

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 4, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of Frank Recchia of News 12 Connecticut for the exceptional work he has done on behalf of Persons with Disabilities.

City Council Citation: In Recognition of Frank Recchia of News 12 Connecticut for the exceptional work he has done on behalf of Persons with Disabilities.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: June 2, 2014

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 138-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Julio Berdecia, **ACCEPTED AND MADE PART OF THE RECORD.**
- 142-13** Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings an Affordable Housing Development Located at 252 Hallett Street, referred to Economic and Community Development and Environment Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 141-13** Communication from City Attorney re: Proposed FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 Located at Igor I. Sikorsky Memorial Airport **FOR IMMEDIATE CONSIDERATION.**

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

- 137-13** Resolution presented by Council Members Brannelly and Marella re: Proposed Resolution to establish Regular Budget Updates from City Departments as a standing agenda item for the regular monthly meetings of the City Council's Budget and Appropriations Committee, referred to Budget and Appropriations Committee.

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

**139-13** Resolution presented by Council Members Torres and Brannelly re: Proposed Request that a Speed Limit of 20 MPH with appropriate speed warning signage be posted along designated areas of Grovers Avenue and Gilman Street, referred to Board of Police Commissioners.

**140-13** Resolution presented by Council Members McCarthy and Austin re: Proposed Request that a Stop Sign with appropriate signage be installed on Alexander Avenue and Truman Street, referred to Board of Police Commissioners.

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

**\*58-13** Contracts Committee Report re: 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.

**\*119-13** Contracts Committee Report re: Memorandum of Understanding (MOU) and License Agreement with Sacred Heart University, Inc.

**\*118-13** Economic and Community Development and Environment Committee Report re: Grant Submission: 2014 Preventive Health and Health Services Block Grant.

**\*120-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Referendum on Renewal of City and Town Development Act.

**\*124-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Elderly Hispanic Program.

**\*125-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Tai Chi Program.

**\*126-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for East Side Senior Center Program.

**\*127-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Chore Program.

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

- \*128-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection NPS 319 Grant for Blackham School LID Retrofit Project.
- \*129-13** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Environmental Protection Agency (EPA) for a FY 2014 Brownfield Cleanup Grant Program for site Located at 80 Hastings Street.
- \*131-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Development Agreement for the New Construction of 56 Residential Units Located at 3336 Fairfield Avenue (Riverbank Landing).
- \*132-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development Round 5 Brownfield Grant - 1564 Seaview Avenue.
- \*133-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Office of Policy & Management – Youth Services Prevention Grant for the Office of Neighborhood Revitalization Mentoring Program.
- \*134-13** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Department of Agriculture Farmers Market Promotion Program – Bridgeport Farmer’s Market Collaborative Incentive and Education Expansion.
- \*123-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Ryan Keane.
- \*106-13** Education and Social Services Committee Report re: Grant Application to Authorize School Construction work for the Roof Replacement at Thomas Hooker School for referral to the Budget and Appropriations Committee.

**MATTERS TO BE ACTED UPON:**

- 117-13** Miscellaneous Matters Committee Report re: Appointment of Alfred Yazbak (D) to the WPCA Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 4, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

City finances and ethical behavior.

Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

A "Shame on You Award" to the Council for not responding to unjust termination matter.

Yvonne Robinson  
101 Cowles Street  
Bridgeport, CT 06607

Issues concerning ongoing harassment caused by neighbor.

John Slater  
241 Wilson Street  
Bridgeport, CT 06605

City Council responsibilities.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, AUGUST 4, 2014  
6:30 PM**

**CALL TO ORDER**

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

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

- 130<sup>th</sup> District: Rick Torres
- 131<sup>st</sup> District: Jack Banta, Denise Taylor-Moye
- 132<sup>nd</sup> District: Robert Halstead
- 133<sup>rd</sup> District: Thomas McCarthy, Howard Austin
- 134<sup>th</sup> District: AmyMarie Vizzo-Paniccia
- 135<sup>th</sup> District:
- 136<sup>th</sup> District: Alfredo Castillo
- 137<sup>th</sup> District: Lydia Martinez, Milta Feliciano
- 138<sup>th</sup> District: Richard Paoletto
- 139<sup>th</sup> District: Eneida Martinez-Walker, James Holloway

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG - 7 P 2:53

City Clerk Hudson that a quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 4, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

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

City finances and ethical behavior.

Council President McCarthy then called the first speaker listed who was John Marshal Lee. Mr. Lee was not present.

**Cecil C. Young**  
99 Carroll Avenue  
Bridgeport, CT 06607

A "Shame on You Award" to the Council for not responding to unjust termination matter.

Mr. Young said that he would like to express his sympathy to the Mayor in the recent passing of the Mayor's father.

Mr. Young then gave his opinion regarding the lack of Council response regarding an unjust termination. He said that while the termination was not the fault of the Council, it was the Council's responsibility to respond to the facts as presented in his documentation. He encouraged everyone to go to his website to see all the information that he was speaking about. He reminded the Council that they had sworn to be impartial and pointed out that he was not a slave, but a homeowner.

**Yvonne Robinson**  
101 Cowles Street  
Bridgeport, CT 06607

Issues concerning ongoing harassment  
caused by neighbor.

Ms. Robinson then came forward and introduced herself. She said that she was working two jobs and works hard. One of her neighbors has been harassing Ms. Robinson and the other neighbors by calling the police on them. Ms. Robinson asked if someone would do something about this woman's mental health

**John Slater**  
241 Wilson Street  
Bridgeport, CT 06605

City Council responsibilities.

Mr. John Slater, from the Bridgeport Republican Town Committee, came forward to speak before the Council. He expressed deep condolences to the Mayor in the loss of his father.

Mr. Slater then listed his concerns regarding the Council stipends of \$9,000 and the use these funds being used for charitable purposes. He wished to know why there had been no investigation of this issue.

**Ms. Crystal Mack**, a Bridgeport resident, was the next speaker. She expressed her condolences in the passing of the Mayor's father. She said that she was present regarding the injustices that had been done to the minorities. She said that there was a lack of leadership, particularly for the children. She said that the educators should know better and that there was a constitutional law for some people, but not for others. When the mental health facilities are closed and the jails are opened up, it is a travesty. She said that the responsibility starts with the politicians and the works its way down to the police department. She then gave an overview of the historical events starting with Brown vs. the Board of Education in 1957 to 1977 and to the present. She said that there was too much disrespect going on and it has to stop.

**Mr. Clyde Nicholson** then came forward to address the Council. He said that it was a shame for the City regarding the amount of money that the City is spending on the City Attorney's. He said that having City Attorneys sitting around getting this kind of payment was absurd. He then said that when the City Attorney is present at a meeting, he will take over the meeting without the Chairperson's permission. He then listed the amount of money that had been budgeted to City Attorney's Office. He mentioned that Dr. Ramos had left the BOE and would be receiving health

insurance from the City until he was 65 years old, but there were many people in Bridgeport who were simply looking for work.

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

**ADJOURNMENT**

Council President McCarthy closed the public speaking at 7:07 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, AUGUST 4, 2014**  
**7:00 PM**

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

**CALL TO ORDER**

Council President McCarthy called the City Council Meeting to order at 7:08 p.m.

**PRAYER**

Council Member Taylor-Moye led those present in a short prayer.

**PLEDGE OF ALLEGIANCE**

Council President McCarthy then requested Senator Blumenthal to come forward to lead those present in reciting the Pledge of Allegiance.

Council President McCarthy asked for a moment of silence in recognition of Mayor Finch's father who passed away recently.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

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

A quorum was present.

**Mayoral Proclamation: In Recognition of Frank Recchia of News 12 Connecticut for the exceptional work he has done on behalf of Persons with Disabilities.**

**City Council Citation: In Recognition of Frank Recchia of News 12 Connecticut for the exceptional work he has done on behalf of Persons with Disabilities.**

Council President McCarthy then spoke briefly about Mr. Recchia and the work that he has done on behalf of people with disabilities.

Senator Blumenthal said that he would like to mention Mayor Finch's father and said that this was the passing of another member of the Greatest Generation.

Senator Blumenthal said that he lives in a world where it is important for people to give back. He then listed a number of things that Mr. Recchia had done for the disabled. Senator Blumenthal then thanked Mr. Recchia for all that he has done and wished to pay tribute to News 12, who have encouraged Mr. Recchia in this endeavor. He spoke about the impact of local news on the residents of the area.

Council President McCarthy then recognized Mr. Tom Appleby, the News Director for News 12.

Council Member Martinez-Walker came forward and spoke about the great support that she had received for the homeless and others in need through Mr. Recchia's stories that were broadcasted on News 12.

Council President McCarthy then invited Mr. Recchia's parents forward and then read the Mayoral Proclamation.

Council Member Martinez then presented Mr. Recchia with a certificate of appreciation in recognition of his various actions on behalf of people with disabilities in the City of Bridgeport.

Mr. Recchia then thanked everyone for the honor and extended his condolences to Mayor Finch. He said that it was very important to present local stories fairly and accurately. He then spoke about how News 12 had influenced him and personally thanked Mr. Appleby for all his support.

Council President McCarthy then stated that Council Members McBride and Salter were out of town on vacation, Council Member Brannelly had a family obligation, Council Member Lyons had a family emergency and Council Member Swain was experiencing car trouble in another town.

Council President McCarthy then thanked Senator Blumenthal for attending the meeting.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: June 2, 2014.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF JUNE 2, 2014.  
\*\* COUNCIL MEMBER AUSTIN SECONDED.  
\*\* THE MOTION TO APPROVE THE MINUTES OF JUNE 2, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THAT THE FOLLOWING COMMUNICATIONS BE REFERRED TO COMMITTEE:**

**138-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH JULIO BERDECIA, ACCEPTED AND MADE PART OF THE RECORD.**

**142-13 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE AGREEMENT FOR CRESCENT CROSSINGS AN AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 252 HALLETT STREET, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.  
\*\* THE MOTION TO REFER THE ABOVE NAMED ITEMS TO COMMITTEE PASSED UNANIMOUSLY.**

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

**\*\* COUNCIL MEMBER PAOLETTO MOVED THAT THE FOLLOWING ITEMS BE REFERRED TO COMMITTEE:**

**137-13 RESOLUTION PRESENTED BY COUNCIL MEMBERS BRANNELLY AND MARELLA RE: PROPOSED RESOLUTION TO ESTABLISH REGULAR BUDGET UPDATES FROM CITY DEPARTMENTS AS A STANDING AGENDA ITEM FOR THE REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL'S BUDGET AND APPROPRIATIONS COMMITTEE, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.**

**139-13 RESOLUTION PRESENTED BY COUNCIL MEMBERS TORRES AND BRANNELLY RE: PROPOSED REQUEST THAT A SPEED LIMIT OF 20 MPH WITH APPROPRIATE SPEED WARNING SIGNAGE BE POSTED ALONG DESIGNATED AREAS OF GROVERS AVENUE AND GILMAN STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**140-13 RESOLUTION PRESENTED BY COUNCIL MEMBERS MCCARTHY AND AUSTIN RE: PROPOSED REQUEST THAT A STOP SIGN WITH**

**APPROPRIATE SIGNAGE BE INSTALLED ON ALEXANDER AVENUE AND TRUMAN STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**\*\* COUNCIL MEMBER MARTINEZ-WALKER SECONDED.**

**\*\* THE MOTION TO REFER THE ABOVE NAMED ITEMS TO COMMITTEE PASSED UNANIMOUSLY.**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**141-13 Communication from City Attorney re: Proposed FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 Located at Igor I. Sikorsky Memorial Airport FOR IMMEDIATE CONSIDERATION.**

Council President McCarthy explained that there would need to be two votes needed for the item. The first vote would be to waive referral on the item.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO WAIVE REFERRAL TO COMMITTEE DUE TO FACT THAT TIME IS OF THE ESSENCE SINCE THE EXECUTIVE GRANT OFFER/AGREEMENT MUST RETURNED TO THE FAA ON OR BEFORE NOON, MONDAY, AUGUST 18, 2014 AND THE CITY COUNCIL IS NOT SCHEDULED TO MEET AGAIN UNTIL SEPTEMBER 2014.**

**\*\* COUNCIL MEMBER TORRES SECONDED.**

**\*\* THE MOTION TO WAIVE THE REFERRAL TO COMMITTEE FOR AGENDA ITEM 141-13 PASSED UNANIMOUSLY.**

Council President McCarthy said that the item was now on the Council Agenda. He stated that an email with the information and summary had been sent to the Council Members earlier. He said that this was essentially approval for the City to accept the Federal funding to complete airport safety zone.

Atty. Pacacha came forward and greeted the Council Members. He said that the most important aspect was the acceptance of the funding for the airport. The City must accept the Federal funding by August 18th. The Federal Government has set the deadline. Atty. Pacacha then listed the various documents that need to be submitted and explained that this deadline was before the next scheduled Council Meeting in September.

**\*\* COUNCIL MEMBER MARTINEZ-WALKER MOVED TO APPROVE FAA GRANT OFFER/AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-09-0002-029-2014 AND TO AUTHORIZE, EMPOWER AND DIRECT MAYOR BILL FINCH TO EXECUTE SAME ON BEHALF OF THE CITY, THE PROJECT MANAGER.**

**\*\* COUNCIL MEMBER AUSTIN SECONDED.**

**\*\* THE MOTION TO APPROVE FAA GRANT OFFER/AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-09-0002-029-2014 AND TO AUTHORIZE, EMPOWER AND DIRECT MAYOR BILL FINCH TO EXECUTE SAME ON BEHALF OF THE CITY, THE PROJECT MANAGER PASSED WITH ELEVEN**

**(11) IN FAVOR (TORRES, BANTA, TAYLOR-MOYE, AUSTIN, VIZZO-PANICCIA, CASTILLO, MARTINEZ, FELICIANO, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY) AND ONE OPPOSED (HALSTEAD).**

Council President McCarthy announced that the Superintendent of Schools had requested that Agenda Item 106-13 Education and Social Services Committee Report re: Grant Application to Authorize School Construction work for the Roof Replacement at Thomas Hooker School for referral to the Budget and Appropriations Committee be removed from the agenda at this time.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO WITHDRAW AGENDA ITEM 106-13 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT APPLICATION TO AUTHORIZE SCHOOL CONSTRUCTION WORK FOR THE ROOF REPLACEMENT AT THOMAS HOOKER SCHOOL FOR REFERRAL TO THE BUDGET AND APPROPRIATIONS COMMITTEE.**

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

**\*\* THE MOTION TO WITHDRAWN AGENDA ITEM 106-13 FROM THE AGENDA PASSED UNANIMOUSLY.**

Council Member Torres then requested that Agenda Item 131-14 be removed from the Consent Calendar.

Council Member Feliciano requested that Agenda Item 133-13 be removed from the Consent Calendar.

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

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

**\*58-13 CONTRACTS COMMITTEE REPORT RE: 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.**

**\*119-13 CONTRACTS COMMITTEE REPORT RE: MEMORANDUM OF UNDERSTANDING (MOU) AND LICENSE AGREEMENT WITH SACRED HEART UNIVERSITY, INC.**

**\*118-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: 2014 PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT.**

**\*120-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING**

**A REFERENDUM ON RENEWAL OF CITY AND TOWN DEVELOPMENT ACT.**

**\*124-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON THE AGING (SWCAA) TITLE III FUNDS FOR ELDERLY HISPANIC PROGRAM.**

**\*125-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON THE AGING (SWCAA) TITLE III FUNDS FOR TAI CHI PROGRAM.**

**\*126-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON THE AGING (SWCAA) TITLE III FUNDS FOR EAST SIDE SENIOR CENTER PROGRAM.**

**\*127-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON THE AGING (SWCAA) TITLE III FUNDS FOR CHORE PROGRAM.**

**\*128-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION NPS 319 GRANT FOR BLACKHAM SCHOOL LID RETROFIT PROJECT.**

**\*129-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR A FY 2014 BROWNFIELD CLEANUP GRANT PROGRAM FOR SITE LOCATED AT 80 HASTINGS STREET.**

**\*132-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT ROUND 5 BROWNFIELD GRANT - 1564 SEAVIEW AVENUE.**

**\*134-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS MARKET PROMOTION PROGRAM - BRIDGEPORT FARMER'S MARKET COLLABORATIVE INCENTIVE AND EDUCATION EXPANSION.**

**\*123-13 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH RYAN KEANE.**

**\*\* COUNCIL MEMBER BANTA SECONDED.**

**\*\* THE MOTION TO APPROVE THE ABOVE ITEMS ON THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

Council President McCarthy then said that Agenda Item 58-13 was for the Connecticut Aerospace Hall of Fame and Museum, Inc. for the Location of the Connecticut Air & Space Center at Igor Sikorsky Memorial Airport and went on to thank all the volunteers for their hard work on this project. He then named the representatives from the Air & Space Museum who were present at the meeting.

**131-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Development Agreement for the New Construction of 56 Residential Units Located at 3336 Fairfield Avenue (Riverbank Landing).**

**\*\* COUNCIL MEMBER BANTA MOVED TO AMEND BY SUBSTITUTION AS SUBMITTED AT THE MEETING ON JULY 22, 2014.**

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

**\*\* THE MOTION TO AMEND BY SUBSTITUTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER MOVED TO APPROVE THE ITEM 131-13 AS AMENDED.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Torres said that for many years, the City has decided to play poor kid on the block. He said that people of means are coming to Bridgeport with development proposals on the condition that they will be given large tax breaks. This is not middle income development or located in an area of Bridgeport that is in need of development. Council Member Torres said that if not now, he hoped at some point the Council would realize that all the various developers need tax cuts rather than only for some. This would start the process of generalizing growth. He said that this was actually a mugging and hoped that the Council would put a stop to this practice.

Council Member Halstead said that he agreed with Council Member Torres and he felt that there should have been more analysis done. He said that the parcel was overgrown with invasive plants such as sumac and weeds, but the developer was coming to the City for a tax break.

A roll call vote was then taken.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 131-13 AS AMENDED PASSED WITH ELEVEN (11) IN FAVOR (BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, DEJESUS, MARTINEZ, FELICIANO, PAOLETTO, MARTINEZ-WALKER, AND HOLLOWAY) AND THREE (3) OPPOSED (TORRES, HALSTEAD, AND CASTILLO).**

**133-13 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Office of Policy & Management – Youth Services Prevention Grant for the Office of Neighborhood Revitalization Mentoring Program.**

**\*\* COUNCIL MEMBER FELICIANO MOVED TO TABLE AGENDA ITEM 133-13 AND SEND IT BACK TO COMMITTEE TO GET A LIST OF ORGANIZATION INVOLVED.**

**\*\* COUNCIL MEMBER MARTINEZ-WALKER SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON:**

**117-13 Miscellaneous Matters Committee Report re: Appointment of Alfred Yazbak (D) to the WPCA Commission.**

Council President McCarthy said that Mr. Yazbak had requested that this item be tabled to next full Council meeting.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO TABLE 117-13 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF ALFRED YAZBAK (D) TO THE WPCA COMMISSION TO THE NEXT FULL COUNCIL MEETING.**

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

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE POLICE COMMISSION TO THE AGENDA.**

**\*\* COUNCIL MEMBER MARTINEZ-WALKER SECONDED.**

**\*\* THE MOTION TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE POLICE COMMISSION TO THE AGENDA PASSED UNANIMOUSLY.**

Council Member Paoletto said that he had two items that he would like to have referred to Committee. One of the items is for light fixture and the second is for a street sign.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER AN ITEM REGARDING A STREET LIGHT TO THE POLICE COMMISSION.**

**\*\* COUNCIL MEMBER FELICIANO SECONDED.**

**\*\* THE MOTION TO REFER AN ITEM REGARDING A STREET LIGHT TO THE POLICE COMMISSION PASSED UNANIMOUSLY. (ITEM #144-13)**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE POLICE COMMISSION TO THE AGENDA.**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.**

**\*\* THE MOTION TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE POLICE COMMISSION TO THE AGENDA PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER AN ITEM REGARDING A STREET SIGN TO THE POLICE COMMISSION.**

**\*\* COUNCIL MEMBER TORRES SECONDED.**

**\*\* THE MOTION TO REFER AN ITEM REGARDING A STREET LIGHT TO THE POLICE COMMISSION PASSED UNANIMOUSLY. (ITEM #143-13)**

Council Member Martinez-Walker then announced that there would be a Project Homeless presentation at Seaton Hall on the University of Bridgeport campus from 10 a.m. to 3 p.m. on August 5th. She encouraged the Council Members to attend if possible.

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE ECDCE COMMITTEE TO THE AGENDA.**

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

**\*\* THE MOTION TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO ECDCE COMMITTEE TO THE AGENDA PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO REFER AN ITEM REGARDING AFFORDABLE HOUSING TO THE ECDCE COMMITTEE.**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.**

**\*\* THE MOTION TO REFER AN ITEM REGARDING PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE AGREEMENT FOR THE LAURELWOOD PLACE APARTMENTS AN AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 585 NORMAN STREET TO THE ECDCE COMMITTEE PASSED UNANIMOUSLY. (ITEM #145-13)**

### ADJOURNMENT

**\*\* COUNCIL MEMBER AUSTIN MOVED TO ADJOURN.**

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

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:05 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
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Eroll V. Skyers

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Facsimile (203) 576- 8252

**COMM. #138-13 ACCEPTED AND MADE PART OF THE RECORD**

July 8, 2014

On 8/4/2014

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

Re: **SETTLEMENT OF CLAIM**  
**Julio Berdecia v. R. Mercado, et. al., Docket No. 3:12-CV-00757**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable to Julio Berdecia. The action is claiming a violation to Mr. Berdecia's rights under the Fourth Amendment and personal injuries during an arrest which occurred on June 7, 2009.

Pursuant to the City Council's recently amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/

RECEIVED  
CITY CLERK'S OFFICE  
2014 JUL 10 P 4: 16  
ATTEST  
CITY CLERK



BILL FINCH  
Mayor

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

DAVID M. KOORIS  
Director

COMM. #142-13 Ref'd to ECD&E Committee  
on 8/4/2014

Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06605

July 30, 2014

Dear City Clerk:

Attached, please find a resolution authorizing a Tax Incentive Development Agreement for the Crescent Crossing Development at 252 Hallett Street. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman  
Director of Neighborhood Development

CC: Mayor Finch  
Andrew Nunn, CAO  
David Kooris, OPED

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2014 JUL 30 P 5:04

A Resolution by the Bridgeport City Council  
Authorizing a Tax Incentive Agreement  
for Crescent Crossings  
an Affordable Housing Development  
at 252 Hallett Street

**Whereas** Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the “Statute”) provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the “State”) to provide for the State’s reimbursement, at the State’s discretion, to the municipality of such taxes abated for this purpose;

**Whereas** the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing.

Whereas, Crescent Crossing, located at 252 Hallett Street (the “Property”), is a proposed 93-unit affordable housing, mixed-income development, deed-restricted for low and moderate income residents earning less than Sixty (60%) percent of the Area’s Median Income;

Whereas the Property, owned by the Bridgeport Housing Authority (the “Owner”) is to be devoted in part to replacement housing for Marina Village;

Whereas, Crescent Crossings LLC (the “Developer”), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to invest approximately \$32 million in the new construction of this 93-unit development (the “Project”);

Whereas, the Developer has requested a Tax Incentive Development Agreement to establish a fixed tax payment schedule for the Project;

**Whereas** the City of Bridgeport’s Office of Planning and Economic Development (“OPED”) finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City’s Master Plan and that it is in the City’s interest to support the reinvestment in the Property;

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per industry standards and OPED has reviewed the proforma to arrive at its judgment of what is an appropriate tax payment schedule at 5% of the Project’s Effective Gross Income (“EGI”):

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City’s Tax Incentive Development Program (the “Ordinance”) and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes at the payment schedule described herein, the Development shall not attract the capital it needs to proceed;

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance;

Whereas it is in the City's interest to encourage the development of high quality affordable housing;

Whereas, the Developer has a solid track record in developing and managing such projects;

NOW THEREFORE BE IT RESOLVED that the Director of the Office of Planning and Economic Development or his designee is authorized to negotiate and execute a Tax Incentive Development Agreement for which the base annual tax payment in the first year of operation shall amount to no less than \$46,500, or roughly \$500 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 40 years;

BE IT FURTHER RESOLVED that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

141-13

*Referrals:*

**COMMUNICATION**

**FROM:** Mark T. Anastasi  
City Attorney

**Re:** Proposed FAA Grant Offer / Agreement for Airport Improvement Program (AIP)  
Project No. 3-09-0002-029-2014 located at Igor I. Sikorsky Memorial Airport,  
Stratford, CT.

**REFERRED TO: IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** August 4, 2014

**ADOPTED:** \_\_\_\_\_

**ATTEST:** *Hector S. Stinson*

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

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COMM. #141-13 Ref'd for Immediate Consideration  
on 8/4/2014

July 29, 2014

City Council  
Of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project  
No. 3-09-0002-029-2014 at Igor I. Sikorsky Memorial Airport, Stratford, CT**

Dear Honorable City Council Members:

Enclosed herewith is a copy of the above-referenced document, together with a transmittal letter dated July 16, 2014 from the Federal Aviation Administration, N.E. Region to Airport Mgr. Pauline Mize.

This document is being submitted FOR IMMEDIATE CONSIDERATION at the August 4<sup>th</sup> City Council meeting (with the approval of City Council President Tom McCarthy) and will appear on the printed Agenda. The reason for the request for Immediate Consideration is that the FAA has imposed a hard deadline of August 18, 2014 for the duplicate originals of this document to be returned to it, approved by the City Council and executed by the Mayor.

In order to effectuate this request, the following two Motions (**TO BE MADE VERBATIM**) will be required.

- 1. Motion for Immediate Consideration and to Waive Referral to Committee due to the fact that "time is of the essence" since the executed Grant Offer/Agreement must be returned to the FAA on or before noon, Monday, August 18, 2014 and the City Council is NOT scheduled to meet again until September, 2014 - 2/3 Vote of those Council members present and voting required per BPT Charter, Ch.5, Sec. 5 (d), and**
- 2. Motion to Approve FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 and to authorize, empower and direct Mayor Bill**

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2014 JUL 30 P 4: 38  
ATTEST  
CITY CLERK

Anastasi to City Council  
Re: AIP Grant Offer/Agreement  
Dated: July 29, 2014  
Page 2 of 3

[REDACTED] - simple majority vote the members present and voting required.

FYI - per Pres. McCarthy's direction, I will be e-mailing a copy of this cover letter and the Grant Offer/Agreement (w/o attachments) to all Council Members so that you can familiarize yourselves ASAP with this request for approval prior to Monday's Council meeting. The full document w/attachments will be delivered with your Council meeting package.

Key facts and circumstances to be aware of in your review and deliberation of this submittal are:

- The City Council previously approved the project to enhance airport safety by adding an Engineered Material Arresting System (EMAS) to the end of Runway 6/24, along with the realignment of Route 113, Stratford and runway resurfacing and authorized the City's 5% matching grant funds.
- The total project cost for the Runway safety zone enhancement portion of the project (Part I) is approximately \$25,161,346.59.
- The FAA is contributing approximately \$22,645,211.93 in grant funding.
- The FAA is providing its grant funding in two (2) separate offers for federal fiscal budgetary reasons.
- The maximum amount of FAA Grant funds for this initial grant fund offer for airport development is \$16,660,716.
- The FAA will follow this initial offer with a second offer of approximately \$5,984,495.90 within the next couple of months.
- NO AMENDMENTS to the Grant Offer/Agreement are permitted by the FAA.
- The City Council as the sponsor City's governing body MUST AUTHORIZE the Mayor to execute the Grant Offer/Agreement.
- The executed Grant Offer/Agreement MUST BE FILED with the FAA on or before noon, Monday, August 18, 2014.

Airport Manager Pauline Mize and a representative of the City Attorney's Office will be in attendance at the Council's August 4<sup>th</sup> meeting to answer any pertinent questions you may have.

Anastasi to City Council  
Re: AIP Grant Offer/Agreement  
Dated: July 29, 2014  
Page 3 of 3

Thank you for your consideration of this time sensitive request.

Very truly yours,

A handwritten signature in black ink that reads "Mark T. Anastasi". The signature is written in a cursive style with a long horizontal flourish at the end.

Mark T. Anastasi  
City Attorney

Cc: Mayor Bill Finch  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Pauline Mize, Airport Mgr.  
Molree Williams-Lender, Deputy CAO  
Arthur Laske, Deputy City Atty.  
Ronald Pacacha, Assoc. City Atty.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

Date of Offer

Airport/Planning Area

AIP Grant Number

DUNS Number

I.I. Sikorsky Memorial Airport

3-09-0002-029-2014

07-540-4137

**TO:** City of Bridgeport, Connecticut  
(herein called the "Sponsor")

**FROM:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 27, 2014, for a grant of Federal funds for a project at or associated with the I.I. Sikorsky Memorial Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the I.I. Sikorsky Memorial Airport (herein called the "Project") consisting of the following:

Realign Connecticut Route 113 (Maine Street) in preparation of Runway Safety Area Project and Construct Runway 06/24 Runway Safety Area with Engineered Materials Arrestor System (EMAS) – Part I to include mitigation, relocation of road and relocation of utilities,

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$16,660,716.  
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
  - \$0 for planning
  - \$16,660,716 for airport development or noise program implementation
  - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 18, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or

to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
  - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect;or
    3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a

private entity –

1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated April 2014, submitted with the project application is made a part of this grant agreement.

#### SPECIAL CONDITIONS

21. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between The City of Bridgeport, as principal, and the Connecticut Airport Authority (CAA), as agent, created by a Memorandum of Understanding dated July 11, 2014, which is incorporated herein by reference.
22. **LIGHTING:** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
23. **TEMPORARY NAVAIDS:** The Sponsor agrees that the PAPI equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
24. **ENVIRONMENTAL:** The environmental approval for this project was issued on September 28, 2011. This project includes the following mitigation measures:  
Removal of Raymark material and environmental mitigations consistent with the 2011 Record of Decision. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
25. **EMAS BLOCK PRE-PURCHASE:** The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.  
The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
26. **WILDLIFE FENCE:** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
27. **UTILITIES PRORATION:** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the AT&T, Southern CT Gas Co., United Illuminating, Aquarion Water, Cablevision and Fiber Tech included in the project must not exceed 50 percent.
28. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement

Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - 1) location of all runways, taxiways, and aprons;
    - 2) dimensions;
    - 3) type of pavement, and;
    - 4) year of construction or most recent major rehabilitation.
  - b. Inspection Schedule.
    - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. Drive-By Inspection.
    - 2) A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - a. inspection date;
  - b. location;
  - c. distress types; and
  - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**29. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:**

The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - (3) Procedures for determining that the testing laboratories meet the requirements of the American

Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

- (4) Qualifications of engineering supervision and construction inspection personnel.
  - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

**30. PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:**

The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

**31. CONSULTANT CONTRACT AND COST ANALYSIS:** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

**32. FORCE ACCOUNT:** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel and State of Connecticut' personnel must receive approval from the FAA prior to Sponsor and or the State incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.

