee on Ordinances
37-13

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- L. Suspension/Abandonment of Work. In accordance with CGS 105.5 Expiration of Permits, every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 of such issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 after the time the work has commenced. Abandonment of work shall mean the complete stoppage of the work authorized by such permit. Suspension of work shall mean that a reasonable amount of time (greater than 180 days) has passed and there has been an extreme delay or very little progress of the work authorized by such permit. The reasonable amount of time shall be determined by the Building Official or his/her designee and shall be considerate of the size and value of work.**

(Ord. dated 3/6/06; Ord. dated 7/5/05; Ord. dated 8/5/02)

(Ord. dated 11/3/08; Ord. dated 12/10/12)

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

In the event that a building permit is requested to be issued on any property within the city of Bridgeport and there are delinquent taxes or delinquent sewer use charges on such property, the building official shall withhold the issuance of such permit until the delinquent property taxes, interest, lien fees and sewer use charges are paid in full.

- A. Whenever a building permit is requested for any property in the city of Bridgeport, the building official or his/her designee shall make inquiry with the office of the tax collector to ascertain as to whether or not there are any delinquent taxes, interest or lien fees owed on such property, and with the Water Pollution Control Authority ("WPCA") to ascertain as to whether or not there are any delinquent sewer use charges owed on such property. The building official may accept a current paid tax bill or sewer use bill as proof that no such delinquent taxes or sewer use charges are owned, in lieu of such inquiry.



Report of Committee on Ordinances
37-13

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- B. Once the chief building official has made an inquiry regarding a property's tax status and sewer use status, the tax collector and/or WPCA shall certify this information, in writing, **which may include email confirmation or the use of building permit tracking software** ~~[on a form drafted by or approved by the office of the city attorney. The completed forms shall be returned to the building official.]~~ Upon receiving certification that there are outstanding taxes, or interest, or lien fees, or sewer use charges on a subject property, the building official shall withhold the building permit until the delinquent taxes, interest, lien fees and delinquent sewer use charges are paid in full and acceptable proof of payment has been given to the building official or until a payment schedule for such delinquent taxes, interest, lien fees and sewer use charges has been agreed to by the tax collector in accordance with established practices and procedures permitted by ordinance.
- C. In the event that a delinquent taxpayer pays the outstanding taxes, interest, lien fees and sewer use charges, the tax collector and/or WPCA shall issue a release. Such release shall be considered adequate proof that all outstanding taxes and sewer use charges, together with any interest and lien fees concerning such property have been paid to the city.
- D. Exceptions. This section shall not apply in situations where the property is the subject of a tax appeal and the taxpayer has made the minimum tax payments required by Section 12-118 of the Connecticut General Statutes. Nor shall this section apply in situations where a building permit is required to permit compliance with an order for repair/improvement issued by the judicial branch of the state of Connecticut, housing session. Nor shall this section apply in situations where a building permit is required for the purpose of the construction or installation of an access ramp or any other mechanism or equipment designed to aid or assist someone with access due to a disability where tax arrearage payment arrangements are in effect, current and scheduled to be completed within six months.

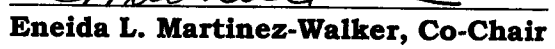


Report of Committee on Ordinances
37-13

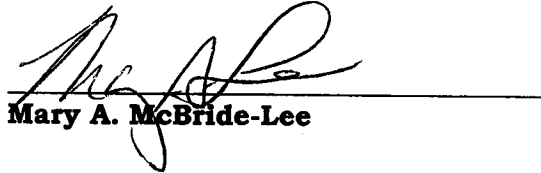
-7-

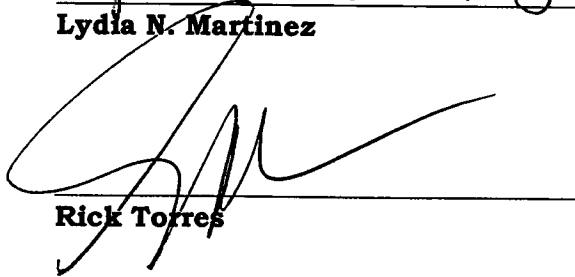
Respectfully submitted,
THE COMMITTEE ON ORDINANCES

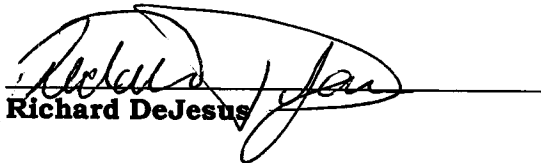

Richard M. Paoletto, Jr., Co-Chair


Eneida L. Martinez-Walker, Co-Chair


Lydia N. Martinez


Mary A. McBride-Lee


Rick Torres


Richard DeJesus


AmyMarie Vizzo-Paniccia

City Council Date: May 5, 2014

Amendments to the Municipal Code of Ordinances, amend
Chapter 9.08 Offenses Pertaining to Property.