**33. NON-AIP WORK IN APPLICATION:** The Sponsor understands and agrees that:

- 1) the Project Application includes the planning and/or construction of the Environmental mitigation outside the established perimeter of AIP eligible remediation as established in the final project design documents that is not being funded with any Federal funding in this project;
- 2) although the Sponsor has estimated a total project cost of \$27,588,017, the total allowable cost for purposes of determining federal participation will not exceed \$25,161,346;

- 3) it must maintain separate cost records for the AIP and non-AIP work;
- 4) all cost records must be made available for inspection and audit by the FAA;
- 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Ms. Mary T. Walsh**

*(Typed Name)*

**Manager, Airports Division, New England Region**

*(Title)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Bridgeport, Connecticut**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Typed Title of Sponsor)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:  
*(Typed Name of Sponsor's Attorney)*

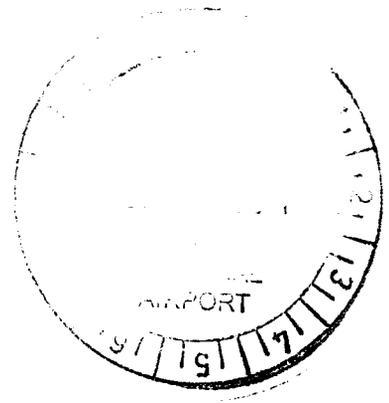
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Connecticut. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PROJECT APPLICATION



**Investigative and Remedial Design Services and  
Construction Services for the Re-Alignment of  
Main Street (CT Route 113), Runway 24 Safety  
Area and Installation of EMAS**

**AIP 3-09-0002-0XX-2014**

**IGOR I. SIKORSKY MEMORIAL AIRPORT  
Stratford, Connecticut**

*Prepared by:*

*URS Corporation  
Rocky Hill, Connecticut*

*June, 2014*

**PROJECT APPLICATION - AIP 3-09-0002-0XX-2014**

**Igor I. Sikorsky Memorial Airport**

Investigative and Remedial Design Services & Construction Services for the  
Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation  
of EMAS

**VOLUME I                    PROJECT APPLICATION**

Section	Description
1	Application for Federal Assistance Form SF 424 Form 5100-100 Program Narrative Attachments <ul style="list-style-type: none"> <li>1.1    Approved DBE Goals for FY2014</li> <li>1.2    Tribal Consultation Letter</li> <li>1.3    US Fish and Wildlife Service Letter</li> <li>1.4    State Historic Preservation Letter</li> <li>1.5    Project Sketch</li> <li>1.6    Ineligible Exclusions</li> <li>1.7    MOU - City of Bridgeport/CAA/CTDOT</li> </ul>
2	Standard Sponsor Certification Forms Selection of Consultants Project Plans and Specifications Drug Free Workplace Equipment/Construction Contracts Certification of Contracts, Grants, Loans, and Cooperative Agreements Exhibit "A" Certification Exhibit "A" Property Map
3	Airport Assurances Standard Grant Assurances for Airport Sponsors

**VOLUME II                    SUPPLEMENTAL INFORMATION**  
(See Separate Attachment)

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify) :
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received: JUN 27 2014	4. Application Identifier: AIP 3-09-0002-29-2014	
5a. Federal Entity Identifier: AIP 3-09-0002-0XX-2014	* 5b. Federal Award Identifier:	
<b>State Use Only:</b>		
6. Date Received by State:	7. State Application Identifier:	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: City of Bridgeport, Connecticut		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 06-730246K	*c. Organizational DUNS: 075404137	
<b>d. Address:</b>		
* Street1: 1000 Great Meadow Road - Administration Building		
Street 2: Igor I. Sikorsky Memorial Airport		
* City: Bridgeport		
County:		
* State: Connecticut		
Province:		
Country: USA		
*Zip/ Postal Code: 06615		
<b>e. Organizational Unit:</b>		
Department Name: Igor I. Sikorsky Memorial Airport	Division Name:	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms.	First Name: Pauline	
Middle Name: A.		
* Last Name: Mize		
Suffix:		
Title: Airport Manager		
Organizational Affiliation:		
* Telephone Number: (203) 576-8161	Fax Number: (203) 576-8166	
* Email: pauline.mize@bridgeportct.gov		

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

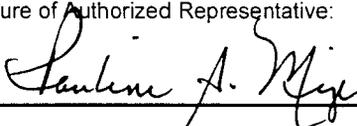
14. Areas Affected by Project (Cities, Counties, States, etc.):

Bridgeport, Fairfield, Connecticut

\* 15. Descriptive Title of Applicant's Project:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area, and Installation of EMAS.

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: CT-004	*b. Program/Project: CT-003
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 10/01/2013	*b. End Date: 12/15/2015
<b>18. Estimated Funding (\$):</b>	
*a. Federal	22,645,211.93
*b. Applicant	1,258,067.33
*c. State	1,258,067.33
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	25,161,346.59
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Ms.	*First Name: Pauline
Middle Name: A.	
*Last Name: Mize	
Suffix:	
*Title: Airport Manager	
*Telephone Number: (203) 576-8161	Fax Number: (203) 576-8166
* Email: pauline.mize@bridgeportct.gov	
*Signature of Authorized Representative: 	*Date Signed: 6/16/14

## PART II PROJECT APPROVAL INFORMATION SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency Date / /
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of plan FAA/ANE Airport Master Plan
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided. This project includes continued design and permitting for airport safety improvements. See AIP 3-09-0002-24, -25, -26, -27, -28
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This project is compatible with the Airport Master Plan.

2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. **Consistency with Local Plans.** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. **Yes.**

5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located. **Yes.**

6. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed. **Yes.**

7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. **Yes.**

8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. **N/A**

**PART II – SECTION C (CONTINUED)**

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Airport is owned by Title in Fee Simple.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III – BUDGET INFORMATION – CONSTRUCTION****SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout Airport Improvement Program

**SECTION B - CALCULATION OF FEDERAL GRANT**

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,995.90
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			1,764,100.00
5. Other architectural engineering fees			848,514.00
6. Project inspection fees			2,692,376.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			22,229,779.00
12. Equipment			
13. Miscellaneous			47,252.40
14. Total (Lines 1 through 13)			27,588,017.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			27,588,017.00
17. Less: Ineligible Exclusions			2,426,671.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			25,161,346.00
20. Federal Share requested of Line 19			22,645,211.93
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			22,645,211.93
23. Grantee share			1,258,067.33
24. Other shares			1,258,067.33
25. Total project (Lines 22, 23, & 24)	\$	\$	\$25,161,346.59

<b>SECTION C - EXCLUSIONS</b>		
26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a. Line 4: Architectural Basic Fees	\$ 98,500.00	\$
b. Line 5: Other Architectural/Engineering Fees	218,154.40	
c. Line 6: Project Inspection Fees	1,171,663.00	
d. Line 11: Construction and Project Improvements	938,353.00	
e.		
f.		
g. Totals	\$ 2,426,671.00	\$
<b>SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
27. Grantee Share		\$ 1,367,881.73
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		1,367,881.73
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. Total – Grantee Share		1,367,881.73
28. Other Shares		
a. State		2,647,885.00
b. Other		927,039.00
c. Total Other Shares		3,574,924.00
29. TOTAL		\$ 4,942,806.00
<b>SECTION E - REMARKS</b>		
<p>Ineligible costs will be borne by:</p> <p>Utility Companies: \$881,781, City: \$109,814.40, EPA: \$22,628.80, CT DEEP: \$22,628.80, CT State: \$1,389,817.40  TOTAL: \$2,426,671.00</p> <p>Please refer to the detailed project funding spreadsheet provided in the Project Supplemental Information.</p>		
<b>PART IV - PROGRAM NARRATIVE (ATTACH – SEE INSTRUCTIONS)</b>		

## PART IV – Program Narrative

## FAA Project Application: AIP 3-09-0002-0XX-2014

## Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation of EMAS

Introduction:

The project consists of the re-alignment of Main Street (CT Route 113), the Runway 24 Safety Area construction and the installation of an Engineered Material Arresting System (EMAS). This project is part of the approved Airport Layout Plan. In 2011, the FAA issued a Record of Decision, based on the Written Re-evaluation of the Environmental Impact Statement concurring in the removal of the existing blast fence, re-aligning Main Street, and extending the Runway 24 Safety Area utilizing EMAS technology. This project is required to meet FAA's safety standards on Runway 6-24.

This project is eligible for up to 90% reimbursement under the Federal Aviation Administration's Airport Improvement Program (AIP).

Benefits:

The realignment of CT Route 113 (Main Street) is necessary for the construction of the Runway 24 Safety Area to satisfy the Congressional mandate that all certificated airports construct a safety area for runways on FAR Part 139 airfields. The proposed work will provide for overall safer airport operations at Igor I. Sikorsky Memorial Airport, and also provide additional separation between the runway threshold and vehicles and pedestrians on Main Street (CT Route 113).

Project Description:

The proposed construction includes the following activities adjacent to Route 113:

- Delineation, removal and disposal of existing Raymark Superfund Site waste
- Construction of a new tidal channel to convey stormwater runoff and tidal flows
- Construction of a realigned segment of Route 113 to accommodate the RSA
- Relocation of all underground utilities from the existing Route 113 right-of-way to the new right-of-way
- Closure and removal of the abandoned segment of Route 113

The proposed construction also includes the following activities within the airport property:

- Construction of an RSA that includes installation of an EMAS system
- Removal of the existing blast fence located at the Runway 24 threshold
- Installation of new Airport Security Fence

The Investigative and Remedial Design Services were performed as required achieve EPA approval of the "Runway Safety Improvements Project". The general scope of this effort includes collecting information from the field to define the location and composition of the superfund waste (Raymark Waste), and preparing the reports and design documents describing the remediation process as needed to seek EPA approval and bid the work. This services described in this scope of work have not previously been submitted as part of a Grant Application.

The scope includes:

1. Raymark Agreement on Consent and Scope of Work
2. Pre-Confirmation Testing
3. Tier II and III Data Validation
4. Repackaging the Final Plans for Construction
5. Additional Coordination Meetings
6. Bench Scale Testing
7. Bid Services
8. Project Administration

As described in the attached letter dated February 18, 2014, services related to Task 7 – CT DEEP Adjudicated Hearings were not required, and so were removed from the scope of Task Order 9. As requested by the City of Bridgeport, the fee associated with Task 7 was reallocated in Task Order 9 to those services related to the Raymark Sampling within the ditch (ineligible costs).

Anticipated Project Schedule:

Grant Application:	May, 2014
Notice to Proceed:	May, 2014
Construction	June, 2014 - December, 2015
Project Close Out:	December, 2015

Geographic Location:

The Igor I. Sikorsky Memorial Airport is located in the Town of Stratford, Fairfield County, Connecticut.

Coordination with Airport Users:

The Igor I. Sikorsky Memorial Airport maintains a continuing dialogue with all tenants and the public. This project will include a public meeting with users and affected citizens during the permitting process.

Disadvantaged Business Enterprise Program:

The City of Bridgeport, Connecticut, through the Igor I. Sikorsky Memorial Airport has submitted an updated Disadvantaged Business Enterprise Program to the FAA in February, 2014, which was approved in May, 2014. This Program is revised annually, and was previously updated in 2013 [Attachment 1.1].

Coordination with Connecticut Airport Authority:

The City of Bridgeport, Connecticut, through the Igor I. Sikorsky Memorial Airport has been and will continue to coordinate with the Connecticut Airport Authority. Refer to Attachment 1.7.

Additional Information

NEPA

- This project was included in a Written Re-evaluation of the Environmental Impact Statement, which was issued a ROD, on September 28, 2011.

THPO

- The proposed project will not significantly impact religious or cultural resources for the Mashantucket Pequot Tribe. Refer to email from Richard Doucette, dated April 24, 2013 [Attachment 1.2]. No other responses were received.

Federal Fish & Wildlife

- Any adverse effects from the proposed project are anticipated to be discountable or insignificant, as determined by the United States Department of Interior, Fish and Wildlife Services. Refer to letter from Thomas R. Chapman, dated June 3, 2013 [Attachment 1.3].

SHPO

- No historic properties will be affected by the proposed project, determined by the State Historic Preservation Office. Refer to letter from Daniel T. Forrest, dated May 1, 2013 [Attachment 1.4].

Sponsor's Representative:

Pauline A. Mize, Airport Manager  
Igor I. Sikorsky Memorial Airport, Main Terminal  
1000 Great Meadow Road  
Stratford, Connecticut, 06615  
Tel: (203) 576-8161  
Fax: (203) 576-8166

Sikorsky CT DOT 15-336 Summary of Costs		Revised: 3 June 2014							
Summary of Project Application Costs FAA Form 5100-100 Section B								Items with ineligible costs	
Key									
Att. No.	Description	Force Account	Total Requested Project Costs	Total Requested Project Costs minus FAA Ineligible	FAA Approved Costs				
2.1	BDR		\$5,000.00	\$5,000.00	\$5,000.00				
2.2	BDR	Administration Costs - Misc	\$995.90	\$995.90	\$996.00				
		<b>Sub-Total</b>	<b>\$5,995.90</b>	<b>\$5,995.90</b>	<b>\$5,996.00</b>				
2.3	URS	Coordination/CA Support	\$826,900.00	\$826,900.00	\$826,900.00				
2.4	URS	Design Services	\$898,900.00	\$800,400.00	\$800,400.00				
2.20	URS	Drum Removal	\$38,300.00	\$38,300.00	\$38,300.00				
		<b>Sub-Total</b>	<b>\$1,764,100</b>	<b>\$1,665,600</b>	<b>\$1,665,600.00</b>				
2.5	DOT-Bidding	Coordination/Bid Support	\$69,799.68	\$69,799.68	\$69,799.68				
2.6	DOT-Utilities	Coordination/CA Support	\$28,728.00	\$28,728.00	\$28,728.00				
2.7	DOT - DMT	Materials Testing	\$273,174.00	\$273,174.00	\$273,174.00				
2.8	DOT-Environmental Compliance	Coordination/CA Support	\$65,159.71	\$65,159.71	\$65,159.71				
2.9	CME	Project Management	\$411,652.40	\$411,652.40	\$193,498.00				
		<b>Sub-Total</b>	<b>\$848,514</b>	<b>\$848,514</b>	<b>\$630,359.39</b>				
2.10	AI Engineers	Construction Inspection	\$1,810,178.46	\$1,810,178.46	\$972,360.00				
2.11	TRC	Raymark Inspection	\$352,100.00	\$352,100.00	\$352,100.00				
2.12	DOT-District 3	Administration Costs	\$451,144.50	\$451,144.50	\$117,300.00				
2.13	DOT-OEP	CI/Environmental	\$78,952.80	\$78,952.80	\$78,952.80				
		<b>Sub-Total</b>	<b>\$2,692,376</b>	<b>\$2,692,376</b>	<b>\$1,520,712.80</b>				
2.14	Manafort Brothers, Inc.	Construction Cost (Bid Total)	\$17,694,892.21	\$17,638,319.81	\$17,638,319.81				
2.15	Utilities	Construction	\$1,763,560.72	\$881,780.36	\$881,780.36				
2.16	DEEP-WHAMM	Wetland - Project Improvement	\$32,830.00	\$32,830.00	\$32,830.00				
2.17	ESCO-Zodiac Aerospace	EMAS Blocks	\$2,734,430.00	\$2,734,430.00	\$2,734,430.00				
2.18	FAA/Flight Inspection Services	Flight Check for Temporary PAPI	\$4,066.16	\$4,066.16	\$4,066.16				
		<b>Sub-Total</b>	<b>\$22,229,779</b>	<b>\$21,291,426</b>	<b>\$21,291,426.33</b>				
2.19	BDR	Operational Safety	\$47,252.40	\$47,252.40	\$47,252.40				
		<b>Sub-Total</b>	<b>\$47,252</b>	<b>\$47,252</b>	<b>\$47,252.40</b>				
<b>TOTAL ELIGIBLE COST</b>			<b>\$27,588,017</b>	<b>\$26,551,164</b>	<b>\$25,161,346</b>				



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
Western-Pacific Region Headquarters  
Office of Civil Rights, AWP-9

Reply to:

*FAA AEA & ANE DBE Program  
AC/DBE Compliance Specialist  
1701 Columbia Avenue, C190  
Atlanta, GA 30337*

May 14, 2014

City of Bridgeport  
Sikorsky Memorial Airport—General Aviation  
c/o Stephen Ford, Director of Operations  
1000 Great Meadow Drive  
Stratford, CT 06615  
Emailed to: Stephen.ford@bridgeportct.gov

Disadvantaged Business Enterprise Liaison Officer:

This letter is in reference to the Disadvantaged Business Enterprise (DBE) fiscal year 2014 program and goal that you submitted for the Sikorsky Memorial Airport (Bridgeport, CT). Based on our review, we have determined that the program and goal meet the standards in 49 CFR Part 26, Department of Transportation regulations. The goal, covering the period October 1, 2013 through September 30, 2014, is described as follows:

- Overall goal: **6% DBE Participation**
- To be obtained through 3% Race-Neutral and 3% Race-Conscious means

This approved overall goal covers work for consulting services and contracting during fiscal year 2014 in the amount of \$898,900.

If you need to make any significant changes to the program or goals during the period covered, please submit the revisions to me at [Keturah.Pristell@faa.gov](mailto:Keturah.Pristell@faa.gov) for review. Also, if you have any questions regarding the DBE program, please contact me at 404-305-7392 or via email.

For your information, DBE Accomplishments continue to be due annually on December 1 for the previous fiscal year.

Sincerely,

*Keturah Pristell*  
EEO Compliance Specialist  
Civil Rights and DBE Compliance  
Western-Pacific Region

Attachment 2

Coordination with Tribal Historic Preservation Office (THPO)

## Phan, Dawn

---

**From:** Walsh, Fraser  
**Sent:** Wednesday, July 03, 2013 12:03 PM  
**To:** Phan, Dawn  
**Subject:** Sikorsky THPO  
**Attachments:** Scanned\_Butler\_Mashantucket\_1-9-13\_CT.pdf; Scanned\_Bozsum\_Mohegan\_1-9-13\_CT.pdf; pic18756.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

-----Original Message-----

**From:** richard.doucette@faa.gov [mailto:richard.doucette@faa.gov]  
**Sent:** Wednesday, April 24, 2013 9:38 AM  
**To:** Dan Hageman  
**Cc:** Spencer, Dale (Dale.Spencer@ct.gov); Walsh, Fraser; Kristen Ahlfeld; Ranslow, Mandy <Mandy.Ranslow@ct.gov> (Mandy.Ranslow@ct.gov); Mark Alexander  
**Subject:** Re: SHPO and THPO coordination

Here are copies of the two letters most recently sent:  
(See attached file: Scanned\_Butler\_Mashantucket\_1-9-13\_CT.pdf)(See attached file: Scanned\_Bozsum\_Mohegan\_1-9-13\_CT.pdf)

Here is the one response received:

Mr. Richard P. Doucette,  
Manager of Environmental Programs, Airports Division  
U.S. Dept. of Transportation  
Federal Aviation Administration  
New England Region Ane-610  
12 New England Executive Park  
Burlington, MA 01803

Re: FAA / CT DOT RUNWAY SAFETY AREA PROJECT  
RELOCATION OF A PORTION OF A ROAD  
IGOR I. SIKORSKY MEMORIAL AIRPORT  
STRATFORD, CT

Based on a review of the information provided, there does not appear to be any impact to potentially significant religious and cultural resources for the Mashantucket Pequot Tribe.  
The Mashantucket Pequot Tribe appreciates the opportunity to review and comment on this proposed project.

(Embedded image moved to file: pic18756.jpg)Description: Description:  
Description: Description: Description: Description: Description:

Description: image003Kathleen Knowles  
Tribal Historic Preservation Officer  
Natural Resources Protection & Regulatory Affairs

Mashantucket Pequot Tribal Nation  
550 Trolley Line Blvd., P.O. Box 3202, Mashantucket, CT 06338-3202  
TEL: 860-396-6887 FAX: 860-396-6914  
kknowles@mptn-nsn.gov

Richard Doucette  
Environmental Program Manager  
FAA New England Region, Airports Division  
(781) 238-7613

|----->  
| From: |  
|----->  
>-----|  
| Dan Hageman <DHageman@fhiplan.com> |  
| | |  
>-----|  
|----->  
| To: |  
|----->  
>-----|  
| Richard Doucette/ANE/FAA@FAA |  
>-----|  
|----->  
| Cc: |  
|----->  
>-----|  
| Fraser Walsh <fraser.walsh@urs.com>, Kristen Ahlfeld <kahlfeld@fhiplan.com>, Mark Alexander  
<Mark.W.Alexander@ct.gov>, "Ranslow, Mandy |  
| <Mandy.Ranslow@ct.gov> (Mandy.Ranslow@ct.gov)" <Mandy.Ranslow@ct.gov>, "Spencer, Dale  
(Dale.Spencer@ct.gov)" <Dale.Spencer@ct.gov> |  
>-----|  
|----->  
| Date: |  
|----->  
>-----|  
| 04/23/2013 08:24 AM |  
>-----|  
|----->  
| Subject: |  
|----->  
>-----|  
| SHPO and THPO coordination |  
>-----|

Hi Richard,

Hope all is well with you. FHI is currently preparing the final application materials for the Sikorsky Airport project. As part of the supporting documents, we need to attach the most recent coordination letters to the CT SHPO and THPOs. Could you please provide us with digital PDF versions of this most recent coordination letters, and any reply letters that you have received back? Please call if you have any questions. Thank you for your assistance.

Daniel A. Hageman, PSS, NHCWS  
Project Manager  
Professional Soil Scientist

FHI | Fitzgerald & Halliday, Inc.  
Innovative Planning, Better Communities  
72 Cedar Street  
Hartford, CT 06106  
Main: 860-247-7200 | Direct: 860-256-4917 | Fax: 860-247-7206 | Cell:  
860-383-3652  
dhageman@fhiplan.com | www.fhiplan.com | Follow us on Twitter: @fhiplan

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Attachment 3

Coordination with Federal Fish & Wildlife



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

New England Field Office  
70 Commercial Street, Suite 300  
Concord, NH 03301-5087  
<http://www.fws.gov/newengland>

June 3, 2013

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

Dear Mr. Alexander:

This responds to your May 16, 2013 letter, requesting that we review your conclusion that the proposed runway improvement project at Igor I. Sikorsky Memorial Airport (Sikorsky Airport) in Stratford, Connecticut is not likely to adversely affect the federally threatened piping plover (*Charadrius melodus*). Our comments are provided in accordance with the Endangered Species Act (87 Stat. 884, as amended: 16 U.S.C 1531, *et seq.*).

Piping plovers are known to occur on Long Beach, in the vicinity of the Sikorsky Airport property. In our letters dated July 17, 1998 and February 16, 2010, we conditionally concluded that proposed improvements to Runway 6-24 were not likely to adversely affect piping plovers. In our February 16, 2010 letter, we recommended that the approach elevation over Milford remain at 200 feet above mean sea level or greater in order to avoid adversely affecting breeding piping plovers at Milford Point.

We have reviewed the species and project-related information provided in your May 16, 2013 letter, and we agree that adverse effects from the runway improvement project are not likely to occur. Construction activities will not be located in or near piping plover habitat, the MALSF lighting system is no longer a part of the project, and the approach elevation over Milford Point will remain at 200 feet above mean sea level. Therefore, any adverse effects from the runway improvement construction and operation of the runway are anticipated to be discountable (extremely unlikely to occur) or insignificant (size of impact never reaches the level where take is expected to occur).

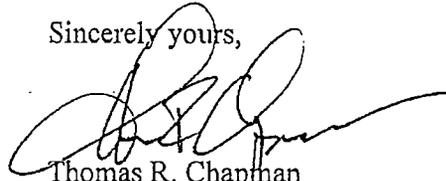
Further consultation with us under section 7 of the Endangered Species Act is not required at this time. Should project plans change, or additional information on listed species becomes available, this determination may be reconsidered.

Mark Alexander  
June 3, 2013

2

Thank you for your cooperation, and please contact Ms. Susi von Oettingen at (603) 223-2541, extension 22, if you need further assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'T. Chapman', written over the typed name.

Thomas R. Chapman  
Supervisor  
New England Field Office

Attachment 4

Coordination with State Historic Preservation Office (SHPO)



Department of Economic and  
Community Development

Connecticut  
still revolutionary

May 1, 2013

Mr. Mark Alexander  
Office of Environmental Planning  
Department of Transportation  
2800 Berlin Turnpike  
Newington, CT

Subject: Comments on Improvements to the Runway Safety Area at Igor I. Sikorsky Airport,  
Stratford, Connecticut

Dear Mr. Alexander,

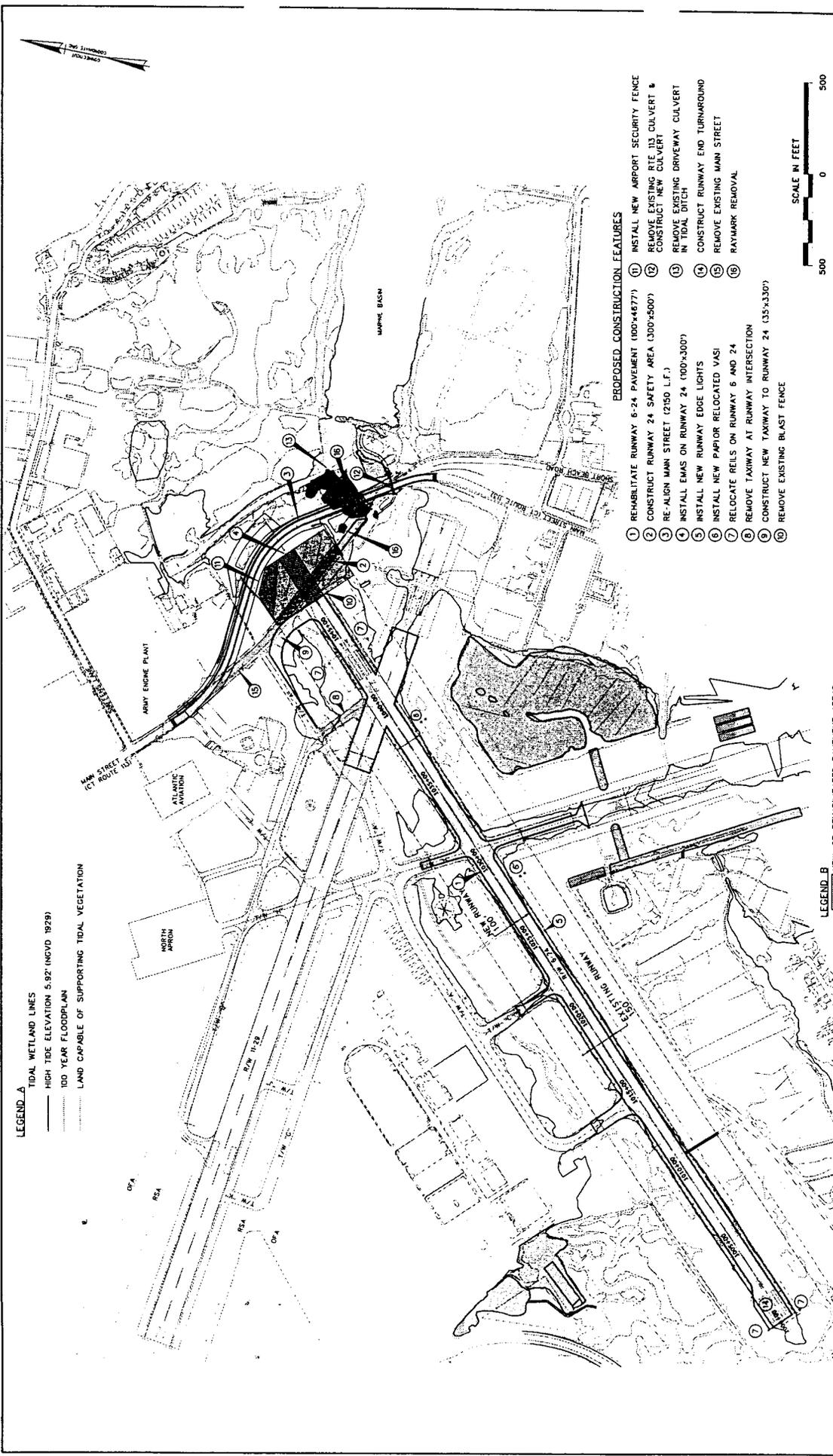
The State Historic Preservation Office has reviewed the previously completed archaeological investigation undertaken by URS for the referenced project. Based on that investigation and the supplementary information provided by your office regarding the revised wetland mitigations plans, SHPO concurs that the Area of Potential Effects has been substantially disturbed and additional archaeological investigations are unlikely to identify intact and significant archaeological resources. Prior disturbance of the artifact bearing sediments within the site area has severely compromised the ability of the Sniffens Field Site, located within the Area of Potential Effects, to yield information important to our understanding of Native Americans. SHPO reiterates our previous opinion that this site is not eligible for listing in the National Register of Historic Places. We further concur with the Department of Transportation and the Federal Aviation Administration that no historic properties will be affected by the project, as currently designed. SHPO believes that no further consideration of historic properties is warranted with respect to this project.

The State Historic Preservation Office appreciates the opportunity to review and comment upon this project. These comments are provided in accordance with the Section 106 of the National Historic Preservation Act and the Connecticut Environmental Policy Act. For additional information, please contact me at (860) 256-2761 or [Daniel.Forrest@CT.gov](mailto:Daniel.Forrest@CT.gov).

Sincerely,

Daniel T. Forrest  
Deputy State Historic Preservation Officer

CC: Ranslow/CT-DOT - OEP



**LEGEND A**

TIDAL WETLAND LINES  
 HIGH TIDE ELEVATION 5.92' (NOVD 1929)  
 100 YEAR FLOODPLAIN  
 LAND CAPABLE OF SUPPORTING TIDAL VEGETATION

- PROPOSED CONSTRUCTION FEATURES**
- 1 REHABILITATE RUNWAY 6-24 PAVEMENT (100'+4677')
  - 2 CONSTRUCT RUNWAY 24 SAFETY AREA (300'+500')
  - 3 RE-ALIGN MAIN STREET (2150 L.F.)
  - 4 INSTALL EMAS ON RUNWAY 24 (100'x300')
  - 5 INSTALL NEW RUNWAY EDGE LIGHTS
  - 6 INSTALL NEW PAPIOR RELOCATED VASI
  - 7 RELOCATE BELLS ON RUNWAY 6 AND 24
  - 8 REMOVE TAXIWAY AT RUNWAY INTERSECTION
  - 9 CONSTRUCT NEW TAXIWAY TO RUNWAY 24 (35'+330')
  - 10 REMOVE EXISTING BLAST FENCE
  - 11 INSTALL NEW AIRPORT SECURITY FENCE
  - 12 REMOVE EXISTING RTE 113 CULVERT & CONSTRUCT NEW CULVERT
  - 13 REMOVE EXISTING DRIVEWAY CULVERT IN TIDAL DITCH
  - 14 CONSTRUCT RUNWAY END TURNAROUND
  - 15 REMOVE EXISTING MAIN STREET
  - 16 RAYMARK REMOVAL



- LEGEND B**
- NEW OR REHABILITATED PAVEMENT AREAS
  - PAVEMENT REMOVAL AREAS
  - RSA GRADING AREA
  - AIRPORT PERIMETER FENCING
  - EMAS
  - MITIGATION AREAS

**FIGURE 2**

**RUNWAY SAFETY AREA PROJECT**  
 DOT 15-336  
**IGOR I. SIKORSKY MEMORIAL AIRPORT**  
**PROPOSED CONSTRUCTION FEATURES**

**IGOR I. SIKORSKY MEMORIAL AIRPORT**  
 STRATFORD, CONNECTICUT



**URS**

## Attachment 6 – Ineligible Items

FAA Project Application: AIP 3-09-0002-0XX-2014

## Igor I. Sikorsky Memorial Airport

## Investigative and Remedial Design Services &amp; Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation of EMAS

The following items have been identified as ineligible for reimbursement from this Grant Application:

- Services related to Raymark Sampling and Testing with the tidal ditch - \$98,500. Please refer to the letter dated February 18, 2014 in this section for additional information.
- Costs related to excavation, stabilization, disposal and remediation of Raymark Materials within the tidal ditch. These efforts are to be accounted for as separate pay items in the Contract Documents. The specific pay items are further described as follows:

0202306	A	SPECIAL HAZARDOUS WASTE MATERIALS EXCAVATION, HANDLING, AND DISPOSAL
0202307	A	SPECIAL HAZARDOUS WASTE MATERIALS EXCAVATION, HANDLING, AND DISPOSAL (TSCA)
0207010	A	SPECIAL BACKFILL
0944110	A	ORGANIC MATERIAL

The total ineligible costs of these items based on the anticipated quantities and the bid prices provided by the low bid contractor is \$56,572.

- The State of Connecticut will reimburse the Utility companies for 50% of the cost of relocating their infrastructure when performed as part of a state road improvement project. The total estimated cost of utility relocation is \$1,763,560.72. The 50% state share, or \$881,780.36, of utility relocation is included in this grant application, however the 50% cost borne by the utility companies has not been deemed eligible for reimbursement.



February 18, 2014

Ms. Pauline Mize, Airport Manager  
Igor I. Sikorsky Memorial Airport  
1000 Great Meadow Road  
Stratford, Connecticut, 06615

**Re: Additional Services Required for  
Safety Improvements – Extra Work for Additional Permitting Required for the  
Re-Alignment of Main Street (CT Route 113) – Task Order 9**

Dear Mr. Mize:

On September 23, 2013, URS and the City of Bridgeport agreed to a scope of services under Task Order 9 related to the Runway Safety Area project. A majority of the tasks associated with Task Order 9 included services related to Raymark Waste field testing and reporting. Since that time, URS has been requested to provide additional services that are outside of the scope described in Task Order 9. Due to scheduling constraints required to maintain the project bid schedule, we have continued to provide these additional services under the assumption that URS would be compensated for these services.

The purpose of this letter is to outline those services that we have been requested to provide that are outside our current scope of work. We are asking for your concurrence that these items constitute Extra Work.

**Additional Raymark Waste Services related to the Tidal Ditch**

Task Order 9 dated September 2013 authorized URS to perform services related to sampling for Raymark Waste within the tidal ditch. Six (6) borings were to be advanced using a hand held geoprobe device.

In September of 2013, URS was directed not to perform the testing in the ditch, so that the FAA could present their plan to the EPA regarding removal of Raymark Waste up to the edge of the ditch. The following additional meetings were prepared for and attended by URS staff to discuss this issue:

- FAA meeting at CT DOT on October 23, 2013
- FAA meeting at FAA on November 1, 2013
- FAA/EPA meeting in Boston on November 13, 2013
- "Decision Makers" meeting #1 on January 7, 2104
- "Decision Makers" meeting #2 on January 28, 2104
- Meeting with EPA and DEEP to agree on tidal boring locations on January 7, 2014
- Meeting with EPA and DEEP to discuss results of tidal boring sampling on January 22, 2014

Based on direction established in the January 7, 2014 meeting, URS mobilized to perform the testing in the tidal ditch. The winter site conditions required the use of a geoprobe and a boat mounted drill rig, instead of a hand held geoprobe as originally scoped, to advance 28 borings along and in the ditch. The original proposal called for six hand augers and 11 soil borings via geoprobe. Instead, 3 hand augers were advanced hanging out over the ice, 14 soil borings were drilled via a geoprobe and 11 borings were drilled via the use of a boat. The 28 borings were advanced from 0 to 10 feet. The field work in December/January was performed over 4 days, one day longer than anticipated due to weather.

The bench scale testing program originally developed and performed on the materials found in the upland Raymark removal area was rerun using materials taken from the tidal ditch borings. The testing program identified if a similar stabilization process could be utilized for the Raymark Waste materials found in the ditch. This lab reporting program was performed on a "rush" schedule per the schedule outlined in the

500 Enterprise Drive  
Rocky Hill, CT, 06067  
Tel: 860-529-8882  
Fax: 860-529-3991

URS Corporation, AES  
February 18, 2014  
Ms. Pauline Mize  
Pg. 2

Decision Makers meeting, and included additional testing to confirm stabilization of the underlying hazardous constituents known to exist in the ditch.

The project plans, specifications and project estimate were updated to account for the changes identified by the testing program. Twenty nine plan sheets were reissued throughout the plan set to revise the Raymark Waste boundary. An additional plan sheet was created to describe the tidal ditch restoration plan. The specifications were revised to create new pay items for the removal of the material within the ditch. The project estimate was updated on multiple occasions as new information was made available from the lab to project the cost of removal and treatment of the Raymark Waste material found within the ditch. Additionally, the tidal ditch data was incorporated into the Removal Work Plan and the Delineation Report.

Our cost for these services is **\$98,500**. The original budget for sampling within the ditch was for **\$22,100**. These additional services require an increase in the budget of **\$76,400**. It is our understanding that these costs would be deemed ineligible by the FAA, and are to be paid for by an MOU developed between the City of Bridgeport, the CT DEEP and the EPA.

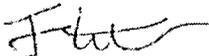
Our intent is to provide these additional services under our existing Task Order 9 Time and Materials contract. Task Order 9 includes \$100,000 for Task 7 – CT DEEP Adjudicated Hearings. These services were not required. We would propose a reduction in the Total Estimated Compensation of Task Order 9 as follows:

Original Task Order 9 Total Estimated Compensation	\$733,500
Remove Task 7 – CT DEEP Adjudicated Hearings	-( \$100,000)
Include Tidal Ditch Additional Services described above	<u>\$ 76,400</u>
Revised Task Order 9 Total Estimated Compensation	<u>\$709,900</u>

We are planning on billing for these services as they are incurred. These services would not be FAA eligible. A change order will be submitted for these additional services should we find we are going to exceed the contract value.

Please contact me with any questions or concerns. If you are agreeable with the terms described above, please sign below and return a copy to me. Thank you again for the opportunity to work with you on this project.

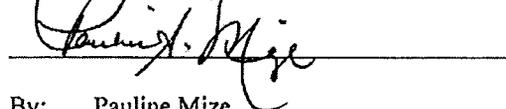
Sincerely,  
URS Corporation AES



Fraser Walsh, P.E.  
Project Manager

Acknowledgement of this change in Total Estimated Compensation for Task Order 9 is accepted by the City of Bridgeport this

21<sup>st</sup> day of Feb, 2014.



By: Pauline Mize  
Title: Airport Manager

500 Enterprise Drive  
Rocky Hill, CT, 06067  
Tel: 860-529-8882  
Fax: 860-529-3991

Attachment 7

MOU - City of Bridgeport/CAA/CTDOT

**MEMORANDUM OF AGREEMENT  
SIKORSKY AIRPORT  
RUNWAY SAFETY AREA PROJECT**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is hereby made and entered into as of \_\_\_\_\_, 2014 (the "Effective Date") by and among the Connecticut Airport Authority ("CAA"), the Connecticut Department of Transportation ("DOT"), the Connecticut Office of Policy and Management ("OPM") and the City of Bridgeport ("Bridgeport" or the "City"), (collectively "the Parties").

WHEREAS, Bridgeport is the owner and sponsor of Igor I. Sikorsky Memorial Airport ("Airport"), a Part 139 airport, which is located in the Town of Stratford; and

WHEREAS, the runway identified as 6-24 at the Airport ("Runway 6-24") abuts State Route 113 and is separated from the current State Route 113 by a blast fence; and

WHEREAS, the overrun of Runway 6-24 has resulted in the blast fence being involved in accidents at the Airport which has resulted in damage to aircraft, injuries to persons, and in 1994, 8 fatalities; and

WHEREAS, to enhance the safety and protection of persons and property from overruns on Runway 6-24 a project (hereinafter, the project in its entirety being referred to as the "RSA Project") is being proposed that can more safely and effectively slow an overrun aircraft; and

WHEREAS, the RSA Project consists of two phases: The "First Phase" involves the relocation of Route 113 and the construction of an Engineered Material Arrestor System ("EMAS"). The second phase involves the work related to the reconstruction of the runway, lighting and navigation. Only the first phase is the subject of this Agreement; and

WHEREAS, on September 28, 2011, the Federal Aviation Administration ("FAA") issued a Record of Decision ("ROD") providing approvals for the RSA Project including EMAS; and

WHEREAS, the ROD identifies the RSA Project, including EMAS, as an eligible mitigation consideration for federal funding under the Airport Improvement Program ("AIP"). The ROD was based, in part, on a June 27, 2011, Final Written Re-evaluation for the 1999 Final Environmental Impact Statement. The ROD completed the FAA's environmental review for purposes of the National Environmental Policy Act ("NEPA"); and

WHEREAS, the RSA Project at the end of Runway 6-24 requires the relocation of State Route 113. This relocation, with the use of an EMAS, will permit Bridgeport, as the Airport Sponsor, to meet the RSA requirement without a more significant relocation of the road; and

WHEREAS, the installation of an EMAS accommodated by the relocation of Route 113 will result in the First Phase safety enhancements at the Airport; and

WHEREAS, prior to July 1, 2013, DOT possessed certain responsibility, pursuant to the

Connecticut General Statutes, for aviation throughout the State of Connecticut; and

**WHEREAS**, in order to complete the RSA Project, the DOT has agreed to act as project manager; and

**WHEREAS**, as of July 1, 2013, responsibility for aviation throughout the State of Connecticut was transferred from the DOT to the CAA; and

**WHEREAS**, in light of the transfer of responsibility for aviation throughout the State of Connecticut to the CAA, the FAA has determined that Bridgeport should apply for the FAA AIP grants to cover the RSA Project cost; and

**WHEREAS**, the CAA, in order to cooperate with the DOT, Bridgeport and the FAA to provide for the expeditious completion of the RSA Project, is willing to administratively process the FAA AIP funds through to DOT for the First Phase of the RSA Project, pursuant to section 3 of this Agreement.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. A portion of the overall RSA Project cost will be financed through Bridgeport's transfer and sale of certain Airport property to the Town of Stratford as more particularly described in Articles I and II of the Intergovernmental Agreement.
2. The remaining RSA Project cost (the "reduced RSA Project cost") will be financed 90% with FAA grant funding, and, subject to the availability of such FAA funding the remaining 10% will be financed with Bridgeport and DOT funds. Bridgeport will apply for AIP grants to cover the reduced RSA Project design and construction related costs. Subject to the availability of funding and compliance with applicable federal laws, the FAA has committed to approve such grants. In the event such grants are approved, Bridgeport and the DOT will each be responsible for providing their share of the remaining 10% local share of the reduced RSA Project cost.
3. If the FAA approves such grants, Bridgeport shall enter into appropriate grant agreements with the FAA for the AIP grants to cover the First Phase of the reduced RSA Project costs. All funds to be received through this grant agreement shall go to the CAA. The CAA will make the funds available to the DOT and Bridgeport for the First Phase of the RSA Project, subject to the provisions of this Agreement.
4. DOT will inform OPM when FAA approval has been received. Following such notice and on the City's behalf, OPM shall arrange for \$4,405,303.00 in previously authorized State bond funds for the City to be made available to DOT for the First Phase of the RSA Project.
5. Bridgeport will provide \$1,258,067.00 to DOT for the remainder of its local match for the First Phase.

FINAL

6. Other than administratively processing FAA AIP funds through to DOT, the CAA shall have no obligations or responsibilities with respect to the prosecution of the RSA Project.

7. Upon approval of this Agreement by the Office of the Attorney General (following execution by all parties), Bridgeport shall, within three (3) business days, (a) provide DOT with the remainder of its local match, and (b) return the signed Project Authorization Letter (PAL) to DOT for this First Phase. Failure to do so shall constitute a breach of this Agreement and Bridgeport shall be responsible for all delay damages that result.

8. DOT, as project manager, shall require that the contractor construct the First Phase of the RSA Project in accordance with the applicable FAA Grant Assurances.

9. Bridgeport shall comply with and be responsible for, throughout the period that they are applicable, the terms of any grant agreements with the FAA for AIP grants for the RSA Project and for any and all other FAA requirements, including but not limited to grant assurances or conditions, whether general or specific to this RSA Project. Should the FAA determine that a violation has occurred with respect to any grant assurance related to construction and seek repayment of any or all of the AIP grants for this First Phase of the RSA Project from Bridgeport, Bridgeport, DOT and OPM agree to act in a timely manner to negotiate an equitable solution for repayment. Such negotiations, if related to the assurances applicable to constructing the First Phase of the RSA Project, shall give due regard to DOT's obligation as set forth in Section 8 of this Agreement. Under no circumstances shall the CAA be, nor shall any party seek to hold the CAA, liable for any grant assurances for AIP grants for the RSA Project.

10. Bridgeport will be responsible for the proper operation and maintenance of the EMAS after construction; and

11. DOT will be responsible for the maintenance of Route 113 after it is relocated for the benefit of the installation of the EMAS.

12. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that the CAA shall have no obligation or responsibility to provide for or participate in any way in the provision of any portion of the reduced RSA Project cost.

13. This Agreement may be executed in counterpart originals; each of which shall be deemed to constitute an original Agreement, and all of which shall constitute one Agreement. If signed in counterpart, each party shall provide a copy of such counterpart to all of the other parties. The execution of one counterpart by any party shall have the same force and effect as if that party has signed all other counterparts.

14. The undersigned representatives of each party certify that they are fully authorized to execute this Agreement.

~~15. Forum and Choice of Law.~~ The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. The Parties agree that it is fair and reasonable for the validity and construction of the 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 State of Connecticut, 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. CAA and Bridgeport waive any objection which they 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.

16. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17. For the purposes of this Agreement, "Intergovernmental Agreement" means the agreement entitled "Runway Safety Area Project Igor Sikorsky Memorial Airport Intergovernmental Agreement" entered into in March, 2013 by the City, the Town of Stratford, DOT, OPM and FAA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

**CONNECTICUT AIRPORT AUTHORITY**

Kevin A. Dillon                      6/12, 2014  
By: Kevin A. Dillon, A.A.E.                      Date  
Its: Executive Director

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_, 2014  
By: James Redeker                      Date  
Its: Commissioner

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

\_\_\_\_\_, 2014  
By: Benjamin Barnes                      Date  
Its: Secretary

**CITY OF BRIDGEPORT**

\_\_\_\_\_, 2014  
By: Bill Finch                      Date  
Its: Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_, 2014  
Associate Attorney General                      Date

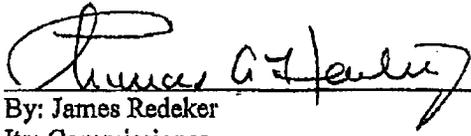
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

**CONNECTICUT AIRPORT AUTHORITY**

\_\_\_\_\_, 2014  
By: Kevin A. Dillon, A.A.E.  
Its: Executive Director

Date

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

  
By: James Redeker  
Its: Commissioner

June 13, 2014  
Date

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

\_\_\_\_\_, 2014  
By: Benjamin Barnes  
Its: Secretary

Date

**CITY OF BRIDGEPORT**

\_\_\_\_\_, 2014  
By: Bill Finch  
Its: Mayor

Date

**APPROVED AS TO FORM:**

\_\_\_\_\_, 2014  
Associate Attorney General

Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

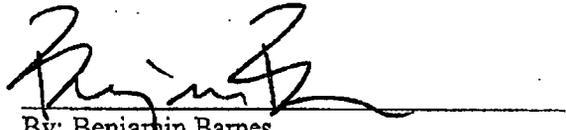
**CONNECTICUT AIRPORT AUTHORITY**

\_\_\_\_\_, 2014  
By: Kevin A. Dillon, A.A.E. Date  
Its: Executive Director

**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_, 2014  
By: James Redeker Date  
Its: Commissioner

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

  
\_\_\_\_\_, 2014  
By: Benjamin Barnes Date  
Its: Secretary

**CITY OF BRIDGEPORT**

\_\_\_\_\_, 2014  
By: Bill Finch Date  
Its: Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_, 2014  
Associate Attorney General Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

**CONNECTICUT AIRPORT AUTHORITY**

\_\_\_\_\_, 2014  
By: Kevin A. Dillon, A.A.E. Date  
Its: Executive Director

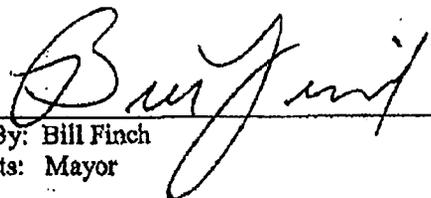
**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_, 2014  
By: James Redeker Date  
Its: Commissioner

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

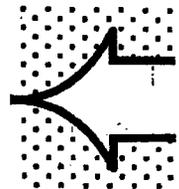
\_\_\_\_\_, 2014  
By: Benjamin Barnes Date  
Its: Secretary

**CITY OF BRIDGEPORT**

  
\_\_\_\_\_, 2014  
By: Bill Finch Date  
Its: Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_, 2014  
Asst. Associate Attorney General Date  
Robert W. Clark



**U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 SELECTION OF CONSULTANTS**

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-0XX-  
2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

*Description of Work:*

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |   | Yes                                 | No                       | N/A                                 |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years. | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Pauline A. Mize

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 PROJECT PLANS AND SPECIFICATIONS**

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-0XX-  
2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

*Description of Work:*

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

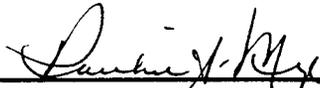
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- |  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Pauline A. Mize

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 DRUG-FREE WORKPLACE**

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-0XX-2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

*Description of Work:*

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| a. Abide by the terms of the statement; and   |                                     |                          |                          |
| b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  |                                     |                          |                          |
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:   |                                     |                          |                          |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.  |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Bridgeport, CT

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Pauline A. Mize

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
EQUIPMENT/CONSTRUCTION CONTRACTS**

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-0XX-  
2014

*(Sponsor)*

*(Airport)*

*(Project Number)*

*Description of Work:*

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

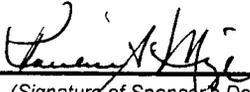
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

Yes	No	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Pauline A. Mize

*(Typed Name of Sponsor's Designated Official Representative)*

Airport Manager

*(Typed Title of Sponsor's Designated Official Representative)*

*(Date)*

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

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

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

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

### ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Igor I. Sikorsky Memorial Airport

**LOCATION:** 1000 Great Meadow Drive, Administration Building, Stratford, CT 06615

**AIP PROJECT NO.:** 3-09-0002-0XX-2014

**STATEMENTS APPLICABLE TO THIS PROJECT**

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Igor I. Sikorsky Memorial Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Igor I. Sikorsky Memorial Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** Pauline A. Mize

**DATE:** 6/16/14

**TITLE:** Airport Manager

**SPONSORING AGENCY:** City of Bridgeport, CT

**NOTE:** Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished. N/A

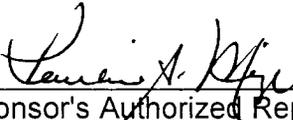
- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed  Date 6/16/14  
Sponsor's Authorized Representative  
Pauline A. Mize

Title Airport Manager

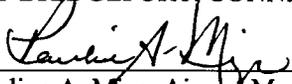
EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT 'A' PROPERTY MAP, DATED JUNE 5, 2001, REVISED MAY 2014, ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. 3-09-0002-0XX-2014, IS THE CURRENT PROPERTY MAP.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE, INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND MADE A PART THEREOF.

Sponsor: CITY OF BRIDGEPORT, CONNECTICUT/ IGOR I. SIKORSKY MOMORIAL AIRPORT

By:

  
Pauline A. Mize, Airport Manager

Dated:

6/16/14



## ASSURANCES

### Airport Sponsors

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

- roads), including all proposed extensions and reductions of existing airport facilities;
- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 03/20/2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated;  
and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

# RESOLUTION

By Councilmember(s): Susan Brannelly  
Michael Marella

District(s): 130<sup>th</sup> and 138<sup>th</sup>

Co-Chairs of the Committee on  
Budget and Appropriations

Introduced at a meeting  
Of the City Council, held:

August 4, 2014

Referred to:

Committee on Budget and Appropriations

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

*City Clerk*

\_\_\_\_\_

RESOLUTION, to establish a budget update from City departments as a standing agenda item for the regular monthly meetings of the City Council Committee on Budget and Appropriations.

WHEREAS, budgetary goals are set by each department at the start of the fiscal year and it is the will of the Budget Committee to have regular updates from the larger departments on the status of the stated goals, the real or potential variances from the budgeted revenue and appropriations and the status of initiatives that are intended to yield saving or efficiencies.

BE IT RESOLVED, that regular budget updates will be established as a standing agenda item for the regular monthly meetings of the City Council Budget and Appropriations Committee; and the Committee will determine and announce at each meeting which departments will be seen the subsequent meeting; and this determination will be decided by the size of the department's budget and potential for variance and will be communicated to the Administrative Officer to coordinate for the subsequent meeting.

*Referrals Made:*

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CITY CLERK'S OFFICE  
AUG 10 10:04 AM  
CITY CLERK'S OFFICE



RES. #137-13 Ref'd to Budget & Appropriations  
Committee on 08/04/2014.

July 22, 2014

**Bridgeport  
City Council**

Thomas C. McCarthy  
*City Council President*

Denese Taylor-Moye  
*President Pro Tempore*

Lydia Martinez  
*Majority Leader*

Rick Torres  
*Minority Leader*

Richard M. Paoletto, Jr.  
*Deputy Majority Leader / Sgt at Arms*

Michelle Lyons  
*Deputy Majority Leader*

Richard DeJesus  
*Deputy Majority Leader*

Susan T. Brannelly  
Rick Torres  
*130th District*

Jack Banta  
Denese Taylor-Moye  
*131st District*

Patricia Swain  
Robert E. Halstead  
*132nd District*

Howard Austin Sr.  
Thomas C. McCarthy  
*133rd District*

Michelle A. Lyons  
AmyMarie Vizzo-Paniccia  
*134th District*

Mary A. McBride-Lee  
Richard D. Salters, Sr.  
*135th District*

Richard DeJesus  
Alfredo Castillo  
*136th District*

Lydia N. Martinez  
Milta I. Feliciano  
*137th District*

Michael J. Marella, Jr.  
Richard M. Paoletto, Jr.  
*138th District*

James Holloway  
Eneida L. Martinez-Walker  
*139th District*

Bill Finch  
*Mayor*

Fleeta Hudson  
*City Clerk*

Mr. Andrew Nunn  
Chief Administrative Officer  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

Dear Mr. Nunn,

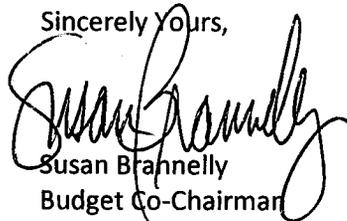
Please consider this a formal request of the Budget Committee of the City Council to have regular updates from the department heads to the Budget Committee on the status of each department's budgets. It is our intent to meet with the largest departments quarterly and some smaller departments biannually. These meetings will be a standing item on the agenda of the Budget & Appropriations Committee. As you know, our regularly scheduled meetings are held the second Monday of every month.

As a matter of format, we would like each department to address the status of their department goals as published in the 2014 budget. We will be asking about variances, true or anticipated, in their line items from the budgeted revenue and appropriations and the status of initiatives that are intended to yield savings or efficiencies.

The committee will determine and announce at each meeting which department will be seen the subsequent meeting. This determination will be decided by the size of the department's budget and potential for variance. The committee will develop a schedule for regular updates from smaller departments. We will communicate these requests to you and ask that you communicate this plan with your department heads.

Thank you in advance for assistance in getting this very important process realized.

Sincerely Yours,

  
Susan Brannelly  
Budget Co-Chairman

  
Michael Marella  
Budget Co-Chairman

RECEIVED  
CITY CLERK'S OFFICE  
2014 JUL 30 A 10:03  
ATTEST  
CITY CLERK

Cc: Mayor Bill Finch  
Tom Sherwood, Director OPM  
Tom McCarthy, President City Council

# RESOLUTION

By Councilmember(s): Enrique Torres

Susan Brannelly

District: 130<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

August 4, 2014

Referred to:

Board of Police Commissioners

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

*City Clerk*

RECEIVED  
CITY CLERK'S OFFICE

2014 JUL 28 P 3 59

ATTEST  
CITY CLERK

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

WHEREAS, our streets and roads are travelled by motor vehicle, bicyclist, motorcyclist and pedestrians alike; and

WHEREAS, the Black Rock neighborhood around Saint Mary's by the Sea is primarily residential and home to many older adults and families with young children; and

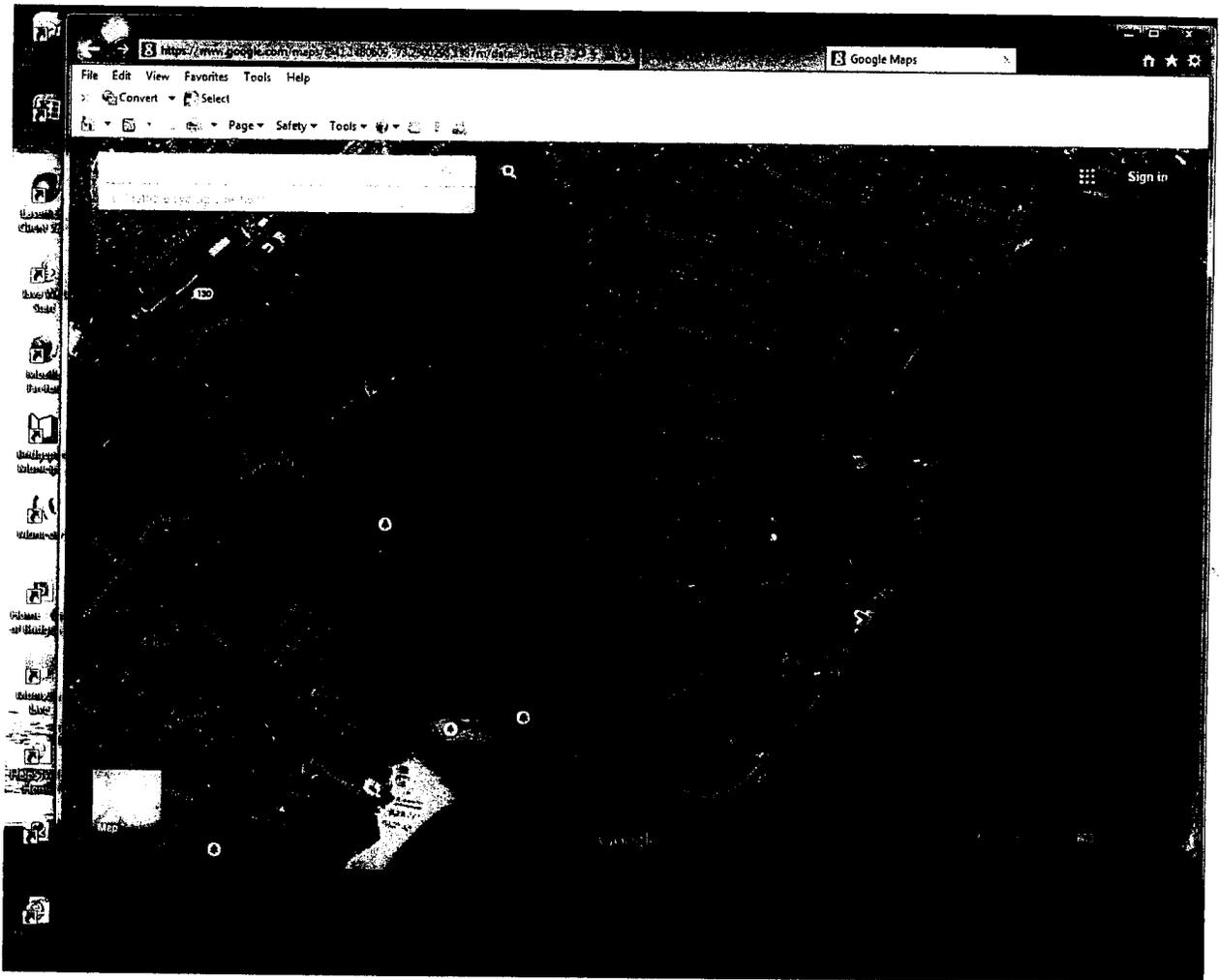
WHEREAS, motor vehicles traveling south on Grover's Avenue and Gilman Street from their intersection with Courtland Avenue often exceed the speed limit or travel at a speed that is unsafe for vehicles, pedestrians and bicyclists thus heightening the risk for an accident; and