Report
of
Committee
on
Ordinances

Submitted: May 5, 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 **Ordinances** begs leave to report; and recommends for adoption the following resolution:

41-13

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 9.08 Offenses Pertaining to Property is hereby amended as follows:

Chapter 9.08 - OFFENSES PERTAINING TO PROPERTY

- 9.08.010 - Committing of nuisances forbidden.
- 9.08.020 - Well water unfit for domestic use.
- 9.08.030 - Removal of turf, etc.
- 9.08.040 - Extinguishment of public lights.
- 9.08.050 - Damage to city property.
- 9.08.060 - Sale of Aerosol Cans and Markers to Minors—Prohibited.
- 9.08.070 - Graffiti **on City Property**-Prohibited.
- 9.08.080 - Graffiti **on City Property**-Penalties.

9.08.010 - Committing of nuisances forbidden.

No person shall commit any nuisance upon any crosswalk, concrete or paved sidewalk or street, or upon any building, fence, gate, wall, step, lamppost, box or other article closely contiguous to any sidewalk, or the entranceway of any building, either public or private, or any portion of the bridges used by pedestrians, or the enclosures thereto.

(Prior code § 21-11)

9.08.020 - Well water unfit for domestic use.

No owner, lessee, agent or keeper of any premises on which there is any well, the water of which is used for drinking or domestic purposes, shall, after notice from the department of health and social services that the water thereof has become unfit for use, continue to permit the water to be used for drinking or domestic purposes. The owner, lessee or agent of any premises on which there is any such well shall close or fill up the same upon notice from the board to such effect made after such board shall have ascertained that the water of such well has become unfit for drinking or domestic purposes.

(Ord. dated 12/21/92 § 75(g); prior code § 21-13)

9.08.030 - Removal of turf, etc.

No person shall take, haul or carry away any turf, sand or gravel from any premises without the consent of the owner of such premises

9.08.040 - Extinguishment of public lights.

No person shall extinguish any public light without proper authority therefore.

(Prior code § 21-14)



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41-13

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9.08.050 - Damage to city property.

No person shall willfully interfere with, injure or destroy any property owned, used or rented by the city, or any property of any type or description erected for public use in the city; and no person shall make any connection with or in any way tamper or interfere with such property.

(Prior code § 21-16)

9.08.060 - Sale of Aerosol Cans and Markers to Minors—Prohibited.

A. Purpose and Definitions.

1. The purpose of this section is to deter the defacing of public and private property through the use of aerosol spray paint cans, broad-tipped indelible markers and other marking devices. The council finds that defacement of property is most often committed by persons under eighteen (18) years of age, using aerosol spray paint cans and broad-tipped indelible markers, that such persons rarely have a legitimate need for such aerosol cans or markers, that where such a need exists such aerosol cans or markers may be furnished by a parent or guardian and therefore, that within the city, the sale of such aerosol cans and markers to such a person should be prohibited and that persons engaged in the retail sale of such aerosol can should be prohibited from selling to persons under eighteen years of age.
2. For the purpose of this section, the term "broad-tipped indelible markers" means any felt-tipped marker or similar implement containing a fluid that is not water soluble and which has a flat or angled writing surface.

B. Prohibited Acts - Penalty.

1. No person shall write, paint or draw any inscription, figure or mark of any type on any public or private building or other structure or any other real or personal property owned, operated or maintained by a public benefit corporation, city or any agency or instrumentality thereof or by any person, firm or corporation [~~unless the expressed permission of the owner or operator of the property has been obtained~~].
2. No person shall carry an aerosol spray paint can or broad-tipped indelible marker into any public building or other public facility with the intent to violate the provisions of subsection (B)(1) of this section.