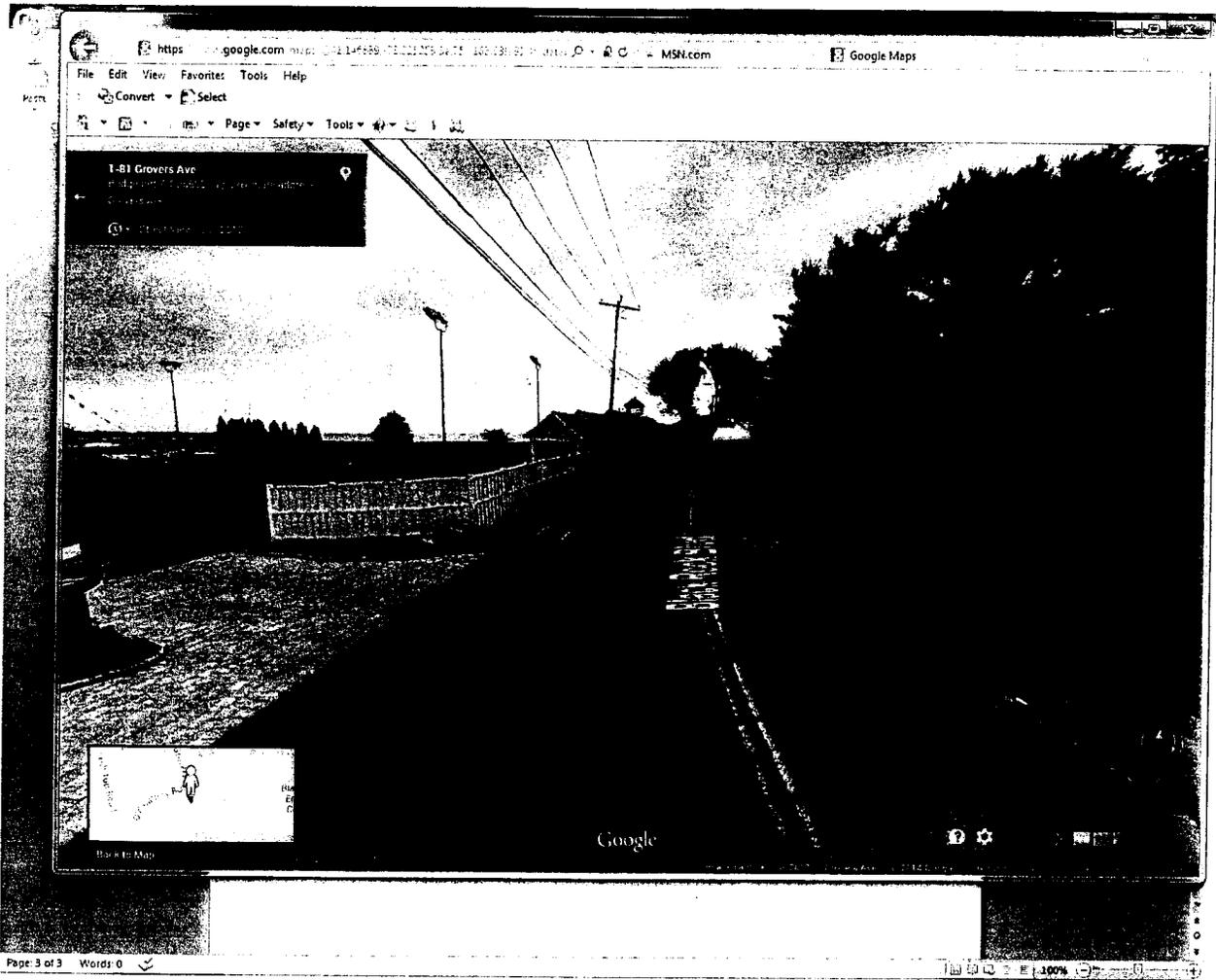
WHEREAS, Grover's Avenue southbound ends at Black Rock Boulevard and Gilman Street ends at Eames Boulevard where the posted speed limit is 15 MPH; and

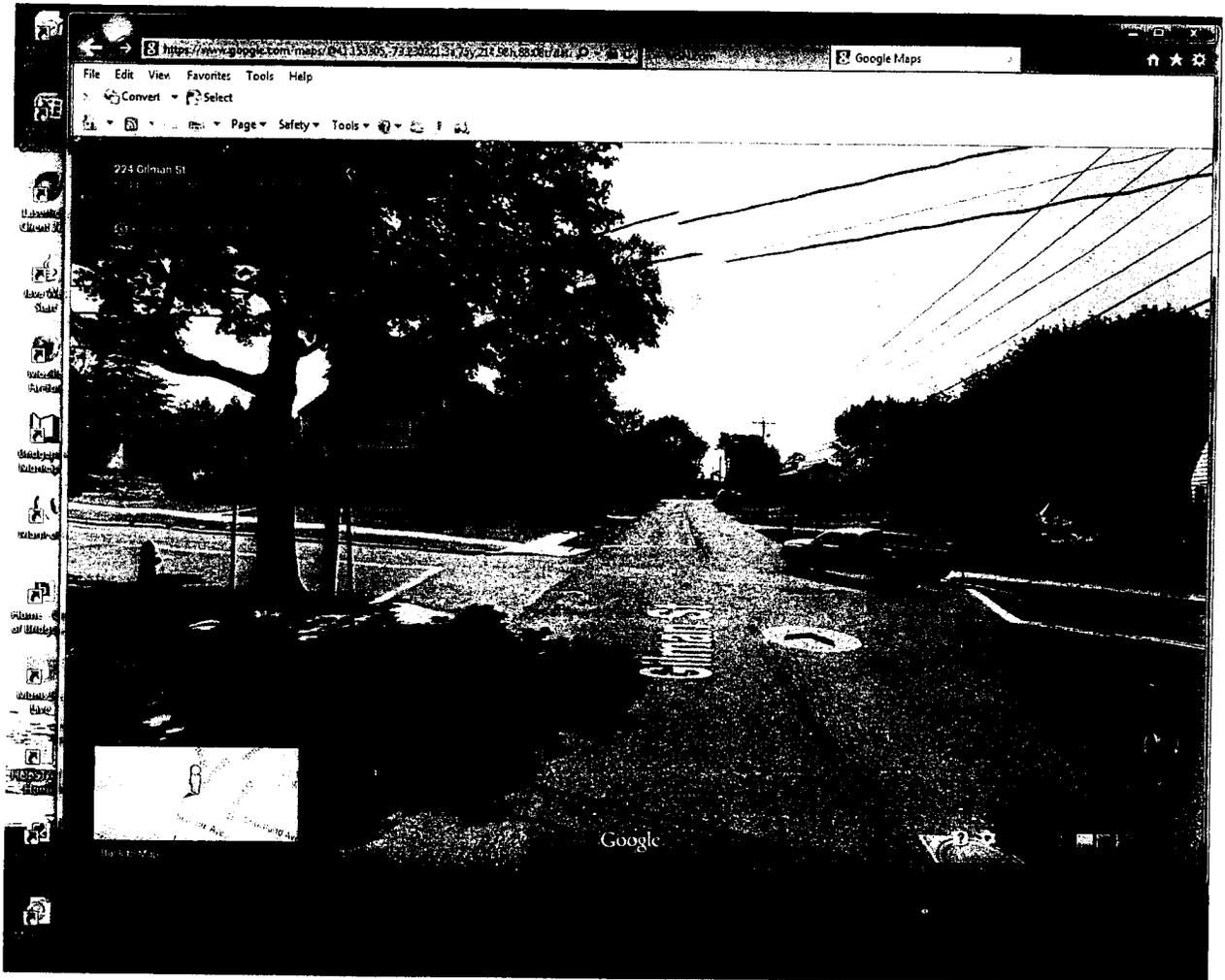
NOW, THEREFORE, BE IT RESOLVED, that the Council requests that the Board of Police Commissioners approve a speed limit of 20 MPH in both directions along Grover's Avenue and Gilman Street from their intersection with Courtland Avenue to their intersection with Black Rock Boulevard and Eames Boulevard with appropriate speed warning signage posted in both directions along the route.

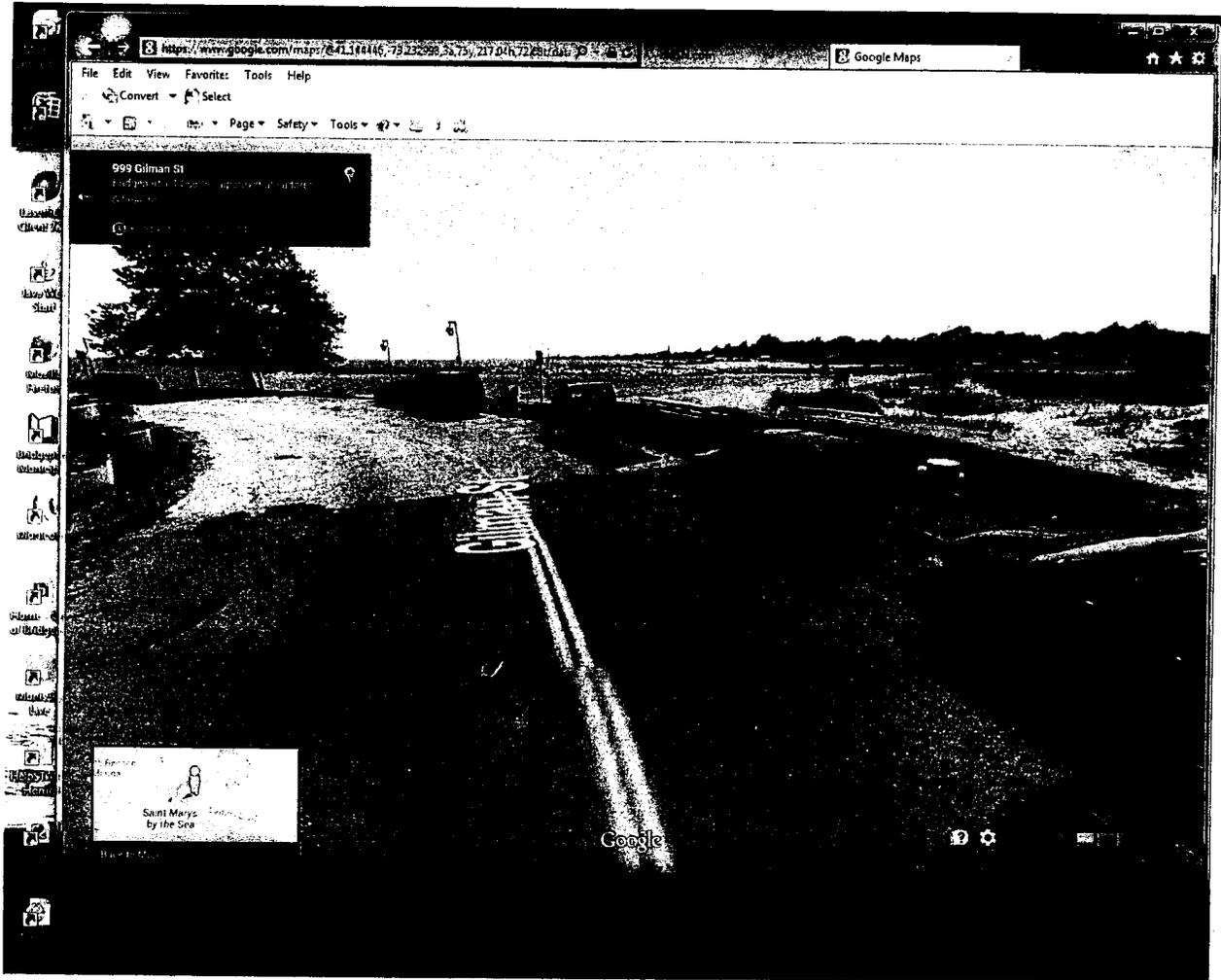
*Referrals Made:*











# RESOLUTION

By Councilmember(s): Thomas C. McCarty  
Howard Austin, Sr.

District: 133<sup>rd</sup>

Introduced at a meeting  
Of the City Council, held:

August 4, 2014

Referred to:

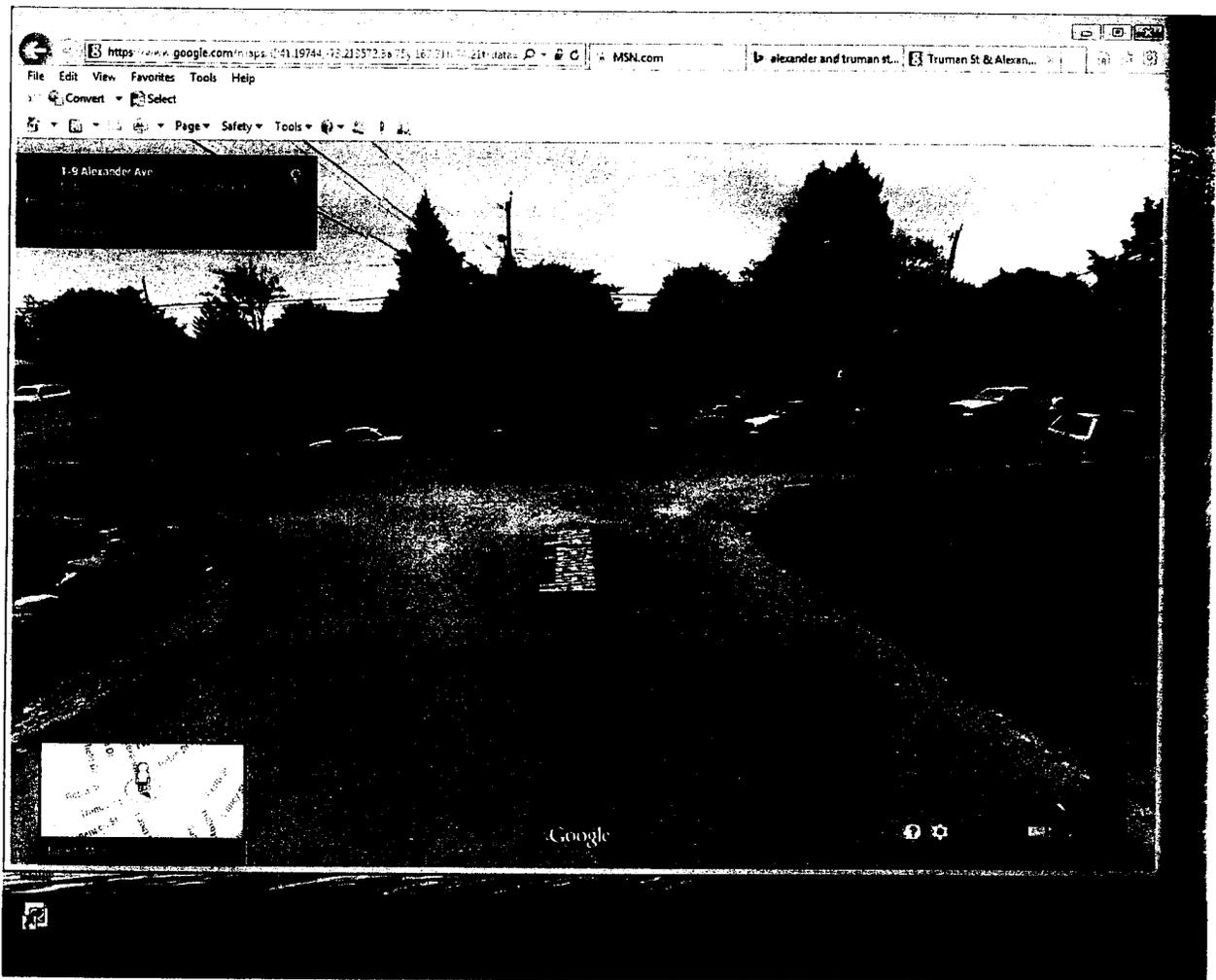
Board of Police Commissioners

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

RECEIVED  
CITY CLERK'S OFFICE  
2014 JUL 28 P 1:52  
ATTEST  
CITY CLERK

WHEREAS, maintaining the safety and well being of Bridgeport residents is a priority of the City Council; and  
WHEREAS, our streets and roads are travelled by motor vehicle, bicyclist, motorcyclist and pedestrians alike; and  
WHEREAS, the neighborhood around Alexander Avenue and Truman Street is primarily residential and home to many older adults and families with young children; and  
WHEREAS, motor vehicles traveling down Alexander Avenue towards the Truman Street intersection often do not come to a complete stop before entering Truman Street thus heightening the risk for an accident; and  
NOW, THEREFORE, BE IT RESOLVED, that the Council requests that the Board of Police Commissioners approve installation of a stop sign with appropriate signage on Alexander Avenue at its intersection with Truman Street.

*Referrals Made:*



**\*58-13 Consent Calendar**

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.

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**Report  
of  
Committee  
on  
Contracts**

Submitted: May 19, 2014

Tabled & Ref'd Back to Committee May 19, 2014

Resubmitted: August 4, 2014

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

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

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

**\*58-13 Consent Calendar**

**Second Amended Resolution of the City Council  
Concerning Hangar Lease with the Connecticut  
Aerospace Hall of Fame and Museum, Inc. For the  
Location of the Connecticut Air & Space Center  
At Sikorsky Memorial Airport**

**WHEREAS**, the Connecticut Aerospace Hall of Fame and Museum, Inc. (CASM) desires to renovate at its sole cost and expense the Curtiss Hangar at the Airport and to create the Connecticut Air & Space Center open to the public to exhibit the City-owned FG-1D Corsair aircraft, aviation artifacts, historic documents and educational displays open to the public, and to operate a maintenance/repair shop and offices; and

**WHEREAS**, the City believes that this is an appropriate use for the Curtiss Hangar and in return for CASM's investment desires to lease the Curtiss Hangar, attached buildings, and a certain display area to be used in common with the City as more particularly described in the Hangar Lease; and

**WHEREAS**, the City and CASM desire to enter into the Hangar Lease on the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED:**

**That Section 15 of the Hangar Lease should be deleted and the following inserted in its place:**

15. Commencing with the first day of the month following the issuance of the last-to-be-issued permit, consent or approval to commence the Restoration Obligations described in paragraph 6 hereof ("Restoration Start Date"), the Landlord shall furnish and pay for reasonably adequate electric current, water, sewer and heat service to the Demised Premises (but not the equipment and appliances making use of such utilities, the procurement, installation, operation and maintenance of which shall be Tenant's exclusive responsibility) (each a "Utility Service" and collectively the "Utility Services") for a period of three (3) years or until a certificate of occupancy is issued for the Demised Premises, whichever shall first occur ("Operations Start Date"), provided, however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing any of such Utility Services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatsoever beyond the reasonable control of the Landlord ("Force Majeure").



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\*58-13 Consent Calendar

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For the twelve (12) month period following the Operations Start Date (the "Measuring Period"), Landlord shall pay for the cost of Utility Services to the Demised Premises that are (a) charged directly to the Landlord for the Demised Premises and (b) if one or more Utility Services are separately metered to the Tenant, shall promptly reimburse the Tenant for such Utility Services directly (collectively, the "Cost of Utility Services"). The Cost of Utility Services during the Measuring Period shall be the measure of the financial support from the Landlord to Tenant during the Measuring Period and during each subsequent year of the Lease ("Financial Support"), as such Financial Support shall be increased in accordance with the percentage increase, if any, specified in the annual U.S. Bureau of Labor Statistics Division of Consumer Prices and Price Indexes applicable to fuels, gas (piped) and electricity most closely relevant to the Bridgeport metropolitan area for the prior twelve (12) months ("CPI"). If such CPI index is eliminated or discontinued, the parties shall mutually choose an equivalent consumer price index relevant to the cost of Utility Services.

Tenant, in the course of its restoration and operation during the term of this Lease shall make all reasonable efforts to conserve the use of all Utility Services made available to the Demised Premises in accordance with this paragraph 15.

**THAT the following addition is made to Section 2 of the Hangar Lease:**

The parties agree to that within one (1) year of the execution date of the Lease they will assemble appropriate historic preservation standards, practices, policies and loan documents relative to the restoration, care, loan and return of the City's FG-1D Corsair aircraft and to adopt, execute, and put into practice the agreements, policies and practices governing the restoration, care, loan and return of this historic aircraft in a manner that is not inconsistent with the Tenant's possession and use of the Corsair under this Lease.

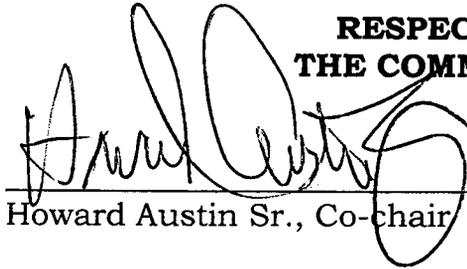
**THAT the City agrees to grant a 98-year lease of the premises described in the Hangar Lease, as modified hereby, for purposes of renovating the Curtiss Hangar and attached buildings to enable the creation of the Connecticut Air & Space Center and authorizes the Mayor or his designee to execute all documents, take all other actions and do all other things necessary in furtherance of and consistent with this resolution and in the best interests of the citizens of Bridgeport.**

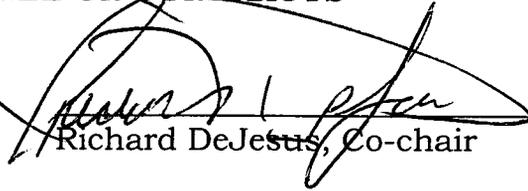


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**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Howard Austin Sr., Co-chair

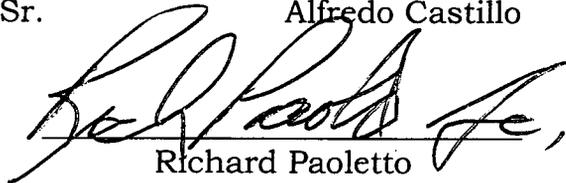
  
Richard DeJesus, Co-chair

\_\_\_\_\_  
Susan T. Brannelly

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

\_\_\_\_\_  
Richard D. Salter, Sr.

\_\_\_\_\_  
Alfredo Castillo

  
Richard Paoletto

City Council: May 19, 2014  
Tabled & Ref'd back to Committee on 5/19/14  
Resubmitted on August 4, 2014

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

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

WITNESSETH

1. Demised Premises.

(a) Exclusive Possession:

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

(b) Shared Possession:

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

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

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

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

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

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

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

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

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

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

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

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

012114

"The City of Bridgeport, its elected officials, officers, department heads, employees, successors and assigns, as their interest may appear.

Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604"

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

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

**General Requirements:**

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

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

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

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

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

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

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

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

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

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

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

10. Tenant further agrees that no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Demised Premises or building(s) without the prior written approval of the Landlord which shall not be unreasonably refused. Notwithstanding the above, Tenant shall be entitled to fix upon the front and rear of the Hangar a removable sign (which may be a single or multiple-piece attachment) identifying the Hangar with Tenant's name and logotype. Upon the expiration of the Lease or its earlier termination as specified hereinabove, Tenant shall, at its sole and exclusive expense, remove said signs and repair any damage to the Hangar caused by sign attachment point brackets and/or other hardware. Sign design, dimensions, reflectivity and/or other attribute possibly having adverse effect upon safe aircraft operation, and placement to be approved by Landlord prior to installation. Such approval shall not be unreasonably withheld.
11. Tenant further agrees that it will allow the Landlord, its agents or employees to enter the Demised Premises at reasonable times to examine, inspect or to protect the same or to prevent damage or injury to the same or to the Corsair, or to make such repairs as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this Lease.
12. Tenant will not use or permit the Demised Premises or any part thereof to be used for any disorderly, unlawful or extra-hazardous purpose, nor for any other purpose than hereinbefore specified, without the prior written consent of the Landlord.
13. All injury to the Demised Premises caused by Tenant and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by Tenant, at the expense of Tenant. In the event that Tenant shall fail to take reasonable steps to do so within thirty (30) days after the existence of such injury and/or breakage has come to the notice of Tenant, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any reasonable charge or cost so incurred by the Landlord shall be paid by Tenant, subject to Landlord's presentation to Tenant of detailed incurred expense documentation. Tenant shall not be deemed to have defaulted in its obligations hereunder during any period in which an insurer or governmental entity is conducting an investigation or study with respect to such injury and/or breakage or where such injury or breakage cannot reasonably be repaired due to the expense or nature of such repair. In such event the parties agree to cooperate with each other to arrive at a mutually agreeable resolution to such injury and/or breakage.
14. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted on the Demised Premises. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the Demised Premises which are caused by the conduct and operation of said business or by virtue of equipment or property contractors, employees, or invitees of the Tenant in said Demised Premises. Landlord shall not be liable for (1) any damage to property placed in the custody of its employees, nor the loss of any property by theft by parties other than the Landlord or its employees; (2) damage or injury to persons or property unless due to Landlord's negligence; (3) interference with light and air.

15. The Landlord shall furnish reasonably adequate electric current, water, heat and air conditioning service (but not the equipment and appliances making use of such utilities) during the appropriate season of the year in response to Tenant's requirements which shall be provided to Landlord during but not later than completion of the restoration as described hereinabove, provided, however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing any of such services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatsoever beyond the reasonable control of the Landlord ("Force Majeure"). Tenant, in the course of its operation during the term of this Lease shall make all reasonable efforts to conserve the use of all utilities provided by Landlord.
16. If Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition of bankruptcy or for receivership be instituted against the Tenant and the same be not dismissed within thirty (30) days of the filing thereof, or if the Tenant be adjudged bankrupt, then and in any of said events this Lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this Lease.
17. It is agreed that if the Tenant shall fail to pay the rent as aforesaid at the time the same shall become due and payable or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements herein contained on the part of the Tenant to be kept and performed and Tenant shall not have initiated and thereafter pursued with due diligence termination of any said violation and/or elimination of any such negligent failure to perform as is specified in written notice furnished to Tenant by Landlord within thirty (30) business days of Tenant's receipt of such written notice or if the Demised Premises shall become vacant or deserted for a period of longer than thirty (30) successive days following the issuance of a certificate of occupancy, then, at the option of the Landlord, the Tenant's right of possession shall thereupon cease and the Landlord may forthwith proceed to recover possession of the Demised Premises by process of law, including but not limited to recovery of possession of the Corsair. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by the Landlord. For purposes of this section, Tenant shall not be deemed to have violated or failed to perform any provision of this Lease during any tie in which such alleged violation or failure is disputed in good faith by Tenant or where the cure of such violation or failure is impossible or impractical for reasons outside Tenant's direct control.
18. In case of damage by fire or other casualty to the Corsair, Demised Premises or any part thereof not caused by Tenant or Tenant's Directors, Officers, employees, volunteers, invitees or licensees, the Landlord shall have sixty (60) days within which to repair and restore the same; provided, however, that Landlord shall not be in breach of its obligation hereunder in the event that its performance is rendered impracticable due to Force Majeure circumstances, its performance to commence and/or resume upon the cessation of the Force Majeure circumstance.
19. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to their respective heirs, executors, administrators, successors, and assigns.

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

If to the Landlord:

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

With copy to:

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

If to the Tenant:

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD

TENANT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

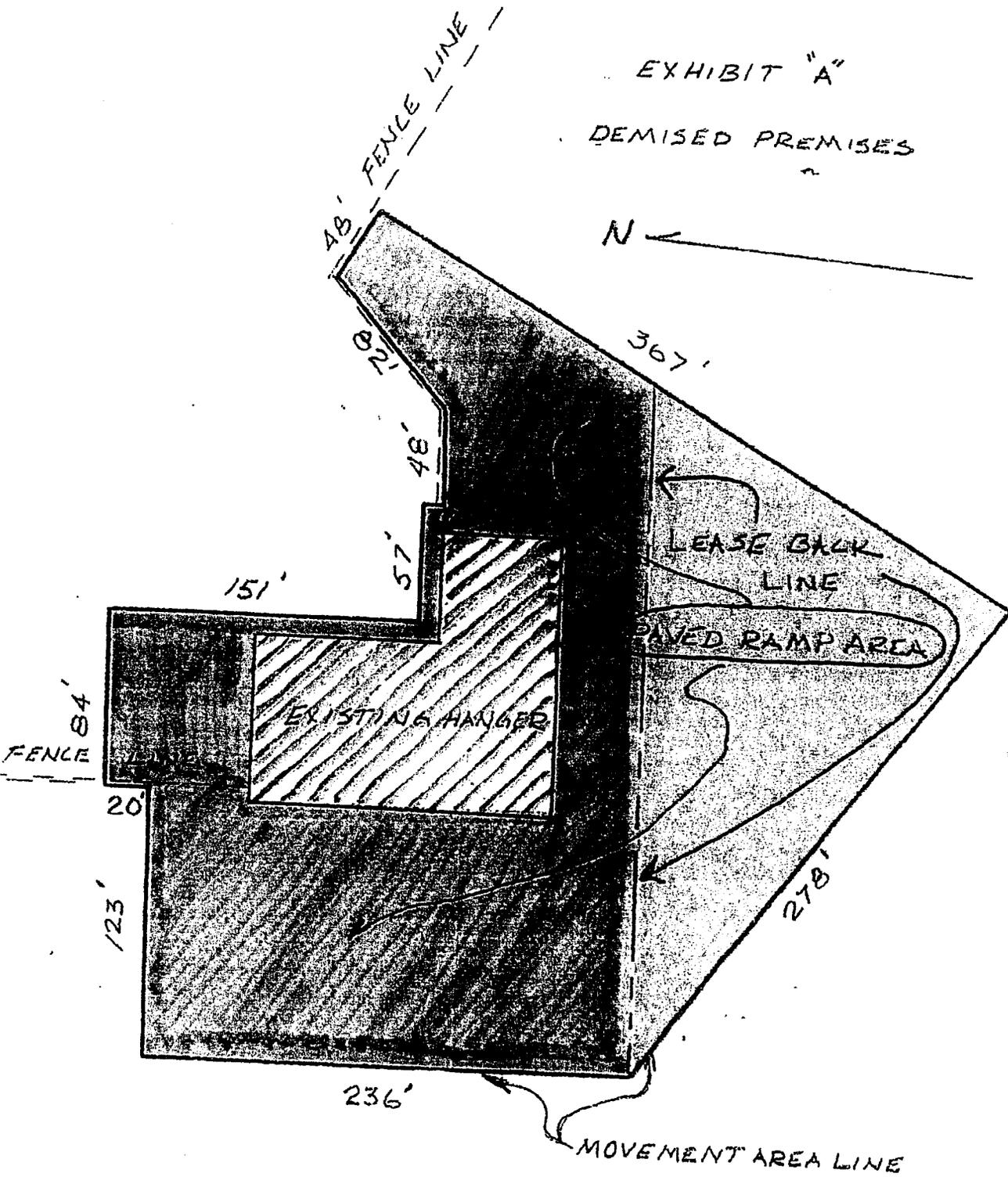
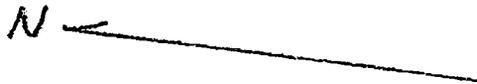
Witness: \_\_\_\_\_

Exhibits to be attached:

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

EXHIBIT "A"

DEMISED PREMISES



LEASED AREA

CT AIR & SPACE CENTER

OCTOBER 14, 2013

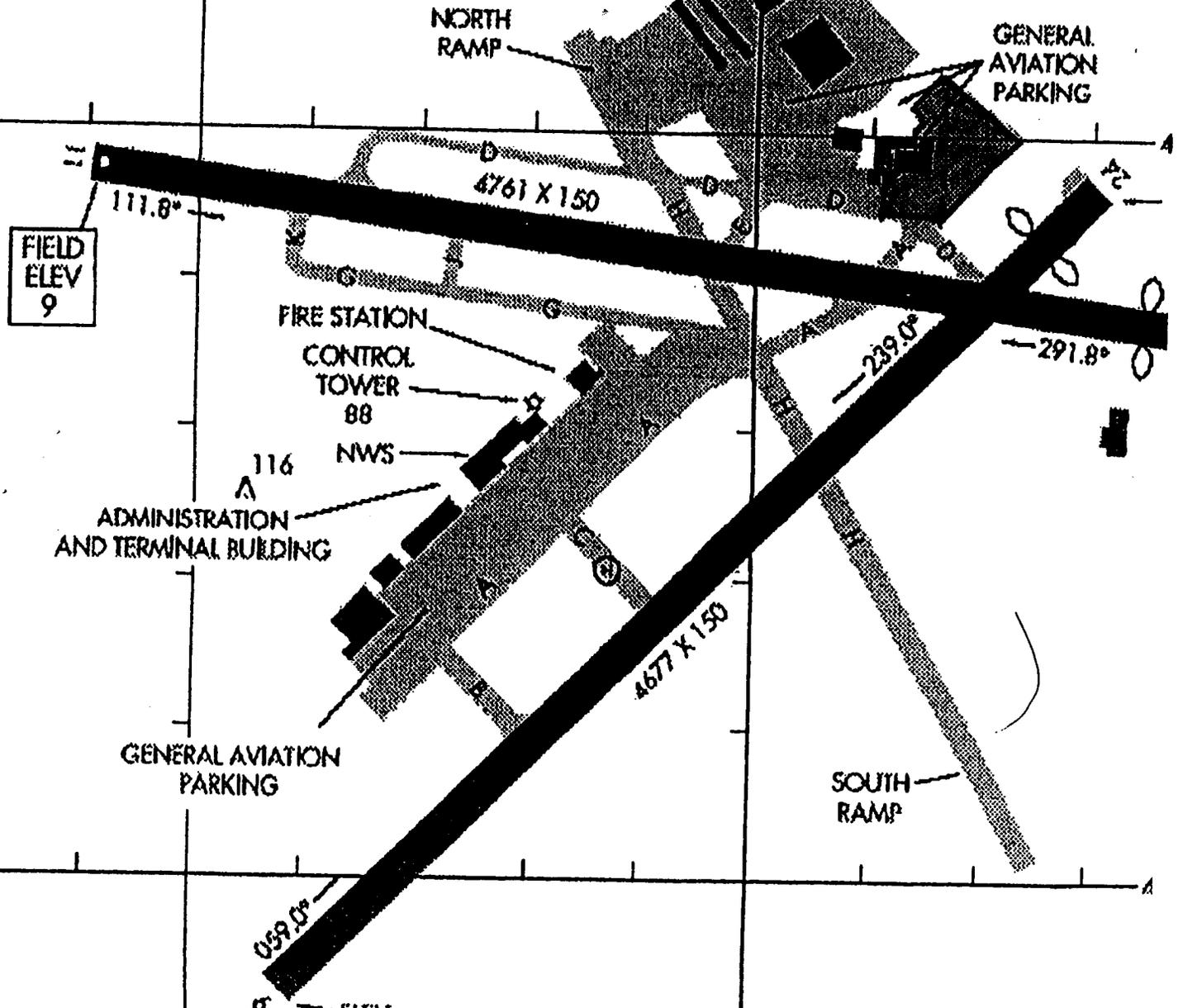
03191

# AIRPORT DIAGRAM

BRIDGEPORT / IGOR I. SIKORSKY MEM  
AL-621 (FAA) BRIDGEPO

ATIS 119.15  
BRIDGEPORT TOWER \*  
120.9 257.8  
GND CON  
121.9 257.8  
CINC DEL  
121.75

JANUARY 1995  
ANNUAL RATE OF CHANG  
0.0° W



NE-1, 22 DEC 2005 16 19 JAN 2006



# Igor I. Sikorsky Memorial Airport

## Airport Certification Manual

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Pauline Mize

Airport Manager

September 30, 2013

Revision # 20 – September 2013

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**REVISION LOG: Sikorsky Memorial Airport**

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

**REVISION LOG: Sikorsky Memorial Airport**

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

**REVISION LOG: Sikorsky Memorial Airport**

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

## REVISION LOG: Sikorsky Memorial Airport

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

**REVISION LOG: Sikorsky Memorial Airport**

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

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## INTRODUCTION

### A. PURPOSE

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

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

### B. KEEPING THIS MANUAL UPDATED

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

### C. DISTRIBUTION

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

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

## **Distribution List**

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

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

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

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

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

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

D. EXEMPTIONS/LIMITATIONS (139.111)

Limitations: Non-Air Carrier Runways

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

Runway 6-24 – Full Length

Runway 11-29 – Full Length

Limitations: Non-Air Carrier Taxiways

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

Taxiway Alpha - east of Taxiway Delta

Taxiway Delta - between Taxiway Alpha and Taxiway Echo

Taxiway Hotel - south of Runway 6/24

E. PROCEDURES FOR REPORTING DEVIATIONS (139.113)

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

F. AIRPORT LAYOUT MAPS 139.203 (b)

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

2. Airport Movement Areas

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

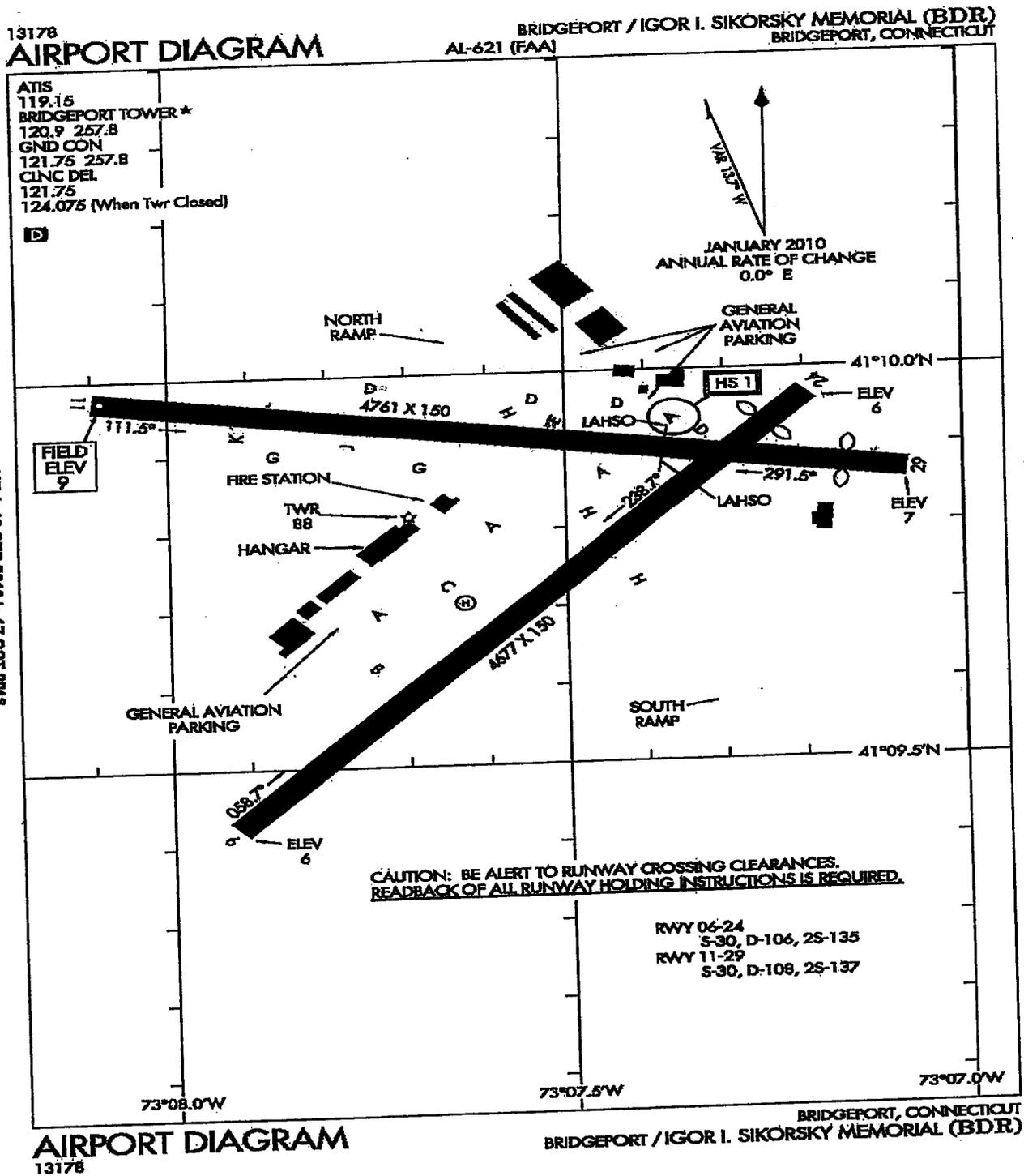
Runway	6	4677' x 150'	Asphalt
Runway	24	4677' x 150'	Asphalt
Runway	11	4761' x 150'	Asphalt
Runway	29	4761' x 150'	Asphalt
Taxiway	A	3350' x 50'	Asphalt (*)
Taxiway	B	450' x 70'	Asphalt
Taxiway	C	450' x 70'	Asphalt
Taxiway	D	2800' x 50'	Asphalt (*)
Taxiway	E	200' x 60'	Asphalt
Taxiway	G	1850' x 60'	Asphalt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

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

Note: All taxiway lengths are approximate

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

# EXHIBIT 1A - RUNWAY & TAXIWAY DESIGNATION SYSTEM



**1) RECORDS      139.301**

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

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

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

**PERSONNEL      139.303**

Line of Succession & Key Personnel

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

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

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

Personnel Position Descriptions

Airport Manager:

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

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

Airport management shall:

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

Superintendent of Operations:

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

Airport Certification Specialists:

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

## Personnel Qualifications

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

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

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

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

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

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

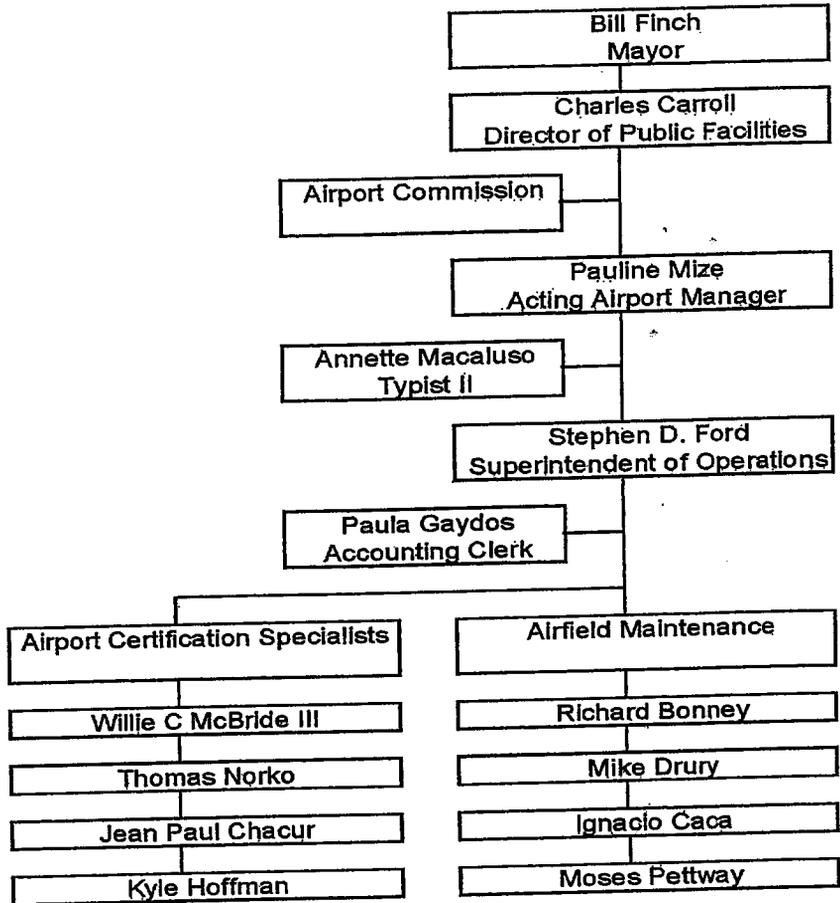
KYLE HOFFMAN, has been employed with the City of Bridgeport and Sikorsky Memorial Airport since March 2013. He has delegated authority to act in the absence of the Airport Manager.

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

EXHIBIT 2A – BDR ORGANIZATIONAL CHART

**Sikorsky Memorial Airport  
City of Bridgeport**

**BDR Organization Chart**



### 3. PAVED AREAS 139.305

#### A. Inspection

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

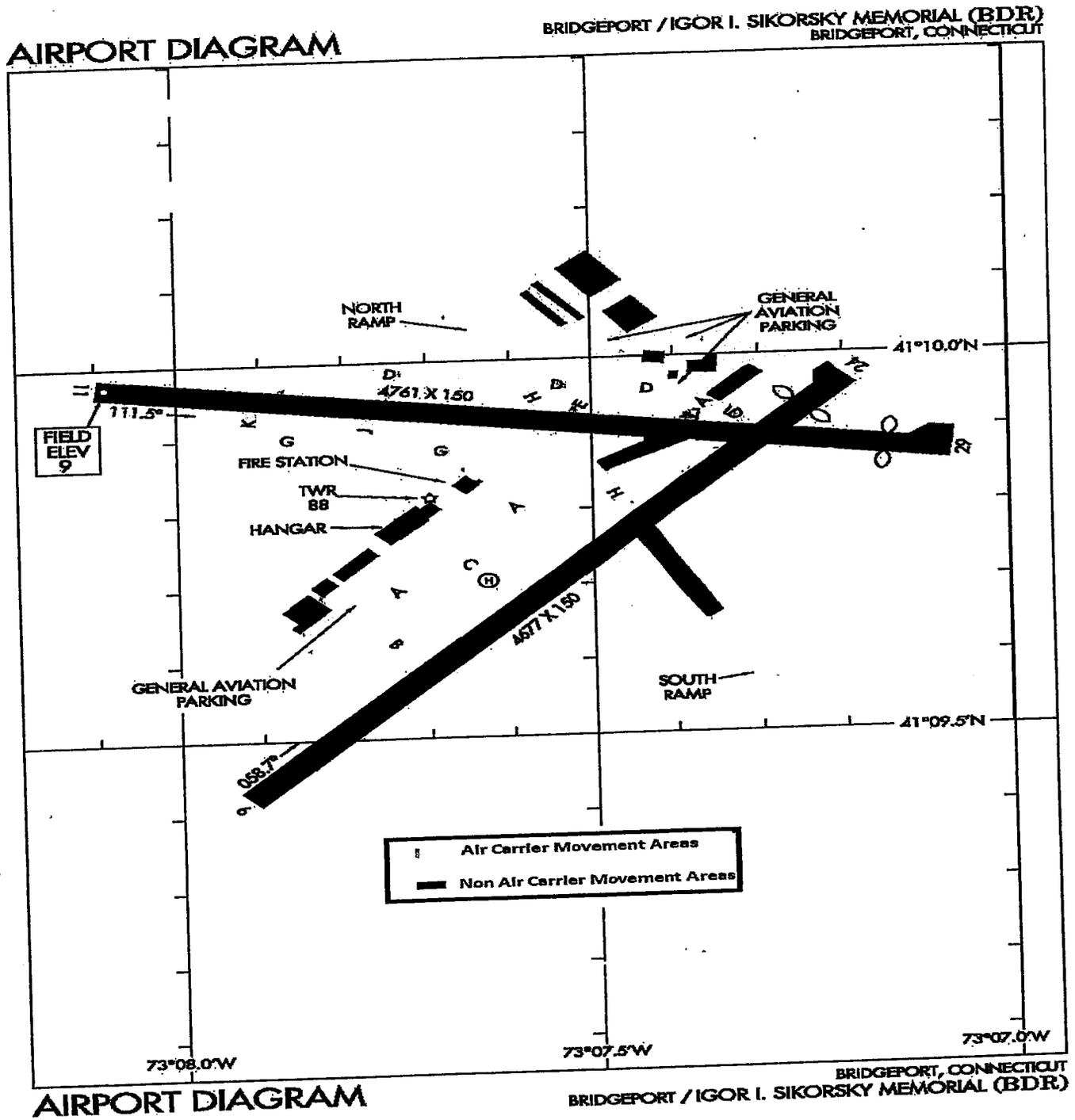
1. No pavement lip shall be allowed to be more than three (3) inches above the level of the shoulder soil.
2. No hole in the pavement shall be allowed to exceed three (3) inches in depth, have sides exceeding 45 degrees nor be greater than five (5) inches in diameter.
3. The pavement shall be free of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

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

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

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

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



4. UNPAVED AREAS 139.307

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

5. SAFETY AREAS 139.309

A. Runway Safety Area Description:

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

B. Runway Approach Safety Areas:

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

C. Taxiway Safety Areas Associated with Air Carrier Operations:

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

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

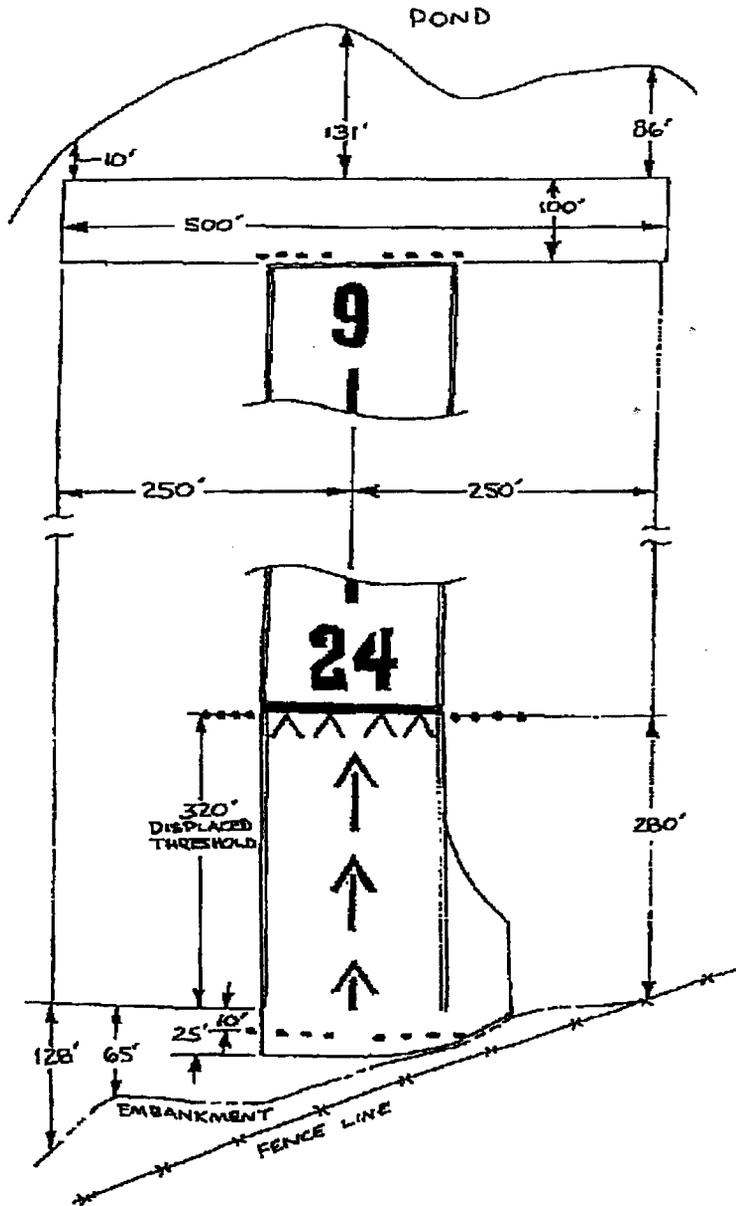
Note: All taxiway lengths are approximate

D. Maintenance of Safety Areas:

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

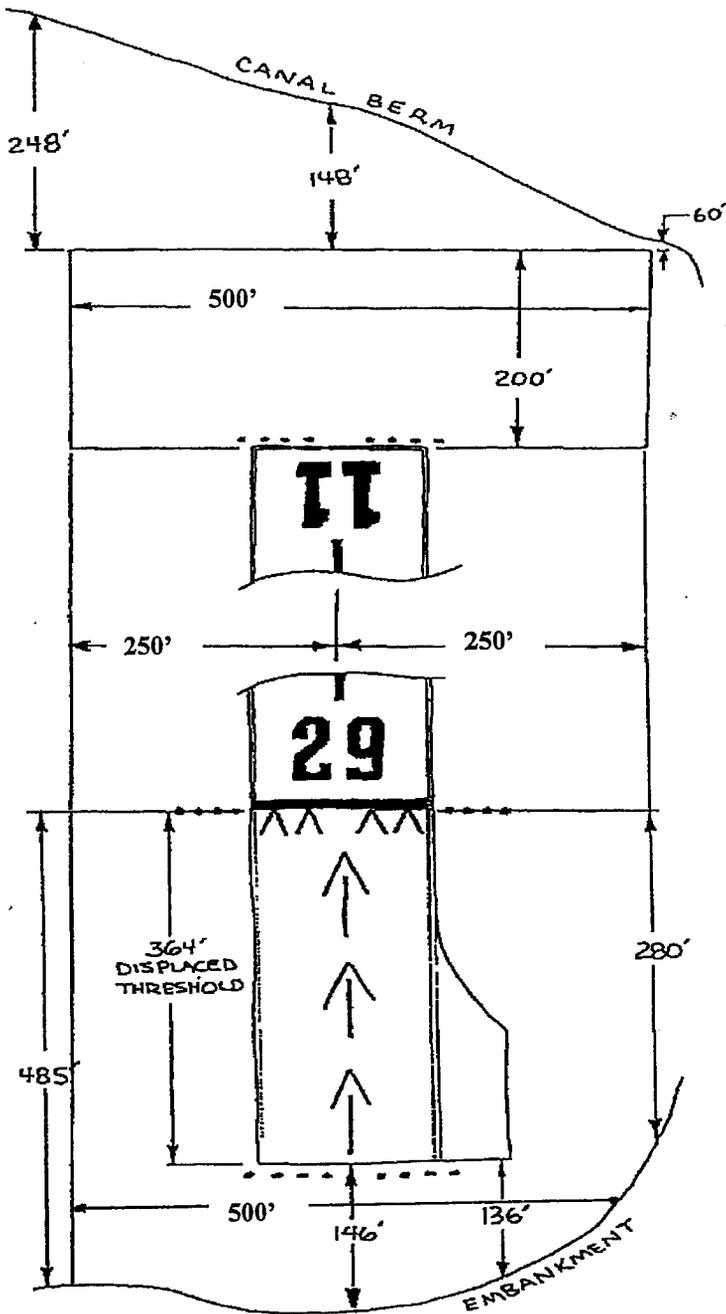
**EXHIBIT 5A - RUNWAY 6-24 SAFETY AREAS**

**EXHIBIT 6A - RUNWAY 6-24 SAFETY AREAS**



**EXHIBIT 5B - RUNWAY 11-29 SAFETY AREAS**

**E Exhibit 5B - Runway 11-29 Safety Area**



## 6. MARKING, SIGNS AND LIGHTING 139.311

- A. It is the responsibility of Airport Operations personnel to inspect, check the functioning of, and repair as necessary, the lighting equipment, airfield signs and markings. A supply of replacement bulbs, lenses, reflectors and replacement pole mounted light units is kept on hand for maintenance purposes. The Superintendent of Operations will schedule repainting of the marking when paint becomes significantly dulled or worn. Inspections will be made as stipulated in Section 14 of this manual.
- B. High-Intensity runway lights illuminate runway 6; the runway ends by split-lens end lights. The threshold of runway 6 is equipped with REIL lights. Runway 6 is equipped with PAPI lights. High-Intensity runway lights illuminate runway 24; the runway ends by split-lens end lights. The threshold of runway 24 is equipped with REIL lights. The approach end of Runway 24 is equipped with threshold and displaced threshold lights. Runway 24 is equipped with VASI lights. High-Intensity runway lights illuminate runway 11; the runway ends by split-lens end lights. The threshold of runway 11 is equipped with REIL lights. Runway 11 is equipped with PAPI lights. High-Intensity runway lights illuminate runway 29; the runway ends by split-lens end lights. The threshold of runway 29 is equipped with REIL lights. The approach end of Runway 29 is equipped with threshold and displaced threshold lights. Runway 29 is equipped with VASI lights.
- C. Marking - All runways, taxiways, and holding position markings are marked in accordance with AC 150/5340-1K (Standards for Airport Markings), and contain the following markings:
- Runway 6 – Threshold, Aiming Point, Touchdown Zone.
  - Runway 24 – Displaced Threshold, Threshold, Aiming Point.
  - Runway 11 – Aiming Point.
  - Runway 29 – Displaced Threshold, Threshold, Aiming Point.
- BDR does not enhanced runway or taxiway markings or any surface painted signs.
- D. Signs - Taxiway and runway guidance signs are provided and all airfield signs are placed in accordance with the FAA-approved Airport Sign and Marking Plan, and they meet the standards of AC 150/5340-18D (Standards for Airport Sign Systems).
- E. Taxiway/Runway holding position signs are situated as required by FAA regulations.
- F. The airport beacon is an HB36 with one 400-watt halide lamp, and it is situated on top of the control tower with obstruction lights. The airport beacon meets the standards outlined in AC 150/5345-12E.
- G. An illuminated Segmented Circle Wind Sock provides wind indication. The Segmented Circle meets the standards outlined in AC 150/5340-5B.
- H. Electrical power for the runway and other lighting is supplied by United Illuminating Power Company, and the auxiliary generator provides back-up power in the event of an electrical failure.

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

**EXHIBIT 6A - SIGN PLAN - PAGE 1**

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

## 7. SNOW AND ICE CONTROL

139.313

### 1. Responsibilities and Supervision:

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

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

B. Maintenance personnel will be responsible for:

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

C. All personnel will be responsible for:

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

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

D. Supervisory personnel:

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

## 2. Snow Positioning:

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

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

## 3. Ice Control:

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

## 4. Snow Removal Operations:

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

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

## 5. Movement Areas Inspection:

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

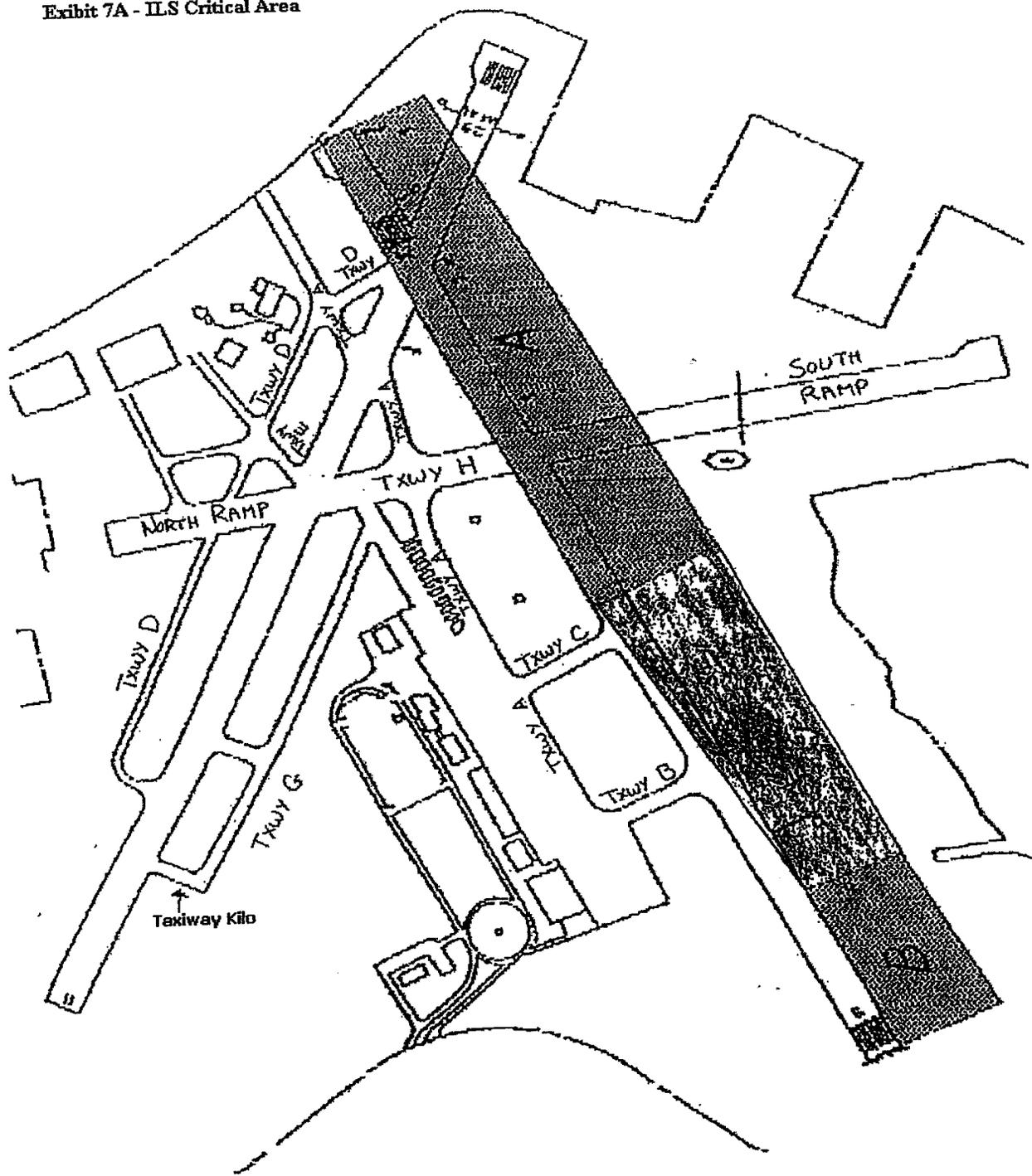
The above sequence can be changed at the discretion of the inspection personnel on duty, taking into consideration the nature and duration of the storm, direction of winds, type of accumulation (heavy wet snow, dry, frozen, slush, etc.) and time of day. The primary focus is the maintenance of the primary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

## 6. Snow and Ice Removal Equipment:

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

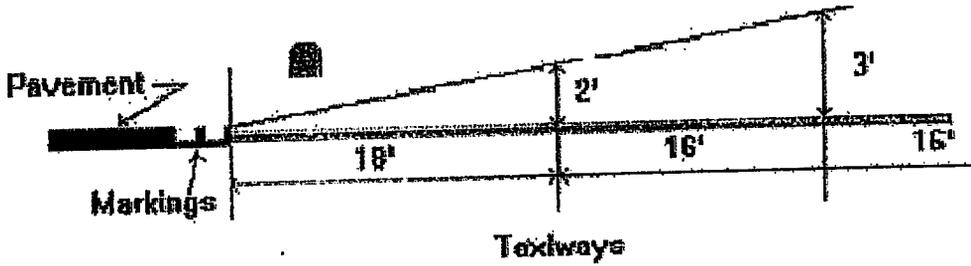
# EXHIBIT 7A - ILS CRITICAL AREA

Exhibit 7A - ILS Critical Area

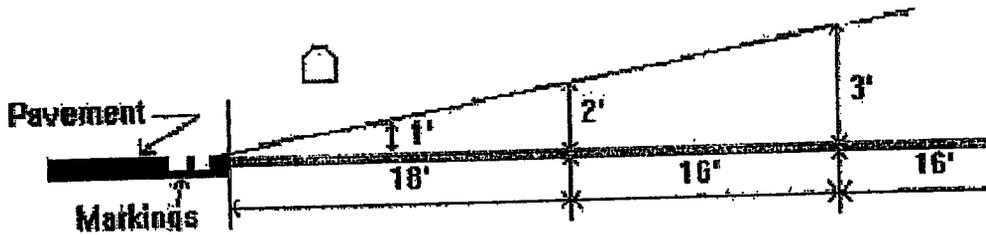


# EXHIBIT 7B - SNOW LIMITS

Exhibit 7B - Snow Clearance Limits



**Snow not to obscure lights from any angle.**



## EXHIBIT 7C – LOA – AIRPORT CONDITION REPORTING

Bridgeport FCT and City of Bridgeport, CT

### LETTER OF AGREEMENT

EFFECTIVE: February 19, 2010

SUBJECT: Reporting Airport Conditions

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

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

**3. RESPONSIBILITIES:**

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

**4. PROCEDURES:**

A. Airport Operations shall:

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

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

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

B. Bridgeport FCT shall:

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

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

---

JOHN RICCI  
Airport Manager  
Igor I. Sikorsky Memorial Airport

**δ. AIRCRAFT RESCUE AND FIRE FIGHTING: Index Determination 139.315**

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

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

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

### B. Vehicles:

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

1,500 - gallons of water

200 - gallons AFFF concentrate

500 - pounds dry chemical system allowing discharge via the Hand Line or Roof turret

- 1 each - 20 pound dry chemical Class D fire extinguisher for metal fires
- 2 each - 10 pound dry chemical Class B/C extinguisher
- 2 each - 20 pound Halon 1211 extinguisher

### J. This Unit is outfitted with the following apparatus:

1 each -Roof turret capable of delivering 375 gpm low-rate/ 750 gpm high-rate of water or 3% water foam (AFFF) OR: 16 lbs/sec. dry chemical

1 each -Bumper turret capable of delivering 300 gpm of water or 3% light water foam (AFFF)

1 each -Hand Line delivering 5lbs/sec. dry chemical

1 each -Hose reel delivering 60gpm water or 3% light water foam (AFFF)

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

1,500 - gallons of water

210 - gallons AFFF concentrate

500 - pounds dry chemical system allowing discharge via the Hand Line or Roof turret

- 1 each - 20 pound dry chemical Class D fire extinguisher for metal fires
- 2 each - 10 pound dry chemical Class B/C extinguisher
- 2 each - 20 pound Halon 1211 extinguisher

This Unit is outfitted with the following apparatus:

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

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

C. Advisory Circular References:

1. Vehicles:

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

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

2. Equipment:

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

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

## 10. AIRCRAFT RESCUE AND FIRE FIGHTING: Operation Requirements 139.319

### 1. Equipment and Training

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

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

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

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

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

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

### 2. Operational Requirements

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

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

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

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

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

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

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

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

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

4. Off-Airport ARFF Responses. An off-airport response to an aircraft accident or incident is at the trained judgment of the responding individuals in the ARFF vehicle. In the event the ARFF vehicle does leave the airport boundaries, the trained ARFF individual shall request ATCT to file a NOTAM precluding air carrier operations until such time that the ARFF vehicle returns to the airport or a second ARFF vehicle is properly manner.
5. Rescue and Firefighting Personnel Training and Qualification. Each person assigned to rescue and firefighting duty will be trained in the following subject areas prior to assignment to either temporary or permanent duty. Annual re-current training will be conducted in the same subject areas. The airport manager or designated trainer officer is responsible for ensuring that recurrent training is provided to the ARFF trained individuals.