Report of Committee on Ordinances
41-13

-3-

3. No person shall cause to write upon, mar, deface or inscribe any symbol or markings upon any object or structure owned by or under the control of the city. *(Prior code § 21-25).*

4. Any person who violates the provisions of subsection (B)(1) or (2) of this section shall be fined **one hundred (\$100.00)** [~~fifty dollars (\$50.00)~~] for the first offense, and not more than **two hundred and fifty dollars (\$250.00)** [~~one hundred dollars (\$100.00)~~] for each subsequent offense. In addition thereto, in the discretion of the court, such person may be directed to remove any inscription, figure or mark of any type that is painted, written or drawn upon any structure without the express permission of the owner. Any person who violates the provision of subsection (B)(3) of this section shall be subject to a civil penalty of not more than **two hundred and fifty dollars (\$250.00)** [~~one hundred dollars (\$100.00)~~] for each offense.

(Prior code § 21-27)

9.08.070 – Graffiti on City Property—Prohibited.

No person shall cause to write upon, mar, deface or inscribe any symbol or markings upon any object or structure owned, **leased, rented, maintained** by or under the control of the city.

(Prior code § 21-25)

9.08.080 – Graffiti on City Property—Penalties.

Any person violating [~~Section 9.08.060~~] **Section 9.08.070** shall be fined, for a first offense, no less than one hundred dollars (\$100.00) and no more than two hundred fifty dollars (\$250.00); and, for any subsequent offense, no less than two hundred fifty dollars (\$250.00) and no more than one thousand dollars (\$1,000.00).

(Prior code § 21-26)



Report of Committee on Ordinances
41-13

-4-

Respectfully submitted,
THE COMMITTEE ON ORDINANCES


Richard M. Paoletto, Jr., Co-Chair


Eneida L. Martinez-Walker, Co-Chair


Lydia N. Martinez


Mary A. McBride-Lee


Rick Torres


Richard DeJesus


AmyMarie Vizzo-Paniccia

City Council Date: May 5, 2014

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

COMM. #85-13 Referred to Contracts Committee on
5/5/2014 (OFF THE FLOOR)

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

Howard Austin, Sr. & Richard DeJesus
Co-Chairs, Contracts Committee
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

May 5, 2014

**Re: Proposed Resolution Concerning Water Street / Downtown Intermodal Streetscape Project
(Copy attached)**

Dear Co-Chairs Austin and DeJesus:

City Council President Thomas McCarthy has authorized me to submit the above-referenced matter for REFERRAL TO CONTRACTS COMMITTEE at the May 5, 2014 City Council meeting. Two Motions are required to effectuate this referral as follows:

1. Motion to ADD THE ITEM TO THE AGENDA - 2/3 majority vote required per CT FOIA.
2. Motion to REFER THE ITEM TO CONTRACTS COMMITTEE - simple majority vote required.

It would be greatly appreciated if one of you could make the appropriate motions at the conclusion of tonight's Council meeting. Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi, City Attorney

Cc: Mayor Bill Finch

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas McCarthy, City Council President
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Jorge Garcia, Public Facilities Dir.
John Cottell, Deputy Public Facilities Dir.
David Kooris, OPED Dir.
Jon Urquidi, City Engineer
Steve Hladun, Spec. Projects Coord.
Christopher Anastasi, Sustainability Coord.
Davey Ives, Environmental Projects Coord.

RECEIVED
CITY CLERK'S OFFICE
2014 MAY -6 A 9:19
ATTEST
CITY CLERK

Proposed Resolution of the City Council of the City of Bridgeport, CT (“City”) to Authorize and Approve the Transfer of Title from the State of Connecticut (“State”) to the City for Water Street between Stratford Avenue and State Street in furtherance of the City’s Downtown Intermodal Streetscape Project (“Project”)

WHEREAS, the Federal Government has previously authorized and awarded the City grants for this Project in the amount of \$3,871,736 for construction and \$450,000 for the design and construction document preparation and the City has previously authorized the sale of General Obligation bonds to fund the City’s 20% match requirement; and

WHEREAS, the Federal Transportation Administration (FTA) has delegated authority directly to the City to implement this transportation project; and

WHEREAS, the State is the owner of Water Street between Stratford Avenue and State Street; and

WHEREAS, the City has received designs from engineering and landscape architecture professionals BL Companies for the project area to enhance pedestrian safety and calm traffic; and

WHEREAS, pedestrian access and safety as well as site beautification are the primary objectives of this project; and

WHEREAS, the Connecticut Department of Transportation (“CT DOT”) has issued official comments advocating for the removal of critical elements in the plan designed to protect pedestrians; and

WHEREAS, in order to protect pedestrians and preserve crucial elements of the downtown intermodal project, the City is committed to assuming ownership responsibilities, excluding all signalization infrastructure, for Water Street between Stratford Avenue and State Street; and

WHEREAS, Final responsibilities for the City and the State will be outlined in a separate maintenance Memorandum of Understanding (MOU) document.