Training records are maintained in each subject area below:

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

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

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

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

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

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

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

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

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

During non-ATCT hours, the alerting system can be activated through the ERS by dialing 911 on any standard telephone. FAA AFSS can initiate emergency response by calling Bridgeport ERS and will also notify airport personnel by standard telephone line.

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

Willie McBride  
Thomas Norko  
Jean Paul Chacur  
Kyle Hoffman

## **11. HAZARDOUS MATERIALS STORAGE AND HANDLING 139.321**

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

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

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

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

## Standards for Storage & Handling of Fuel

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

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

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

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

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

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

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

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

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

### Fueling and Defueling Aircraft

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

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

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

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

### Compliance

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

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

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

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

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

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

### Inspections

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

### Inspection of Fueling Agents

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

### Training

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

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

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

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

#### Non-compliance

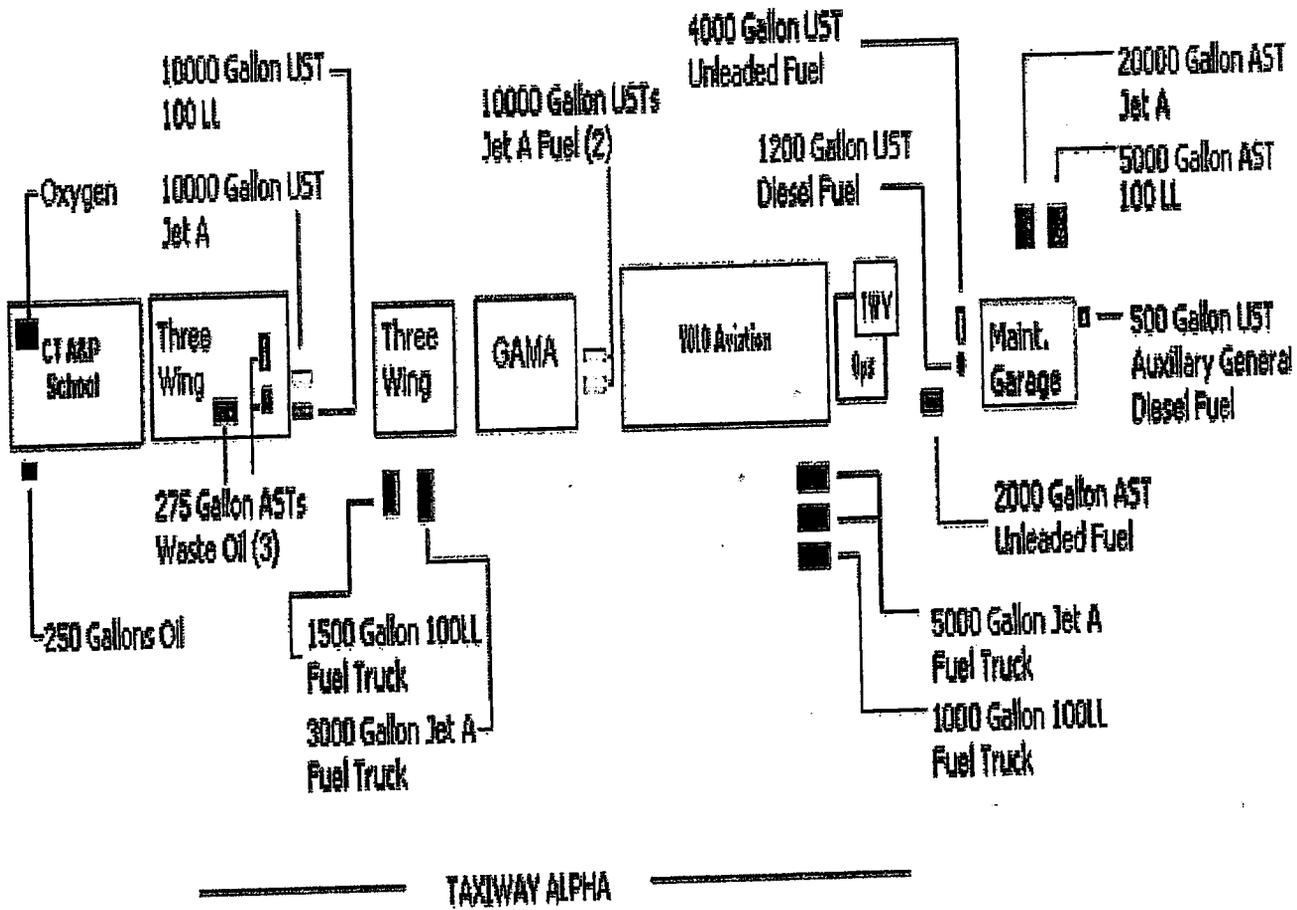
Should noncompliance with the requirements of this section be observed during any inspection of the tenant fueling facilities, those conditions are to be brought to the immediate attention of the fueling operator and the Airport Manager. Should the non-compliant condition pose a threat to persons or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

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

#### Reference to FAA Advisory Circulars

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

**EXHIBIT 11AI - HAZARDOUS MATERIAL LOCATIONS - TERMINAL AREA**



AST = Aboveground Storage Tank  
 UST = Underground Storage Tank

**EXHIBIT 11AII - HAZARDOUS MATERIAL LOCATIONS - ATLANTIC RAMP**

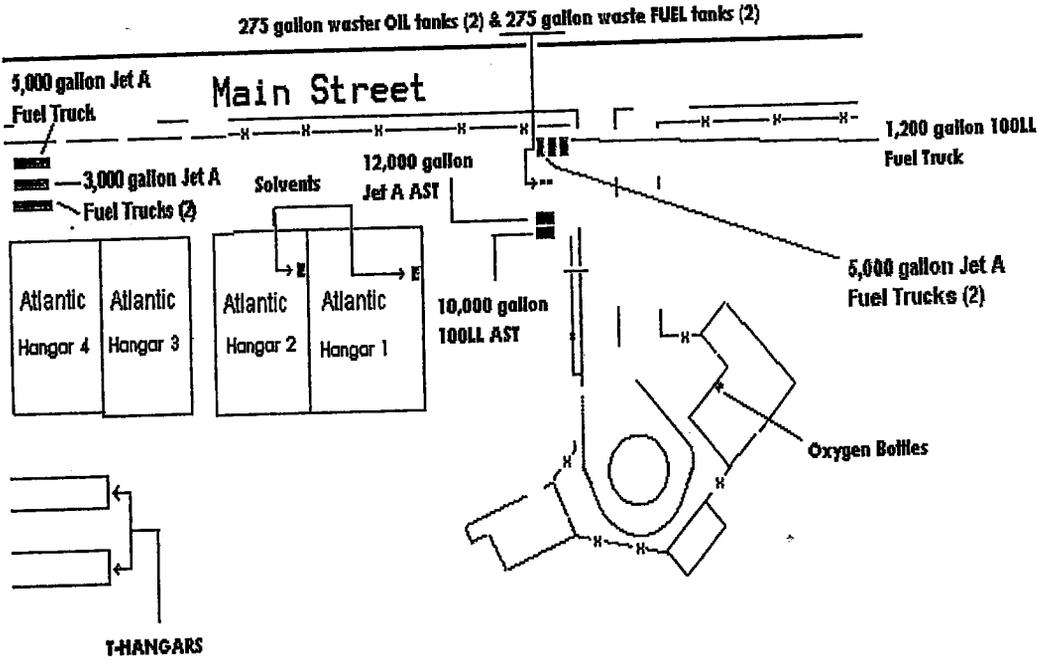


EXHIBIT 11B - FUEL HANDLING INSPECTION PERSONNEL

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

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

# EXHIBIT 11C - MOBILE FUELER INSPECTION FORM



## MOBILE FUELER INSPECTION

Truck No.:

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

INSPECTED BY: \_\_\_\_\_ SIGNED: \_\_\_\_\_

Fuel Type:  QUARTERLY  INITIAL   
 FOLLOW UP  OTHER

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

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

Vehicle Status: In Service Out of Service  Reviewed By:



# EXHIBIT 11D - FUEL STORAGE INSPECTION FORM

## FUEL STORAGE AREAS and LOADING and UNLOADING STATIONS

Facility #

FBO: \_\_\_\_\_

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

INSPECTED BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

FUEL TYPE:

QUARTERLY FOLLOW UP

INITIAL OTHER

S-Satisfactory    U-Unsatisfactory

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

OTHER REMARKS:

Is follow-up required?    YES    NO

Date for Follow-Up / Action: \_\_\_\_\_

Fuel Farm Status:    In Service    Out of Service

Reviewed by:

## 12. TRAFFIC AND WIND INDICATORS 139.323

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

**EXHIBIT 12A – SUPPLEMENTAL WINDSOCK MODIFICATION TO STANDARD**

**MODIFICATION TO AIRPORT STANDARDS**

**NUMBER: 122**

**AIRPORT:** Igor I. Sikorsky Airport, Stratford, Connecticut

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

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

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

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

**RECOMMENDED BY:**

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

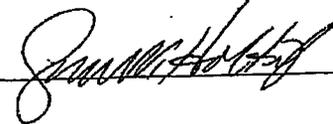
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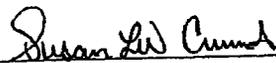
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Igor I. Sikorsky Memorial Airport  
Modification to Standards No. 122

COORDINATION:

DATE:

for ANE-200  JAN 15, 2004

BOSFPO  1-21-04

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



Memorandum

11147775

08. December, 2003

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

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

Dear Craig,

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

Sincerely,  
URS Corporation,

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

Enc:

cc: John Ricci, Sikorsky  
Gary Nash, URS

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

4645

[sikorsky/taxiway\112]

DEC 16 2003

# Airport Emergency Plan

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### 13. AIRPORT EMERGENCY PLAN 139.325

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

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

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

l(s) to emergencies at the airport as noted in Section 13 and

responsible for the establishment of the airport on-site incident  
fire emergency.

ected by the emergency are to be inspected, as indicated in  
at to the emergency and prior to returning to normal  
and responsibilities are detailed in the "Letters of Agreement" in  
March 1, 1992, and are also included

ected in Exhibit 13A at the end of the section. BFD and  
Maintenance Garage (G5), and Stratford Fire and EMS will stage at

regarding the development of the Airport Emergency Plan for

Emergency Plan has been distributed to all key

quired. NOTAMs will be issued by  
airport management or through the ATCT  
authorized by a ranking official of the  
airport to the on-site command center

will activate the ARFF alarm and  
fuel, maintenance building, airport  
operations to the ERC will be activated by

airport personnel can activate the ARFF  
(367-5351 or 911), cell phone, or by  
radio. These radios are maintained in all

## 2. Bomb Incidents

### A. Bomb Threat - General

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

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

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

### B. Bomb Threat - Airplane

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Natural Disaster Procedures**

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

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

## **5. Hazardous Materials and Dangerous Goods**

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

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

## **6. Sabotage and Other Interference**

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

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

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

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

## **7. Movement Area Power Failures**

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

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

## **8. Water Rescue**

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

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

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

## **9. Emergency Medical Services**

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

## **10. Medical Assistance Transport**

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

## **11. Hospital and Medical Personnel**

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

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

Bridgeport Hospital	St. Vincent's Medical Center
267 Grant Street	2800 Main Street
Bridgeport, CT 06602	Bridgeport, CT 06606
Telephone 384-3566	Telephone 576-5171

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

## 12. Medical Transportation Inventory

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

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

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

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

### 13. Disabled Aircraft Removal / NTSB Guidelines

#### A. Disabled Aircraft / Degree

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

#### B. Removal of Wreckage

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

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

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

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

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

#### **14. Crowd Control**

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

#### **15. Holding Facilities**

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

#### **16. Air Traffic Control Tower**

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

#### **17. Emergency Alerting System**

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

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

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

**18. Airport Employee Response**

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

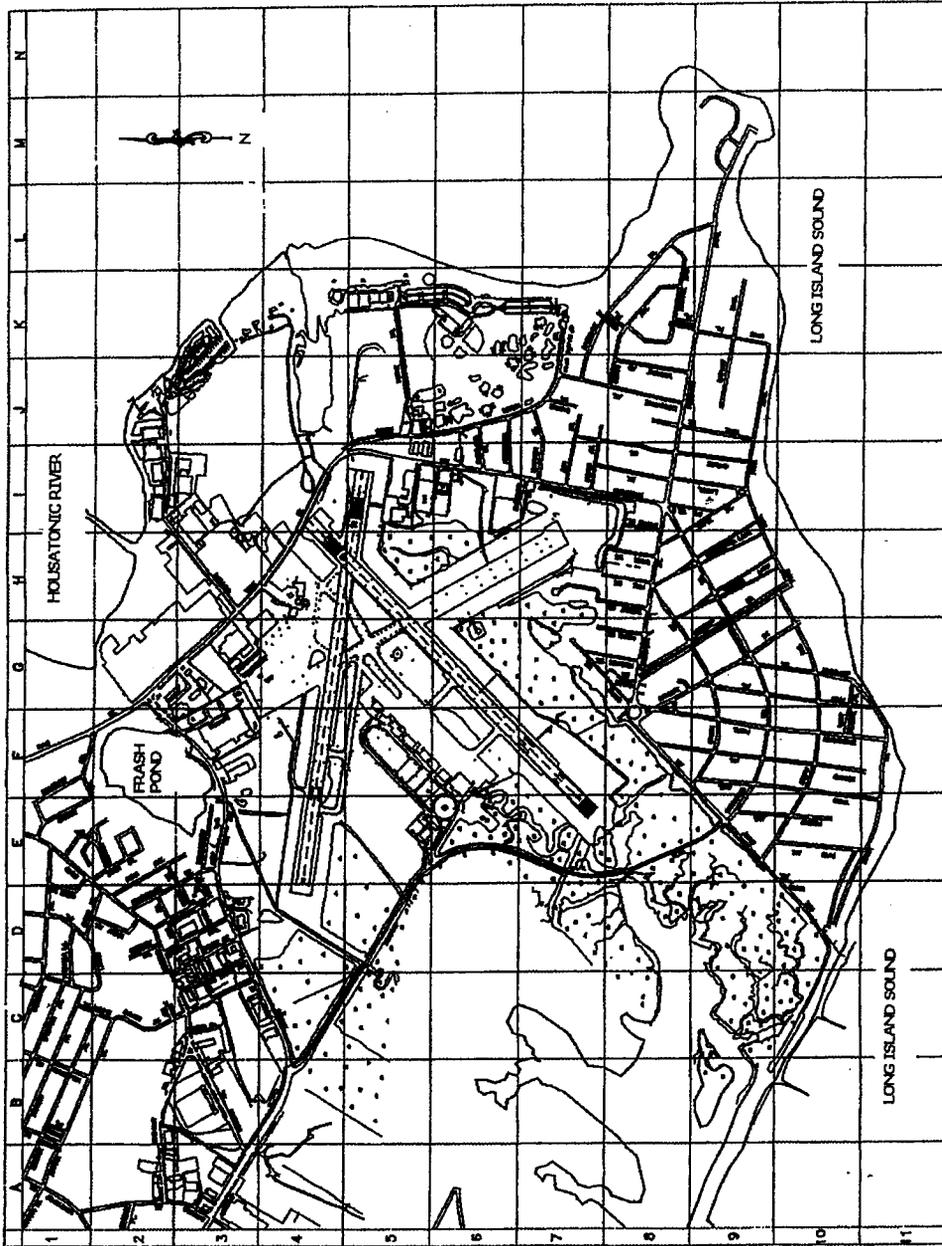
Airport Certification Specialists are to perform duties and responsibilities associated with the return of the airport to normal operating condition. Their role is to further coordinate and facilitate the emergency response, and act as airport liaison and representative until airport management instructs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

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

**19. Review of Emergency Plan**

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

**EXHIBIT 13A – BDR GRID MAP**



## 14. AIRPORT SELF-INSPECTION PROGRAM 139.327

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

B. Inspections will be made as follows:

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

### C. Communicating Unsafe Conditions

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

- The Superintendent of Operations
- The Airport Manager

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

#### D. Assuring Qualifications of Inspection Staff

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

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

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

#### E. Correction of Unsafe Conditions

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

#### F. Maintenance of Inspection Records

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

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

**EXHIBIT 14A – DAILY SAFETY INSPECTION CHECKLIST**



**Sikorsky Memorial  
Airport  
Daily Safety Inspection Checklist**

	Day	Night
Date		
Time		
Inspector		

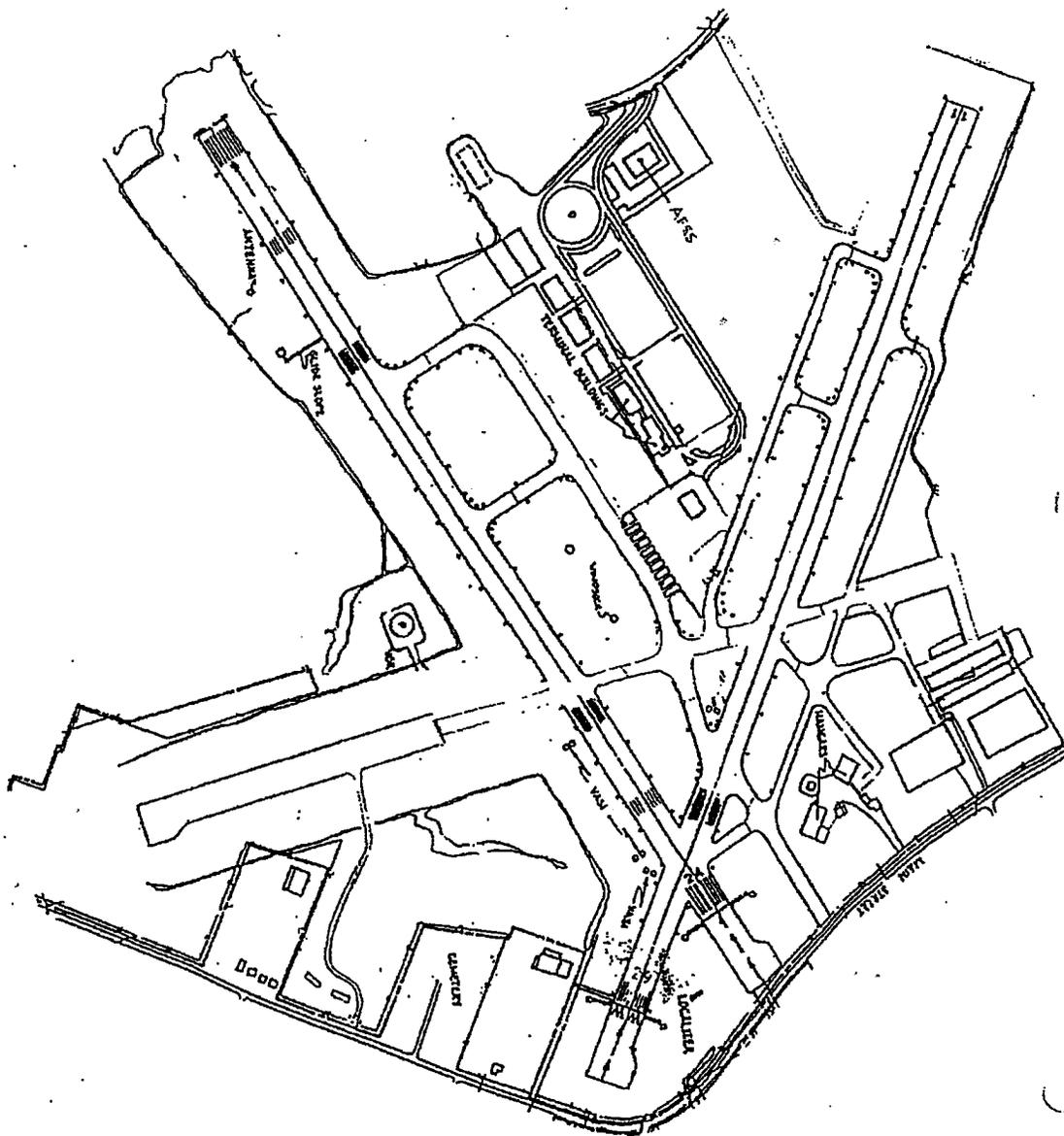
X = Unstisfactory  
√ = Satisfactory

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

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

May-05

**EXHIBIT 14B – DAILY SAFETY INSPECTION MAP**





15. PEDESTRIANS AND GROUND VEHICLES 139.329

A. Limiting Access

1. Personnel and Equipment

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

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

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

2. Controls

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

3. Gate Access

1.

2. Employee Access Policies

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

Employee Escorting Procedures for Visitors without Access Cards

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

### **Vehicle/Pedestrian Ramp Roadways**

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

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

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

### **B. Procedures for Ground Vehicle Operations**

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

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

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

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

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

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

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

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

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

#### **1. Training Curriculum**

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

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

#### **2. Testing**

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

#### **3. Recurrent Training**

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

#### **D. Consequences of Non-Compliance**

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

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

#### **E. Maintain Records**

##### **1. Training**

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

##### **2. Accidents/ Incidents**

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

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

Bridgeport FCT and City of Bridgeport, CT

**LETTER OF AGREEMENT**

EFFECTIVE: June 17, 2010

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

**1. PURPOSE:** This Letter of Agreement defines those ramps, parking areas, non-movement areas, and movement areas under the jurisdiction of the airport management and procedures utilized for such.

**2. CANCELLATION:** Bridgeport FCT/City of Bridgeport Letter of Agreement, Control of Aircraft/Vehicular Traffic on Airport Ramps, Parking Aprons, Non-movement Areas and Movement Areas dated April 15, 2008.

**3. RESPONSIBILITIES:** Airport Management shall be responsible by regulations for the control of all aircraft, vehicles, and personnel on all parking areas, service roads, ramps and taxiways not identified as a movement area.

**4. PROCEDURES:**

- a. City of Bridgeport regulations are contained in "Rules and Regulations" for Igor I. Sikorsky Memorial Airport operated by the City of Bridgeport, CT.
- b. Instructions received from the control tower for the express movement of aircraft and vehicles on ramps, parking areas, non-movement areas, and movement areas under the jurisdiction of the airport management are of an advisory nature only and do not imply control responsibility for those areas. Aircraft and vehicle operators remain responsible for the safe operation of their aircraft or vehicles.
- c. Airport Management shall provide the manager of the Bridgeport FCT a list of all vehicles authorized to operate on movement areas under the jurisdiction of the control tower.
  - 1) This list shall be included in this Letter of Agreement as Attachment "A" and shall be updated as needed by airport management.
  - 2) Vehicles not listed on Attachment "A" shall not be authorized on any movement area under the jurisdiction of the control tower unless previously coordinated or escorted by airport personnel.
- d. All vehicles operating on movement areas under the jurisdiction of the control tower shall be radio equipped and maintain constant two-way communication with the control tower on Ground Control frequency 121.75 MHz.
  - 1) Vehicles not radio equipped shall be escorted by airport personnel that have the capability of contacting Ground Control on 121.75 MHz.

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

**5. ATTACHMENTS:**

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

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

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JOHN RICCI  
Airport Manager  
Igor I. Sikorsky Memorial Airport

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

1. AIRPORT MANAGEMENT:

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

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

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

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

3. ATLANTIC AVIATION:

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

4. THREE WING:

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

5. TEMPORARY CONSTRUCTION, SURVEY & OTHER VEHICLES:

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

6. GAMA AVIATION:

MAINTENANCE TUGS.

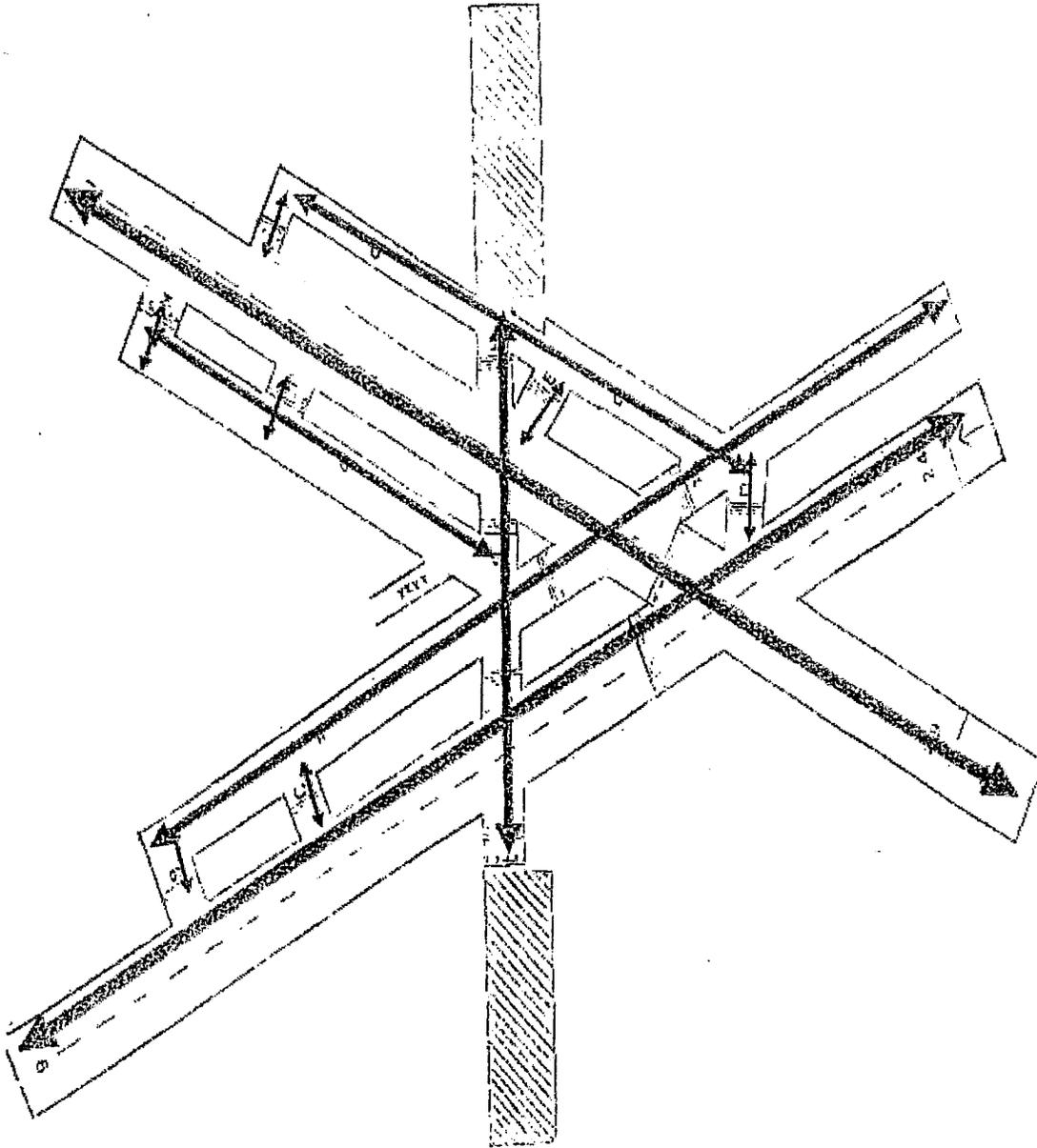
7. SIKORSKY AIRCRAFT FIRE DEPARTMENT:

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

8. VOLO AVIATION:

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

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



**16. OBSTRUCTIONS & OBSTRUCTION LIGHTING 139.331**

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

B. Obstruction lighting at this airport includes the following:

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

C. Maintenance of Obstructions and Obstruction Lighting:

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

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

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

E. Lighted Obstruction Exceptions:

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

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

**17. PROTECTION OF NAVAIDS**

**139.333**

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

**18. PUBLIC PROTECTION**

**139.335**

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

## 19. WILDLIFE HAZARD MANAGEMENT PLAN 139.337

### A. PURPOSE:

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

### B. ACRONYMS

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

### C. DEFINITIONS:

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

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

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

#### D. RESPONSIBLE OFFICE:

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

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

#### E. COMMUNICATIONS:

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

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

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

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

#### F. AUTHORITY:

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

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

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

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

#### **G. WILDLIFE HAZARD ASSESSMENT:**

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

#### **H. WILDLIFE INVENTORY:**

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

##### **1. Birds:**

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

American Bittern	American woodcock	brown-headed cowbird
American black duck	Atlantic Brant	blue jay
American crow	belted kingfisher	barn owl
American goldfinch	barn swallow	Canada goose
American green-wing teal	black bellied plover	cattle egret
American kestrel	black-capped chickadee	chipping sparrow
American robin	black-crowned night heron	chimney swift

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

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

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

## 2. Mammals:

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

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

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

## 3. Reptiles and Amphibians:

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

Eastern painted turtle  
diamond back terrapin

common snapping turtle  
spring peepers

## **I. WILDLIFE HAZARD TO AIRCRAFT IN THE UNITED STATES:**

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

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

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

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

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

## **J. WILDLIFE HAZARDS TO AIRCRAFT AT SIKORSKY MEMORIAL AIRPORT:**

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

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

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

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

## **1. Birds**

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

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

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

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

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

## **2. Mammals:**

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

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

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

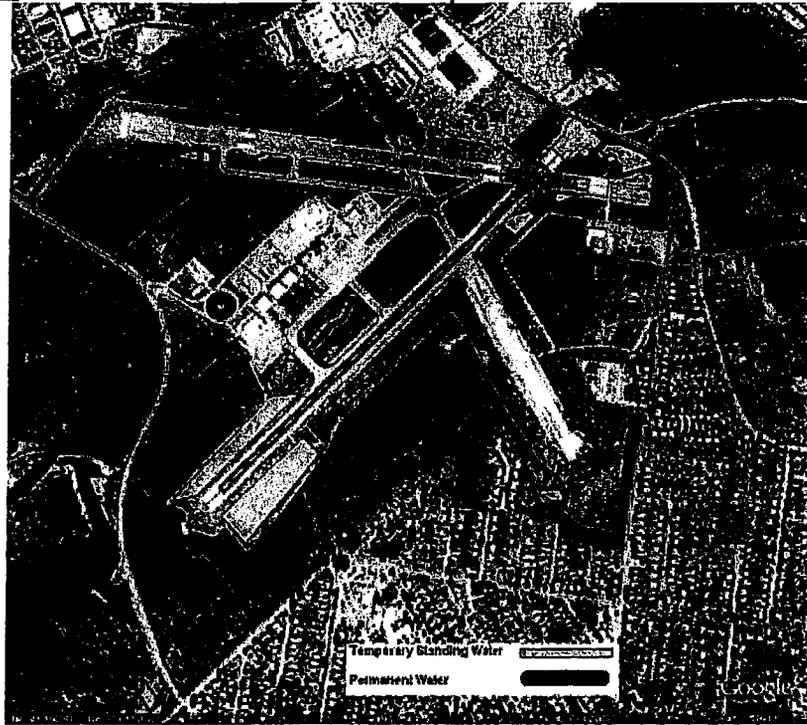
## **K. WILDLIFE ATTRACTANTS:**

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

### **1. Standing Water**

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

Figure 1: Water Attractants at Sikorsky Memorial Airport.



## 2. Intertidal Wetlands and Mudflats:

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

## 3. Terrestrial Vegetation:

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

Figure 2: Vegetation Attractants to Sikorsky Memorial Airport.



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

#### **4. Insects and Other Invertebrates:**

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

#### **5. Small Vertebrates:**

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

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

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

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

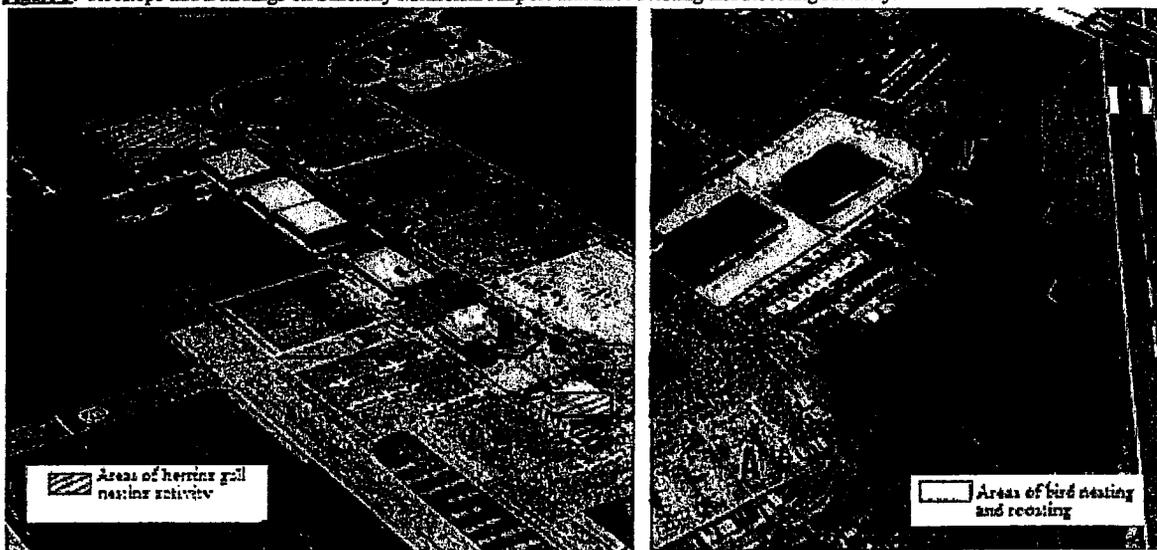
Reptiles and amphibians such as snakes, turtles, and frogs are generally observed in lower densities than small mammals and birds; however their numbers may in actuality be very significant.

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

## 6. Manmade Structures and Abandoned Aircraft

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

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



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

## L. WILDLIFE PATROL PROCEDURES:

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

1. Operations staff will conduct complete airfield inspections (including all runways and taxiways) at least two times daily. One full inspection will be conducted in the morning; another will be conducted in the afternoon/early evening.
2. Additional monitoring for wildlife on the airfield is necessary since Sikorsky Memorial Airport is not completely fenced and supports habitat that is highly attractive to wildlife. The WHA has also noted that there is an increased presence of wildlife during rain events and during tidal fluctuations. During these sweeps, wildlife control personnel will maintain a log that documents who was the wildlife control personnel on the field, time, location, species, species number, harassment method, lethal take, and temperature. Further observations of wildlife such as signs (tracks, dig outs, droppings), or new attractants will be noted on this data sheet. Special care will be taken to observe areas known to have regular or significant wildlife activity. Sweep logs will be kept in the operations office in the Wildlife Control Log. The wildlife sweep data sheet can be found in the Appendix of the WHMP.  
  
At a minimum, a wildlife sweep will occur when wildlife control personnel arrive to the airport in the morning and during the night. Additional sweeps will occur during rain or tidal events, or as requested by the Air Traffic Control Tower, or if wildlife is reported to be observed on the AOA.
3. Operations staff will maintain a Wildlife Control Log which documents all wildlife activities that have been mitigated. These logs will include time, location, species, action taken, and results for each significant wildlife sighting during airfield inspections and wildlife sweeps. Logs will be kept on file at operations for four years.
4. When birds or other wildlife are found on or near the movement areas, the wildlife will be hazed or lethally removed in accordance with appropriate state or federal Depredation Permits or Standing Depredation Orders. Operations staff will use progressive management techniques to disperse wildlife from the airfield. Operations staff, WS, or a private contractor will coordinate with ATCT prior to conducting depredation and harassment activities.
5. Wildlife Patrol personnel will maintain communications and coordinate with the Air Traffic Control Tower via radios and shall report any unusually hazardous wildlife activity (such as large flocks flying toward or over the airfield) or conditions (such as major new wildlife attractants) on the airfield, including wildlife strikes.
6. Operations staff will remove any foreign objects or debris observed on the runways or taxiways, and will remove any animal carcasses found anywhere on the airfield. Carcasses not involved in wildlife strikes with aircraft will be disposed of by being bagged and placed in a dumpster for disposal to eliminate the attraction to scavengers such as black and turkey vultures, bald eagles

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

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

## **M. MITIGATION METHODS:**

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

### **1. Habitat Management:**

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

#### **a. Vegetation:**

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

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

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

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

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

#### **b. Insects and Other Invertebrates:**

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

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

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

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

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

#### **c. Small Vertebrates:**

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

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

#### **d. Water:**

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

progressive management techniques.

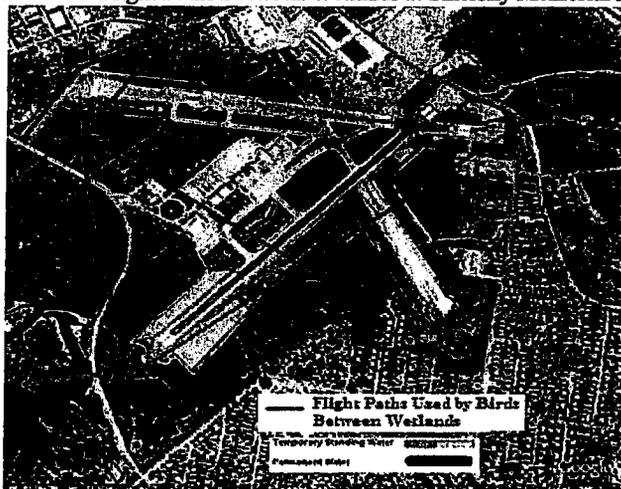
Rain events and snow melt will also create small areas of temporary standing water in depressions on paved surfaces. These areas can be treated with repellants by airport operations or maintenance personnel.

**e. Wetlands:**

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

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

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



**f. Feeding of Wildlife:**

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

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

## **2. Exclusion Techniques:**

### **a. Buildings:**

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

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

### **b. Airfield Structures:**

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

### **c. Airfield Fencing:**

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

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

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

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

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

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



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

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

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

### **3. Hazing:**

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

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

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

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

### **4. Trapping:**

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

## **5. Shooting:**

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

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

## **N. PERMITS:**

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

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

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

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

## **O. WILDLIFE CONTROL EQUIPMENT:**

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

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

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

## **P. WILDLIFE HAZARD CONTROL PERSONNEL:**

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

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

The current primary contacts are:

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

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

## **Q. TRAINING:**

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

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

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

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

## **R. WILDLIFE STRIKES:**

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

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

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

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

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

Not all wildlife strikes are damaging, and sometimes no carcass may be found. Therefore, operations staff will provide tenants of Sikorsky Memorial Airfield an annual memo stressing the importance of strike reporting in the effective management of wildlife on airfields. Tenants unwilling to fill out strike reports or collect remains for submission to the Smithsonian will have the option to contact airport operations. Airport operations will then proceed to the collect remains and information for strike reporting.

Accurate species identification is important to the maintenance of the database. The Superintendent of Operations or Wildlife Patrol Personnel will gather feather, tissue or other requested samples of bird remains found on aircraft, also known as "snarge" and from all carcasses of birds found struck by aircraft on the airfield. Photographs will be taken of all mammals or other vertebrates found struck by aircraft. Samples or photographs will be submitted to:

The Feather Identification Lab:  
Dr. Carla Dove or Marcy Heaker-Skeans  
Smithsonian Institute  
National Museum of Natural History  
Division of Birds E610, MRC 116  
10<sup>th</sup> and Constitution Ave NW  
Washington DC, 20560.

**S. REVIEW OF WILDLIFE HAZARD MANAGEMENT PLAN:**

This plan will be reviewed by Sikorsky Memorial Airport Operations personnel once every 12 consecutive calendar months or more frequently as warranted. The review shall evaluate the plan's effectiveness in dealing with known hazards and other aspects of wildlife hazards that are described in the wildlife hazard assessment that require reevaluation. The review will also include an evaluation of all control measures as well as any changes in wildlife activity or habitat at or near the airport. The plan will be updated as necessary as determined at these reviews. The plan will maintain methods and procedures for wildlife hazard management that is consistent with AC 150-5200-36. Those attending the review will include but not be limited to the Superintendent of Operations, one or more members of the Wildlife Patrol/Operations Staff, Wildlife Services, Wildlife Biologist and Wildlife Technician.

**T: LITERATURE CITED:**

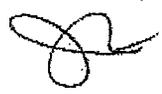
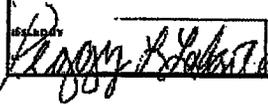
Connecticut Ornithological Association, 2006, Avian Records Committee of Connecticut, The Checklist of the Birds of Connecticut, website, [http://www.ctbirding.org/ct\\_checklist.htm](http://www.ctbirding.org/ct_checklist.htm).

USDA, APHIS, Wildlife Services, 2008, Wildlife Hazard Assessment for Igor I. Sikorsky Memorial Airport

## **APPENDIX:**

1. Current Migratory Bird Depredation Permit
2. Current State of Connecticut Depredation Permit
3. Wildlife Control Log/Survey Sheet
4. Blank Strike Report Sheet
5. Current Cooperative Service Agreement with USDA WS
6. FAA Approved Wildlife Hazard Training Outline

# Current Migratory Bird Depredation Permit

	DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE <b>FEDERAL FISH AND WILDLIFE PERMIT</b>	2. APPLICANT'S SIGNATURE IF (S), (S), (S)
1. PERMITTING SIKORSKY MEMORIAL AIRPORT 1000 GREAT MEADOW ROAD STRATFORD, CT 06915	Rec'd 1/10/13 Sikorsky Airport 12:30 pm 	3. ENDORSEMENTS 50 CFR Part 23 50 CFR 21.61
4. PERMITTEE'S NAME THOMAS NERKO WILDLIFE COORDINATOR		5. MAY BE USED FOR: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6. LOCATION AND TITLE OF FEDERAL OFFICE (If not a Federal Office) WILDLIFE COORDINATOR		7. TYPE OF BIRD DEPREDAATION AT AIRPORTS
8. LOCATION OF WILDLIFE ACTIVITY (If not a Federal Office) <b>WITHIN THE AIRPORT OPERATING AREA, STRATFORD, CT</b>		
9. CONDITIONS AND AUTHORIZATIONS A. GENERAL CONDITIONS SET OUT IN PARTS 20, 21, AND 22 OF TITLE 50 OF THE FEDERAL REGULATIONS SHALL APPLY TO THIS PERMIT. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE AND LOCAL AGENCIES AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICANT'S EMPLOYER. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICANT'S EMPLOYER. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICANT'S EMPLOYER.		
D. You are authorized to take, temporarily possess, and transport the migratory birds specified below in relief or prevent injurious situations impacting public safety. All take must be done as part of an integrated wildlife damage management program that emphasizes nonlethal management techniques. You may not use this authority for situations in which migratory birds are merely causing a nuisance.		
(1) The following may be legally taken: <ul style="list-style-type: none"> <li>• 100 total Canada Geese;</li> <li>• 200 Herring, Ring-billed, Laughing gulls and Great black-backed gulls, in any species combination;</li> <li>• 50 Gadwall, American Black and Mallard ducks, in any species combination;</li> <li>• 50 Barn, Tree, Cliff, and Bank Swallows and Chimney swifts, in any species combination;</li> <li>• 10 Blue and Green winged teal, in any species combination;</li> <li>• 10 Common and Hooded mergansers, in any species combination;</li> <li>• 25 Great blue and Black-crowned night heron, in any species combination;</li> <li>• 20 Great, Cattle, and Snowy egrets, in any species combination;</li> <li>• 25 each Double-crested cormorants, and Mourning doves; and</li> <li>• 40 each Horned lark and Snow bunting</li> </ul>		
(2) The following active nests (including eggs) may be destroyed:		
10. INFORMATION REQUIREMENTS ANNUAL REPORT IS DUE WITH NEXT RENEWAL REPORT FORMS CAN BE FOUND AT: <a href="http://www.fws.gov/migratorybirds/mbpermits.html">http://www.fws.gov/migratorybirds/mbpermits.html</a>		
11. SIGNATURE OF PERMITTEE 		DATE 1/10/13

- 2 nest of Ospreys and
- 10 nest of American Black Ducks or Mallards in any species combination
- 50 nests of Herring Gull and Great Black-backed Gull, in any species combination,

Nests should be proactively destroyed during the inactive phase (no eggs present in the nest) to prevent nesting and eliminate the need to handle active nests. The total number of nests authorized reflects the largest number of nests removed or oiled on any one visit to a property. Nests removed or oiled on all other days are assumed re-nests, therefore, the number of nests/eggs oiled or removed on the highest count day best reflects the actual number of nests present on a property. Nests with chicks may not be destroyed or relocated. You may treat the eggs by oiling (using Egg Oil, 100% food grade corn oil, ADC Tech Note-June 1996), freezing, shaking, puncturing and immediately replacing the eggs for subsequent incubation, OR remove and destroy these nests and any eggs contained therein.

**State restrictions:** No species may be taken which is State listed as Endangered, Threatened, or Special Concern, without prior authorization from the Connecticut Department of Environmental Protection Commissioner Tel: 860-424-3011. Included on the State list, among other species, are Peregrine Falcon, Short-eared Owl, Northern Harrier, Upland Sandpiper and Grasshopper Sparrow.

**"ANY BLACK DUCKS TAKEN SHOULD BE ATTEMPTED TO BE SALVAGED AND REPORTED TO THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION WILDLIFE DIVISION AT (860)-424-3011 FOR POSSIBLE USE IN CONTAMINANT SAMPLING STUDIES."**

E. You are authorized in emergency situations only to take, trap, or relocate any migratory birds, nests and eggs, including species that are not listed in Condition D (except bald eagles, golden eagles, or endangered or threatened species) when the migratory birds, nests, or eggs are posing a direct threat to human safety. A direct threat to human safety is one which involves a threat of serious bodily injury or a risk to human life.

You must report any emergency take activity to your migratory bird permit issuing office, Hadley, MA, 413-253-8424(fax), within 72 hours after the emergency take action. Your report must include the species and number of birds taken, method, and a complete description of the circumstances warranting the emergency action.

F. You are authorized to salvage and temporarily possess migratory birds found dead or taken under this permit for (1) disposal, (2) transfer to the U.S. Department of Agriculture, (3) diagnostic purposes, (4) purposes of training airport personnel, (5) donation to a public charity (those suitable for human consumption), or (6) donation to a public scientific or educational institution as defined in 50 CFR 10.12. Any dead bald eagles or golden eagles salvaged must be reported within 48 hours to the National Eagle Repository at (303) 287-2110 and to the migratory bird permit issuing office at 413-253-8424 (fax). The Repository will provide directions for shipment of these specimens.

G. You may not salvage and must immediately report to U.S. Fish and Wildlife Service Law Enforcement any migratory birds that appear to have been poisoned, shot, or otherwise injured as the result of criminal activity.

H. You may use the following methods of take: (1) 10 gauge Shotguns (1a) other types of firearms by USDA only; (2) nets; (3) registered animal drugs (excluding ncarbazine), pesticides and repellents; (4) falconry abatement; and (5) legal lethal and live traps (excluding pole traps). Birds caught live may be euthanized or transported and relocated to another site approved by the appropriate State wildlife agency, if required. When using firearms, you may use rifles or air rifles to shoot any bird when you determine that the use of a shotgun is inadequate to resolve the injurious situation. The use of any of the above techniques is at your discretion for each situation. Use of paint ball guns is prohibited.

I. You may temporarily possess and stabilize sick and injured migratory birds and immediately transport them to a federally licensed rehabilitator for care.

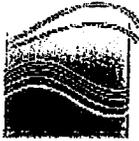
J. The following subpermittees are authorized: Thomas Norko, Jean Paul Chacur, Stephen Ford, Willie McBride, Frank Wasyluk, and employees of USDA, Wildlife Services. In addition, any other person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

K. You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

L. A "No Feeding Policy" must be in place.

For Canada Geese Egg Addling or Nest Destruction you MUST register each year between January 1 and June 30 at: <https://epermits.fws.gov/eRCGR>. You must return to website and report your take before October 31 each year.

# Current State of Connecticut Depredation Permit



Connecticut Department of  
**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

AIRPORT DEPREDAATION PERMIT 26-7

October 15, 2012

Mr. Thomas Norton  
Airport Operations Specialist  
Sikorsky Memorial Airport  
Main Terminal  
1600 Great Meadow Rd.  
Stratford, CT 06615

Dear Mr. Norton:

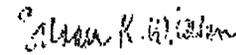
Pursuant to sections 26-7 of the Connecticut General Statutes, I hereby appoint you and the officers listed below as Volunteer Assistants.

This Appointment is granted for the purpose of taking wildlife within the confines of the Sikorsky Memorial Airport in order to protect public safety. The taking of wildlife shall be consistent with wildlife hazard recommendations prepared by USDA Wildlife Services and shall be subject to the following conditions:

1. The following individuals are appointed by the Commissioner of Energy & Environmental Protection to take wildlife within the airport property: Thomas Norton, Francis Woychik, Stephen Fucci, William Melickie, Christopher Samojczyk and Jenn Paul Chocor.
2. The Airport is authorized to use shotguns to take wildlife.
3. Wildlife may be taken during the day or at night, however, the take of wildlife is not permitted on Sundays.
4. In the case of an imminent threat to public health or safety, notwithstanding the provision contained in condition #2, wildlife may be taken at any time, using any method consistent with professional wildlife management principles.
5. Immediately upon the taking of any deer such deer shall be tagged with leg tags provided by the Department of Energy Environmental Protection and be field dressed and stored in a cool location. The Department of Energy & Environmental Protection's Communication Center, which operates 24 hours a day, shall be notified of the tag number(s) used by calling (860) 424-3333.
6. Deer skeletons for human consumption shall be donated to the Courses for the Hungry program. Deer that are not suitable for human consumption and other wildlife may be disposed of by burial on site or at a solid waste disposal facility (landfill or incinerator) provided that authorization is obtained from the permittee.
7. An annual report of all wildlife taken shall be filed with the Wildlife Division by January 15<sup>th</sup> for the previous calendar year.
8. This appointment shall expire December 31, 2015 and may be renewed upon request.
9. Additional authorization from the Commissioner is required to take any state listed endangered or threatened species. The taking of Federally listed species or migratory birds shall be subject to Federal regulatory authority.

Should you have any questions regarding this Appointment please contact Ms. Lucie Fortin, Wildlife Biologist, DEEP, Wildlife Division at (860) 424-3963 or [lucie.fortin@ct.gov](mailto:lucie.fortin@ct.gov).

Sincerely,

  
Susan K. Whelan  
Deputy Commissioner

cc: Law Enforcement

29 Elm Street, Hartford, CT 06106-5127  
[www.ct.gov/deep](http://www.ct.gov/deep)  
Alternative Action/Equal Opportunity Employer



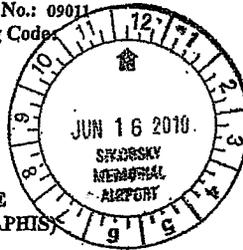


# Current Cooperative Service Agreement with USDA WS

WS-ER (2/08)

Agreement No.: 09011  
Accounting Code:

COOPERATIVE SERVICE AGREEMENT  
between  
IGOR I. SIKORSKY MEMORIAL AIRPORT  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)



## ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, as described in the Work Plan to reduce the potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes.

## ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

## ARTICLE 3

APHIS-WS and IGOR I. SIKORSKY MEMORIAL AIRPORT mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

John Ricci, Airport Manager  
Sikorsky Memorial Airport  
1000 Great Meadows Road  
Stratford, CT 06615

APHIS-WS: Monte D. Chandler, State Director  
USDA, APHIS, WS  
463 West Street  
Amherst, MA 01002

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be IGOR I. SIKORSKY MEMORIAL AIRPORT or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the airport manager of Igor I. Sikorsky Memorial Airport, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### ARTICLE 4

IGOR I. SIKORSKY MEMORIAL AIRPORT agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by IGOR I. SIKORSKY MEMORIAL AIRPORT. IGOR I. SIKORSKY MEMORIAL AIRPORT will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). IGOR I. SIKORSKY MEMORIAL AIRPORT will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the IGOR I. SIKORSKY MEMORIAL AIRPORT authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for wildlife species that poses a threat to aviation and list USDA, APHIS, Wildlife Services as subpermittees. The list contains, but is not limited to, Eastern coyote, red fox, raccoon, white tailed deer, wild turkey rock pigeon, mute swan, American crow, European starling, herring gull, great black-back gull, ring-billed gull, Canada goose, American black duck, mallard duck, hooded merganser, cattle egret, great egret, great blue heron, turkey vulture, mourning dove, and other wildlife as necessary.
9. To provide an indoor working space to complete necessary paperwork.

#### ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at IGOR I. SIKORSKY MEMORIAL AIRPORT as described in the Work and Financial Plans.
2. Designate to IGOR I. SIKORSKY MEMORIAL AIRPORT the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill IGOR I. SIKORSKY MEMORIAL AIRPORT for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and IGOR I. SIKORSKY MEMORIAL AIRPORT shall have the right to inspect and audit such records.
4. To coordinate with IGOR I. SIKORSKY MEMORIAL AIRPORT before responding to all media requests.

#### ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

#### ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

**ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

**ARTICLE 9**

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

**ARTICLE 10**

IGOR I. SIKORSKY MEMORIAL AIRPORT certifies that APHIS WS has advised IGOR I. SIKORSKY MEMORIAL AIRPORT that there may be private sector service providers available to provide wildlife management services that IGOR I. SIKORSKY MEMORIAL AIRPORT is seeking from APHIS WS.

**ARTICLE 11**

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

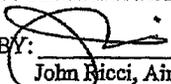
**ARTICLE 12**

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

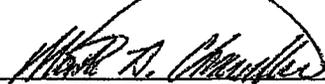
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

IGOR I. SIKORSKY MEMORIAL AIRPORT Taxpayer Identification Number (TIN) \_\_\_\_\_

**IGOR I SIKORSKY MEMORIAL AIRPORT:**

BY:  \_\_\_\_\_ Date 6/7/10  
John Picci, Airport Manager  
Sikorsky Memorial Airport  
1000 Great Meadows Road  
Stratford, CT 06615

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES.**

BY:  \_\_\_\_\_ Date 14 Jun 2010  
Monte D. Chandler, State Director  
USDA, APHIS, WS  
463 West Street  
Amherst MA 01002

**ATTACHMENT A  
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project, as described in the Work Plan to reduce the potential hazard to human health and safety, damage to aircraft, and personal property associated with wildlife strikes.

Planned USDA, APHIS, Wildlife Services Activities

Monitoring and control of wildlife for a period of twelve (12) months. Services include twenty-four (24) bi-monthly site visits to conduct operational control of wildlife creating a hazard to aviation safety. Methods to be used may include, but not be limited to vehicle chasing, pyrotechnics, trapping, toxicants, and firearms. Wildlife Services will coordinate with Tweed-New Haven personnel when scheduling and planning control activities. Additional site visits for control may be conducted at Wildlife Services discretion, as outside funding and scheduling allow, up to a total of twenty-two (22) visits. Visits may be conducted at greater or lesser frequency depending on seasonal wildlife activity, weather conditions, and the needs of the airport.

This agreement will begin June 1, 2010 and run through May 31, 2011.

(All activities will be conducted with both regular and overtime hours worked as necessary to accomplish the objectives of the program.)

# Wildlife Hazards at Airports Training Outline

- Introduction – Wildlife Hazards at Airports “Why are we here?”
  - History of wildlife-aviation problems
  - Wildlife hazards to aviation
  - Wildlife attractants
  - Airports responsibilities
- Hazardous Species
  - Airport environment
  - Attractants on the airport
  - Off-site attractants
  - Seasonality of species
- Rules, Regulations and Permits
  - Non-FAA laws and policies
  - FAA regulations and advisories
  - State laws and policies
  - Local laws and ordinances
- Basic Bird Identification
  - Field Gear
  - Common birds
  - Bird factors
  - Environment/habitat
  - Record keeping/surveys
- Wildlife Hazard Log and Strike Collection
  - Data Base
  - Procedures for collection (hands on)
  - Collection forms and documentation
  - Reports
  - Airman
- Techniques to Manage Wildlife Hazards at Airports
  - Wildlife Hazards
  - Proactive management
  - Reactive management

**20. AIRPORT CONDITION REPORTING 139.339**

A. Airport Operations personnel shall issue a NOTAM should any condition exist which may affect the safe operation of aircraft. These conditions shall include, but are not be limited to:

- Construction activities on any areas used by aircraft
- Surface irregularities on any surface used by aircraft
- Snow, ice, slush or water on any aircraft use surface
- Snow piles or drifts near any runway or taxiway
- Objects on any movement area
- Lighting system malfunction
- Wildlife or livestock hazards
- Non-availability of any rescue and firefighting equipment
- Any other condition which may adversely affect safe airport operations

B. The following is a list of Airport Operations and management personnel who are authorized to issue NOTAMs:

- SF – Stephen Ford
- WM – Willie McBride
- TN – Thomas Norko
- JPC – Jean Paul Chacur
- KH – Kyle Hoffman

C. Exhibit 16A and 16B depict the forms used to issue and log NOTAMs.

D. AC 150/5200-28B was referenced with regard to developing and implementing the NOTAM procedures.

E. NOTAMs and their associated logs will be kept on file in the Airport Manager's Office for a period of 12 calendar months as outlined in Section 2 of this ACM.