NOW THEREFORE BE IT HEREBY RESOLVED: That the City shall formally accept and assume ownership of Water Street between Stratford Avenue and State Street and all roadway maintenance responsibilities including those for sidewalks, curbs, roadway surface, subsurface, etc., but excluding all traffic signalization infrastructure.

BE IT FURTHER RESOLVED: That the City shall be responsible for all landscaping and irrigation and traffic calming devices (including bump outs and speed tables) installed in Water Street between Stratford Avenue and State Street.

BE IT FINALLY RESOLVED: : That the Mayor is authorized, empowered and directed to enter into a Memorandum of Understanding (“MOU”) with the State implementing the substantive terms of this resolution in final form satisfactory to the CAO, Public Facilities Director, City Engineer and City Attorney.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

COMM. #86-13 Referred to Education & Social Services Committee
on 5/5/2014 (OFF THE FLOOR)

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

May 5, 2014

To: Fleeta Hudson

From: Renu Gupta

Re: Resolution: 2014 Early Childhood Bond Funds

On behalf of the Bridgeport Board of Education the City of Bridgeport seeks authorization for Mayor Finch to sign all related documents, contract and resolutions for a Grant for Early Childhood Bond Funds.

Please feel free to call me at 203-576-7732 with any questions.

Thank you

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 MAY -6 A 9:19



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE Early Childhood Bond Funds

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department/Bridgeport Board of Ed Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City's Board of Education has been awarded a total of \$96,600 from the CT State Department of Education. This grant will cover funding for multiple projects for the Minor Capital Improvement and Wiring for Technologies Grant. The scope of these projects falls into four categories: 1) Safety, 2) Improvements needed for National Association for the Education of Young Children (NAEYC) accreditation, 3) Wiring for Technology, and 4) Minor Construction. There is no required local match.

CONTRACT DATES: July 1st, 2013 to June 30th, 2015

PROGRAM GOALS AND OBJECTIVES

Under this program CT State Department of Education will assist the district with increasing safety through minor capital improvements at several schools in the district.

IF APPLICABLE

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

Federal: \$
State: \$96,600
City:
Other:

FUNDS RECEIVED

Capital projects: 96,600
Subcontracts: Yes ___ No X

WHEREAS, CT State Department of Education is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through 2014 Early Childhood Bond Funds and,

WHEREAS, funds under this grant will be used for minor capital improvements and wirings

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department/Bridgeport Board of Education, receive a contract award from the CT State Department of Education for funds to increase school safety through minor capital improvements and technology advancement.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's contract from the CT State Department of Education

That it hereby authorizes, directs and empowers the mayor or his designee to execute said contract with CT State Department of Education under 2014 Early Childhood Bond Funds and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

WHEREAS, Section 13(h)(2) of Public Act 13-239 authorizes the Department of Education, hereinafter referred to as the "GRANTOR," to provide grants-in-aid, by means of a contract, for the purpose of providing grants in aid to municipalities and organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as amended from time to time, for facility improvements and minor capital repairs to that portion of facilities that house school readiness programs and state-funded day care centers, and WHEREAS CITY OF BRIDGEPORT is such an entity and who shall hereinafter be referred to as the "GRANTEE," and WHEREAS the project(s) listed below have been recommended by the GRANTOR and funding was authorized by the State Bond Commission under Section 13(h)(2) of Public Act 13-239 at the meeting held on July 26, 2013, NOW, THEREFORE, the GRANTOR hereby authorizes a grant for facility improvements and minor capital repairs for:

BRIDGEPORT PUBLIC SCHOOLS \$96,600
(Further described on Page 6).

The GRANTEE agrees to the following terms and conditions:

1. The GRANTEE agrees that representatives of the GRANTOR may conduct inspections and examine such records and documents as they deem necessary to validate progress and payment requests at any reasonable time during or after construction.
2. Payment of the state grant may be made at such time or times as the GRANTOR shall determine within the authorization of funds by the State Bond Commission.
3. The GRANTEE agrees that the state participation in said project(s) will in no way exceed the amount herein agreed to. Any and all additional work not specifically authorized in writing by the GRANTOR will be the exclusive responsibility of the GRANTEE.
4. EXECUTIVE ORDERS. The Contract 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 Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.
5. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
6. NON-DISCRIMINATION. References to "Contract" in this section shall mean this Agreement for Grant Award.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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 the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the ground of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. CLAIMS AGAINST THE STATE. Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
8. STATE ELECTIONS ENFORCEMENT COMMISSION. For all State contracts, defined in Conn. Gen. Stat. § 9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached hereto as Attachment 1.
9. The GRANTEE agrees and warrants that in the performance of this contract he/she shall meet the requirements of all applicable federal, state, and local laws, ordinances, regulations, and codes.
10. In consideration of funds received under this Grant Award the GRANTEE, being the owner of said property described in SCHEDULE A (attached), agrees to the terms set forth in Section 9(e)(4) of Public Act 12-189. Pursuant to Section 15 of said Public Act, the GRANTEE agrees that the State hereby acquires a lien equal to the amount of this award on the property described in SCHEDULE A. The GRANTEE further agrees that a copy of this Grant Award shall be recorded on the land records as evidence of the State's lien on said property. Said lien shall terminate ten years from the date of such grant under this Grant Award, provided that, at said time, the premises for which this grant is made are still used by **CITY OF BRIDGEPORT** as a location for early childhood programs. If the premises are not so

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

used at said time, or cease to be so used at any time prior to ten years from the date of such grant under this Grant Award, this lien shall not terminate, and the State may immediately thereafter take any and all steps necessary, including sale of the property described in SCHEDULE A, to obtain reimbursement for the funds granted to the GRANTEE pursuant to this Grant Award. Repayment shall be made in an amount equal to the amount of the grant, except that the repayment amount shall be reduced by 10 percent (10%) for each full year of the ten-year period that the facility remained in operation. If the premises for which such grant-in-aid was made are owned by the state, a municipality or a housing authority, no lien need be placed.

11. The GRANTEE agrees that while performing duties specified in this contract, he/she shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "hold harmless" the State of Connecticut from any insurable cause whatsoever.
12. The GRANTEE shall provide for an audit acceptable to the GRANTOR, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.
13. The State of Connecticut assumes no liability for payment under the terms of this contract until said GRANTEE is notified by the GRANTOR that said contract has been approved by the Department of Education and the Office of the Attorney General.

SCHEDULE A

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

DESCRIPTION OF USE OF BOND FUND AWARD

Site Location:

Cesar Batalla School, 606 Howard Avenue, Bridgeport, CT 066605
Barnum School, 495 Waterview Avenue, Bridgeport, CT 06608
Blackham School, 425 Thorne Street, Bridgeport, CT 06606
Hallen School, 68 Omega Avenue, Bridgeport, CT 06606
Marin School, 479 Helen Street, Bridgeport, CT 06608
Read School, 130 Ezra Street, Bridgeport, CT 06606
Tisdale School, 250 Hollister Avenue, Bridgeport, CT 06607
Beardsley School, 500 Huntington Road, Bridgeport, CT 06610
Bryant School, 230 Poplar Street, Bridgeport, CT 06605
Waltersville School, 150 Hallett Street, Bridgeport, CT 06608
Columbus School, 275 George Street, Bridgeport, CT 06604
Park City Magnet, 1526 Chopsey Hill Rd, Bridgeport, CT 06606

Owner of Site:

CITY OF BRIDGEPORT

Services Provided at the Site:

EARLY CHILDHOOD PROGRAM FOR STUDENTS AGES 3 - 5

Use of Bond Fund Award:

Beardsley School \$24,000
Renovation of 2 bathrooms; radiator covers

Luis Munoz Marin \$3,000
Heavy duty playground fence

Bridgeport Public Schools \$69,600
Forty-four (44) security radios for preschool classrooms at 12 schools:
Tisdale (4)
Waltersville (4)
Marin (3)
Barnum (3)
Batalla (4)
Bryant (4)
Hallen (3)
Read (4)
Park City Magnet (3)
Beardsley (4)
Blackham (4)
Columbus (4)

AGREEMENT FOR GRANT AWARD
BETWEEN
DEPARTMENT OF EDUCATION, IN CONSULTATION WITH THE OFFICE OF EARLY CHILDHOOD
AND
CITY OF BRIDGEPORT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below.

GRANTEE: CITY OF BRIDGEPORT

By _____ L.S.
Its (title) _____, duly authorized

Date

DEPARTMENT OF EDUCATION

By _____ L.S.
Interim CFO, duly authorized

Date

OFFICE OF THE ATTORNEY GENERAL

By _____
Attorney General (approved as to form)

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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