**EXHIBIT 20A – NOTAM FORM**



**SIKORSKY MEMORIAL AIRPORT (BDR)  
NOTICES TO AIRMEN (N.O.T.A.M.)**

FAA NOTAM # \_\_\_\_\_ DATE: \_\_\_\_\_

AIRPORT I.D. # \_\_\_\_\_ TIME: \_\_\_\_\_

NOTAM TEXT:

**NOTIFICATION:**

BDR TOWER  
PHONE # 203-378-4106

INITIALS \_\_\_\_\_ TIME \_\_\_\_\_ CALLED IN BY \_\_\_\_\_

LOCKHEED NOTAMS  
PHONE # 877-487-6867

INITIALS \_\_\_\_\_ TIME \_\_\_\_\_ CALLED IN BY \_\_\_\_\_

**CANCELLED:**

**NOTIFICATION:**

BDR TOWER  
PHONE # 203-378-4106

INITIALS \_\_\_\_\_ TIME \_\_\_\_\_ CALLED IN BY \_\_\_\_\_

LOCKHEED NOTAMS  
PHONE # 877-487-6867

INITIALS \_\_\_\_\_ TIME \_\_\_\_\_ CALLED IN BY \_\_\_\_\_



**21. IDENTIFYING, MARKING, REPORTING CONSTRUCTION AND OTHER UNSERVICEABLE AREAS 139.341**

- i. Sikorsky Memorial Airport is a Class IV airport and according to Part 139.203, is not required to have a Identifying, Marking, Reporting Construction and Other Unserviceable Areas Section.

**22. NON-COMPLYING CONDITIONS 139.343**

- A. Airport Operations shall inform the Airport Manager of any condition that warrants the closing of all, or a portion of, the airport to air carrier traffic. The Airport Manager shall decide the severity of the condition and necessity for closing and shall take appropriate actions and notify the FAA and air carriers accordingly.
- B. Should, in the Airport Manager's opinion, any areas of the airport be deemed unsafe for air carrier operations, it shall be so marked by Airport Operations personnel.

# APPENDIX 1

4/26/04

AC 150/5210-22

## APPENDIX 4. RELATED ADVISORY CIRCULARS

The FAA periodically publishes new ACs and updates existing ones. To obtain a current listing of FAA ACs, please consult the most recent version of AC 00-2, Advisory Circular Checklist. This document also explains how to obtain circulars and whether they are free or for sale. The Checklist is available on the FAA's website at <http://www.faa.gov/ABA/>. It can also be requested by writing to the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.

Most of the ACs listed below are available at <http://www.faa.gov/ARP/>.

### Paved Areas

- |            |  |
|------------|--|
| 150/5320-6 | Airport Pavement Design and Evaluation |
| 150/5380-5 | Debris Hazards at Civil Airports       |

### Safety Areas

- |             |   |
|-------------|---|
| 150/5220-22 | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns |
| 150/5300-13 | Airport Design  |
| 150/5320-5  | Airport Drainage  |

### Marking Signs, and Lighting

- |             |  |
|-------------|--|
| 150/5340-1  | Standards for Airport Markings   |
| 150/5340-4  | Installation Details for Runway Centerline Touchdown Zone Lighting Systems |
| 150/5340-5  | Segmented Circle Airport Marker System                                     |
| 150/5340-14 | Economy Approach Lighting Aids   |
| 150/5340-17 | Standby Power for Non-FAA Airport Lighting Systems                         |
| 150/5340-18 | Standards for Airport Sign Systems   |
| 150/5340-21 | Airport Miscellaneous Lighting Visual Aids                                 |
| 150/5340-24 | Runway and Taxiway Edge Lighting System                                    |
| 150/5340-26 | Maintenance of Airport Visual Aid Facilities                               |
| 150/5340-28 | Low Visibility Taxiway Lighting Systems                                    |
| 150/5340-29 | Installation Details for Land and Hold Short Lighting Systems              |
| 150/5345-12 | Specification for Airport and Heliport Beacon                              |
| 150/5345-28 | Precision Approach Path Indicator (PAPI) Systems                           |
| 150/5345-43 | Specification for Obstruction Lighting Equipment                           |
| 150/5345-44 | Specification for Taxiway and Runway Signs                                 |

### Snow and Ice Control

- |             |  |
|-------------|--|
| 150/5200-28 | Notices to Airmen (NOTAMs) for Airport Operators |
| 150/5200-30 | Airport Winter Safety and Operations             |

150/5220-20 Airport Snow and Ice Control Equipment

#### **Aircraft Rescue and Fire Fighting (ARFF)**

150/5200-12 Fire Department Responsibility in Protecting Evidence at the Scene of an Aircraft Accident

150/5210-6 Aircraft Fire and Rescue Facilities and Extinguishing Agents

150/5210-7 Aircraft Rescue and Firefighting Communications

150/5210-13 Water Rescue Plans, Facilities, and Equipment

150/5210-14 Airport Fire and Rescue Personnel Protective Clothing

150/5210-15 Aircraft Rescue and Firefighting Station Building Design

150/5210-17 Programs for Training of Aircraft Rescue and Firefighting Personnel

150/5220-4 Water Supply Systems for Aircraft Fire and Rescue Protection

150/5220-10 Guide Specification for Water/Foam Aircraft Rescue and Firefighting Vehicles

150/5220-17 Design Standards for an Aircraft Rescue and Firefighting Training Facility

#### **Hazardous Materials**

20-43 Aircraft Fuel Control

150/5230-4 Aircraft Fuel Storage, Handling, and Dispensing on Airports

#### **Traffic and Wind Direction Indicators**

150/5340-5 Segmented Circle Airport Marker System

150/5340-21 Airport Miscellaneous Lighting Visual Aids

150/5340-23 Supplemental Wind Cones

150/5345-27 Specification for Wind Cone Assemblies

#### **Airport Emergencies**

150/5200-31 Airport Emergency Plan

150/5210-2 Airport Emergency Medical Facilities and Services

150/5210-13 Water Rescue Plans, Facilities, and Equipment

150/5340-17 Standby Power for Non-FAA Airport Lighting Systems

#### **Self-Inspection Program**

150/5200-18 Airport Safety Self-Inspection

150/5210-18 Systems for Interactive Training of Airport Personnel

#### **Ground Vehicles**

90-67 Light Signals from the Control Tower for Ground Vehicles, Equipment, and Personnel

150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20	Ground Vehicle Operations on Airports
150/5370-2	Operational Safety on Airports During Construction

**Obstructions**

70/7460-1	Obstruction Marking and Lighting
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5345-43	Specification for Obstruction Lighting Equipment

**Protection of NAVAIDs**

150/5300-13	Airport Design
150/5340-1	Standards for Airport Markings
150/5340-18	Standards for Airport Sign Systems

**Public Protection**

150/5300-13	Airport Design
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**Wildlife Hazard Management**

150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5200-34	Construction or Establishment of Landfills near Public Airports

**Airport Condition Reporting**

150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
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**Identifying, Marking, and Reporting Construction and Unserviceable Areas**

150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
150/5340-1	Standards for Airport Markings
150/5370-2	Operational Safety on Airports During Construction

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# APPENDIX 2



DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

## FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

SIKORSKY MEMORIAL AIRPORT  
1000 GREAT MEADOW ROAD  
STRATFORD, CT 06615

Rec'd 1/10/13  
Sikorsky Airport  
12:30 pm

2. AUTHORITY-STATUTES  
16 USD 703-712

REGULATIONS  
50 CFR Part 13  
50 CFR 21.41

3. NUMBER  
MB829505-0

4. RENEWABLE  
 YES  
 NO

5. MAY COPY  
 YES  
 NO

6. EFFECTIVE  
01/31/2013

7. EXPIRES  
01/30/2014

NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)

HOMAS NORKO  
WILDLIFE COORDINATOR

9. TYPE OF PERMIT

DEPREDAATION AT AIRPORTS

LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

WITHIN THE AIRPORT OPERATING AREA, STRATFORD, CT

CONDITIONS AND AUTHORIZATIONS:

GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

VALID FOR USE BY PERMITTEE NAMED ABOVE.

You are authorized to take, temporarily possess, and transport the migratory birds specified below to relieve or prevent injurious situations impacting public safety. All take must be done as part of an integrated wildlife damage management program that emphasizes nonlethal management techniques. You may not use this authority for situations in which migratory birds are merely causing a nuisance.

The following may be lethally taken:

- 100 total Canada Geese;
- 200 Herring, Ring-billed, Laughing gulls and Great black-backed gulls, in any species combination;
- 50 Gadwall, American Black and Mallard ducks, in any species combination;
- 50 Barn, Tree, Cliff, and Bank Swallows and Chimney swifts, in any species combination;
- 10 Blue and Green winged teal, in any species combination;
- 10 Common and Hooded mergansers, in any species combination;
- 25 Great blue and Black-crowned night heron, in any species combination;
- 20 Great, Cattle, and Snowy egrets, in any species combination;
- 25 each Double-crested cormorants, and Mourning doves; and
- 40 each Horned lark and Snow bunting

The following active nests (including eggs) may be destroyed:

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

PRINTING REQUIREMENTS

ANNUAL REPORT IS DUE WITH NEXT RENEWAL

PORT FORMS CAN BE FOUND AT: <http://www.fws.gov/migratorybirds/mbpermits.html>

Thomas Norko

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 5

DATE  
12/26/2012

- 2 nest of Ospreys and
- 10 nest of American Black Ducks or Mallards in any species combination
- 50 nests of Herring Gull and Great Black-backed Gull, in any species combination,

Nests should be proactively destroyed during the inactive phase (no eggs present in the nest) to prevent nesting and eliminate the need to handle active nests. The total number of nests authorized reflects the largest number of nests removed or oiled on any one visit to a property. Nests removed or oiled on all other days are assumed re-nests, therefore, the number of nests/eggs oiled or removed on the highest count day best reflects the actual number of nests present on a property. Nests with chicks may not be destroyed or relocated. You may treat the eggs by oiling (using Egg Oil, 100% food grade corn oil, ADC Tech Note-June 1996), freezing, shaking, puncturing and immediately replacing the eggs for subsequent incubation, OR remove and destroy these nests and any eggs contained therein.

**State restrictions:** No species may be taken which is State listed as Endangered, Threatened, or Special Concern, without prior authorization from the Connecticut Department of Environmental Protection Commissioner Tel: 860-424-3011. Included on the State list, among other species, are Peregrine Falcon, Short-eared Owl, Northern Harrier, Upland Sandpiper and Grasshopper Sparrow.

*"ANY BLACK DUCKS TAKEN SHOULD BE ATTEMPTED TO BE SALVAGED AND REPORTED TO THE CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION WILDLIFE DIVISION AT (860)-424-3011 FOR POSSIBLE USE IN CONTAMINANT SAMPLING STUDIES."*

E. You are authorized in emergency situations only to take, trap, or relocate any migratory birds, nests and eggs, including species that are not listed in Condition D (except bald eagles, golden eagles, or endangered or threatened species) when the migratory birds, nests, or eggs are posing a direct threat to human safety. A direct threat to human safety is one which involves a threat of serious bodily injury or a risk to human life.

You must report any emergency take activity to your migratory bird permit issuing office, Hadley, MA, 413-253-8424(fax), within 72 hours after the emergency take action. Your report must include the species and number of birds taken, method, and a complete description of the circumstances warranting the emergency action.

You are authorized to salvage and temporarily possess migratory birds found dead or taken under this permit for (1) disposal, (2) transfer to the U.S. Department of Agriculture, (3) diagnostic purposes, (4) purposes of training airport personnel, (5) donation to a public charity (those suitable for human consumption), or (6) donation to a public scientific or educational institution as defined in 50 CFR 10.12. Any dead bald eagles or golden eagles salvaged must be reported within 1 hours to the National Eagle Repository at (303) 287-2110 and to the migratory bird permit issuing office at 413-253-8424 (fax). The Repository will provide directions for shipment of these specimens.

You may not salvage and must immediately report to U.S. Fish and Wildlife Service Law Enforcement any migratory birds that appear to have been poisoned, shot, or otherwise injured as the result of criminal activity.

You may use the following methods of take: (1) 10 gauge Shotguns (1a) other types of firearms by USDA only; (2) nets; registered animal drugs (excluding nicarbazin), pesticides and repellents; (4) falconry abatement; and (5) legal lethal and traps (excluding pole traps). Birds caught live may be euthanized or transported and relocated to another site approved by the appropriate State wildlife agency, if required. When using firearms, you may use rifles or air rifles to shoot any bird when you determine that the use of a shotgun is inadequate to resolve the injurious situation. The use of any of the above techniques is at your discretion for each situation. Use of paint ball guns is prohibited.

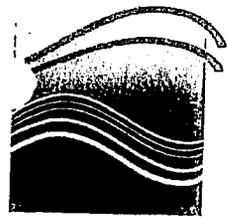
You may temporarily possess and stabilize sick and injured migratory birds and immediately transport them to a federally licensed rehabilitator for care.

The following subpermittees are authorized: Thomas Norko, Jean Paul Chacur, Stephen Ford, Willie McBride, Frank Sylink, and employees of USDA, Wildlife Services. In addition, any other person who is (1) employed by or under contract with you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

"No Feeding Policy" must be in place.

Canada Geese Egg Addling or Nest Destruction you MUST register each year between January 1 and June 30 at: <http://epermits.fws.gov/eRCGR>. You must return to website and report your take before October 31 each year.



Connecticut Department of  
**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

**AIRPORT DEPREDATION PERMIT 26-7**

October 15, 2012

Mr. Thomas Norko  
Airport Certification Specialist  
Sikorsky Memorial Airport  
Main Terminal  
1000 Great Meadow Rd.  
Stratford, CT 06615

Dear Mr. Norko:

Pursuant to section 26-7 of the Connecticut General Statutes, I hereby appoint you and the officers listed below as Volunteer Assistants.

This Appointment is granted for the purpose of taking wildlife within the confines of the Sikorsky Memorial Airport in order to protect public safety. The taking of wildlife shall be consistent with wildlife hazard recommendations prepared by USDA Wildlife Services and shall be subject to the following conditions:

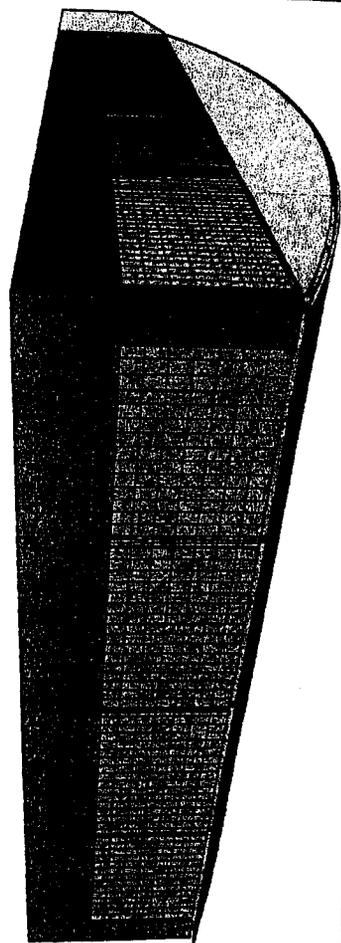
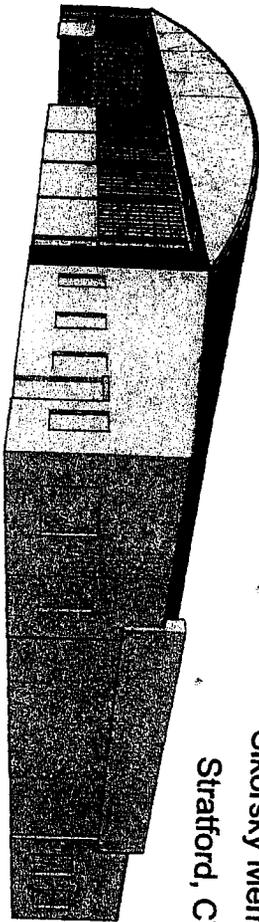
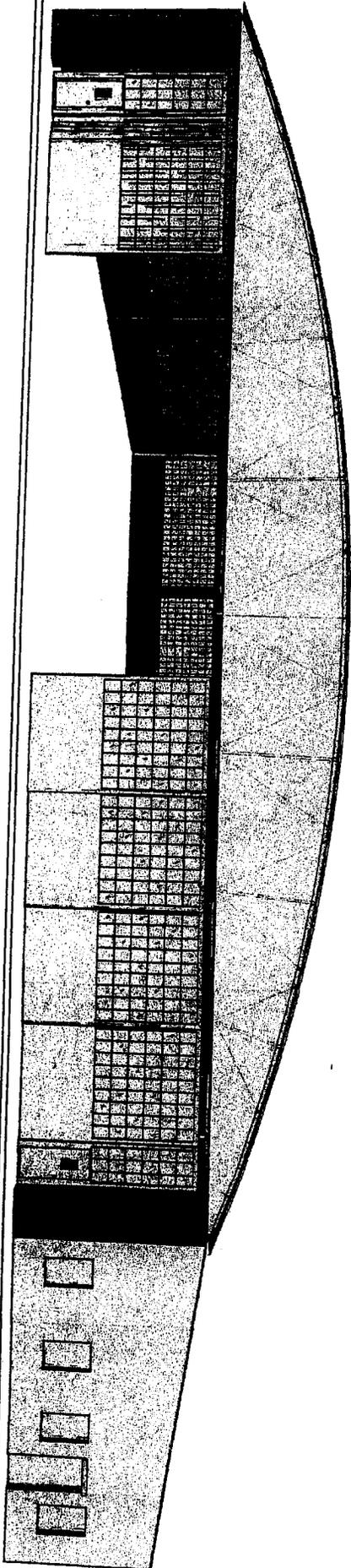
1. The following individuals are appointed by the Commissioner of Energy & Environmental Protection to take wildlife within the airport property— Thomas Norko, Francis Wasylink, Stephen Ford, Willie McBride, Christopher Samorajczyk and Jean Paul Chacur.
2. The Airport is authorized to use shotguns to take wildlife.
3. Wildlife may be taken during the day or at night, however, the take of wildlife is not permitted on Sundays.
4. In the case of an imminent threat to public health or safety, notwithstanding the provision contained in condition #3, wildlife may be taken at any time, using any method consistent with professional wildlife management principles.
5. Immediately upon the taking of any deer such deer shall be: a) tagged with leg tags provided by the Department of Energy Environmental Protection and b) field dressed and stored in a cool location. The Department of Energy & Environmental Protection's Communication Center, which operates 24 hours a day, shall be notified of the tag number(s) used by calling (860) 424-3333.
6. Deer suitable for human consumption shall be donated to the Hunters for the Hungry program. Deer that are not suitable for human consumption and other wildlife may be disposed of by burial on site or at a solid waste disposal facility (landfill or incinerator) provided that authorization is obtained from the permittee.
7. An annual report of all wildlife taken shall be filed with the Wildlife Division by January 15<sup>th</sup> for the previous calendar year.
8. This appointment shall expire December 31, 2015 and may be renewed upon request.
9. Additional authorization from the Commissioner is required to take any state listed endangered or threatened species. The taking of Federally listed species or migratory birds shall be subject to Federal regulatory authority.

Should you have any questions regarding this Appointment please contact Ms. Laurie Fortin, Wildlife Biologist, DEEP, Wildlife Division at (860) 424-3963 or [laurie.fortin@ct.gov](mailto:laurie.fortin@ct.gov).

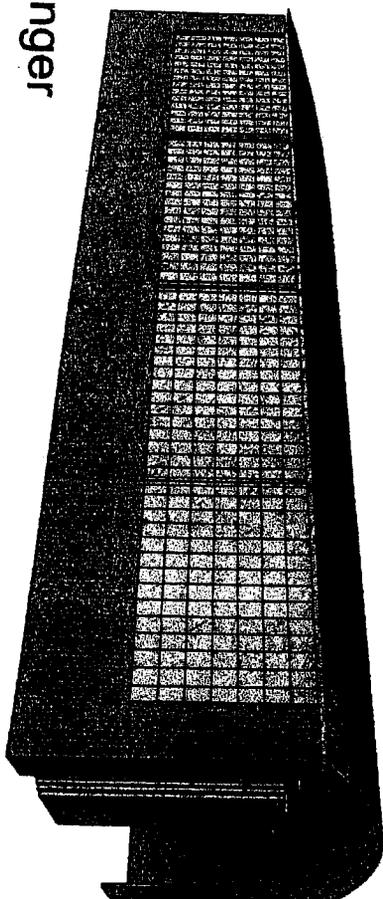
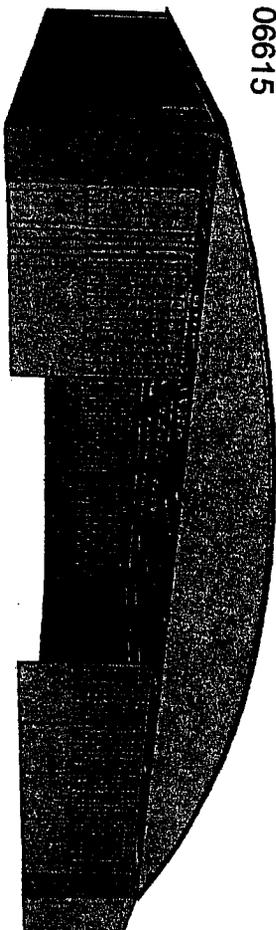
Sincerely,

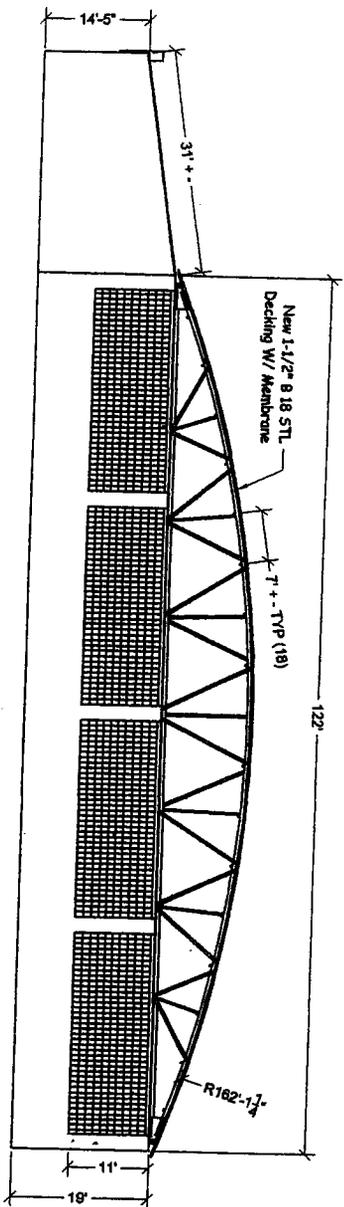
Susan K. Whalen  
Deputy Commissioner

cc: Law Enforcement

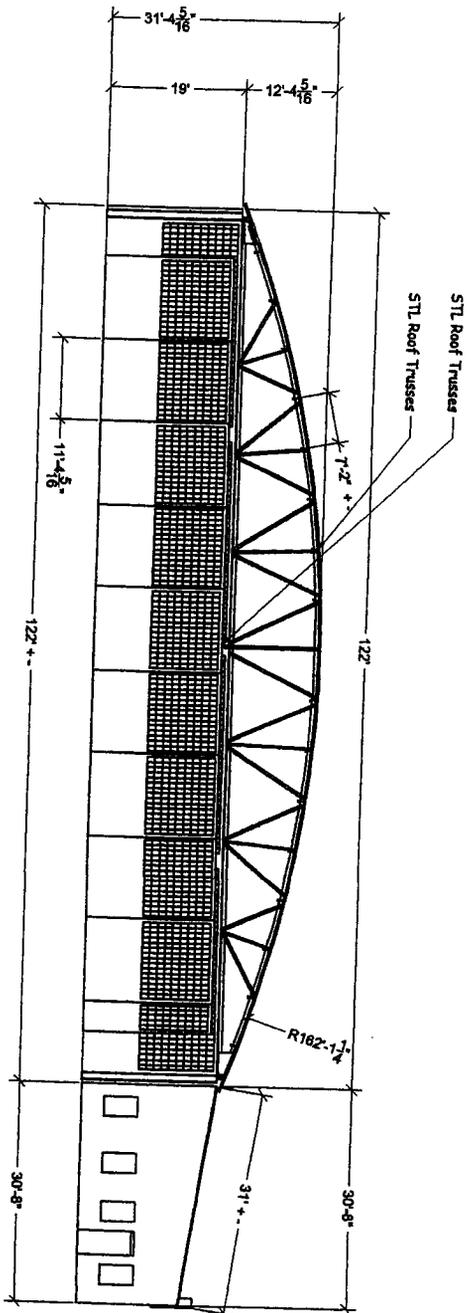


**Curtiss Hanger**  
Sikorsky Memorial Airport  
Stratford, CT 06615



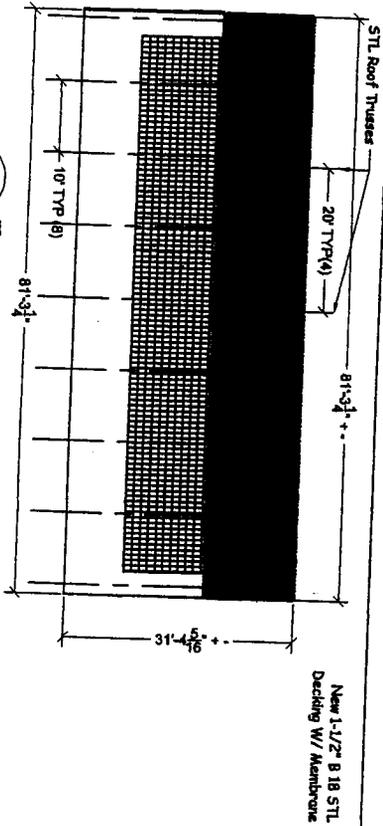


**1** North Elevation  
Scale: 1/8" = 1'-0"

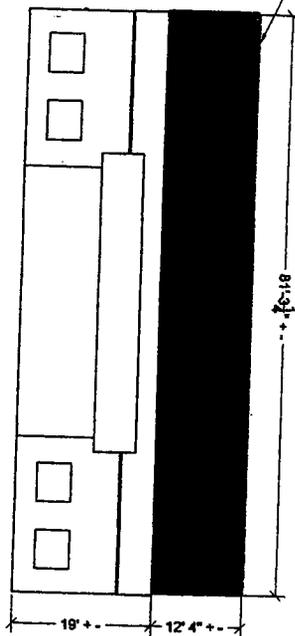


**2** South Elevation  
Scale: 1/8" = 1'-0"

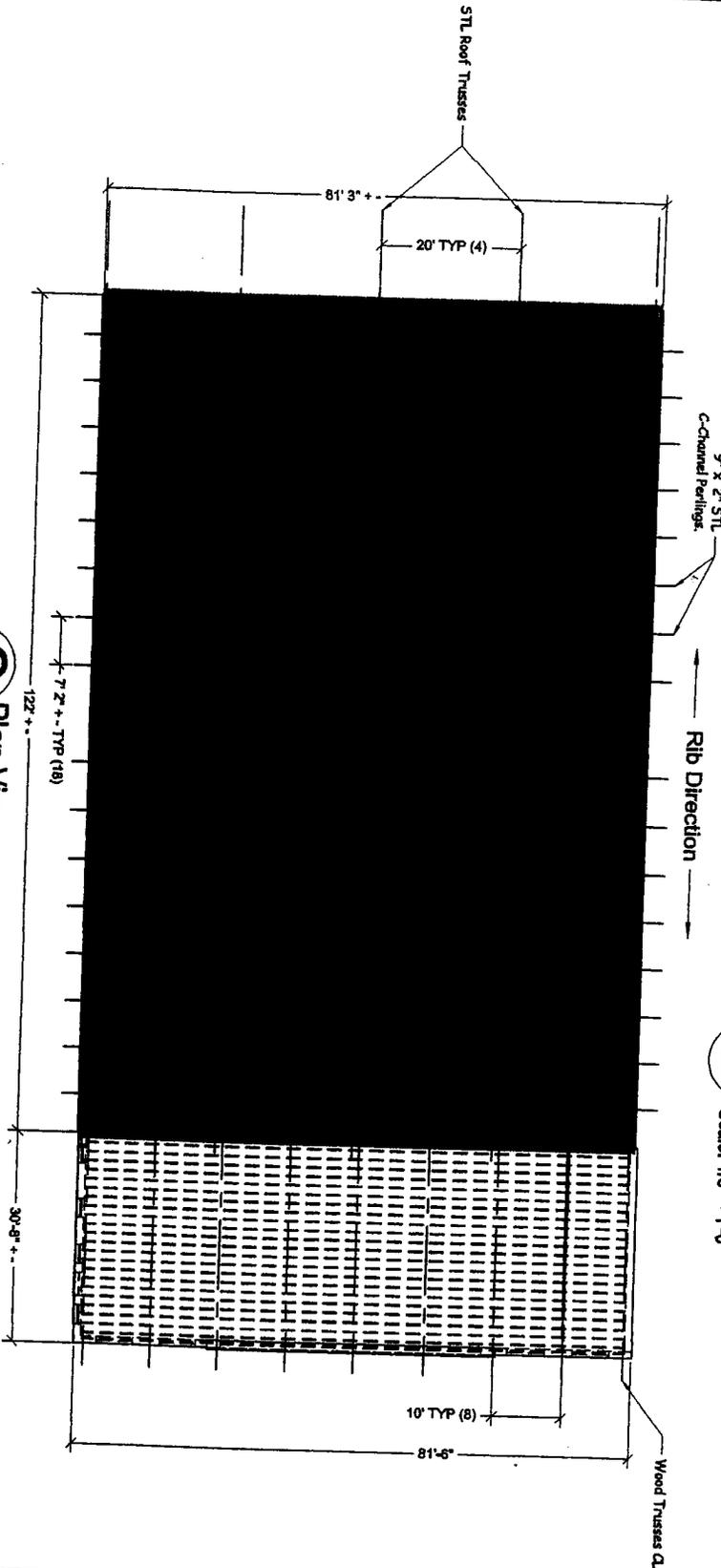
Project Name and Address <b>Curtiss Hanger</b> Sikorsky Memorial Airport Stratford, CT 06815		Drawing Title <b>Roof Repairs to Curtiss Hanger</b>	
Date 02/15/13	Scale A-1.0	Drawing Number 101-0	Revision As Noted



**1** East Elevation  
Scale: 1/8" = 1'-0"



**2** West Elevation  
Scale: 1/8" = 1'-0"



**3** Plan View  
Scale: 1/8" = 1'-0"

Project No: 02/15/13 Date: 02/15/13 By: As Noted		Sheet: A-2.0
<b>Project Name</b> Curtiss Hanger Sikorsky Memorial Airport Stratford, CT 06815		
<b>Project Description</b> Roof Repairs to Curtiss Hanger		
No.	Revision/Notes	Date

New EPDM Roof Membrane

New STL 1-1/2" x 8 18 Roof Decking  
Welded to Existing Purlins

(2) Existing 3" x 4" x 1/2" STL Angles Mechanically  
Fastened to 6" x 6" Tee Members

Existing 6" x 6" x 1/2" STL Tee Truss Members

Existing 9" STL C-Channel Purlins  
Mechanically Fastened to 6" Tee Members

1/2" THK STL Gussetts Mechanically Fastened  
at both ends of truss members.

Existing 9" C-Channel Continuous  
Mechanically Fastened

Existing W12x8 I-beam Columns 20'  
OC Mechanically Fastened

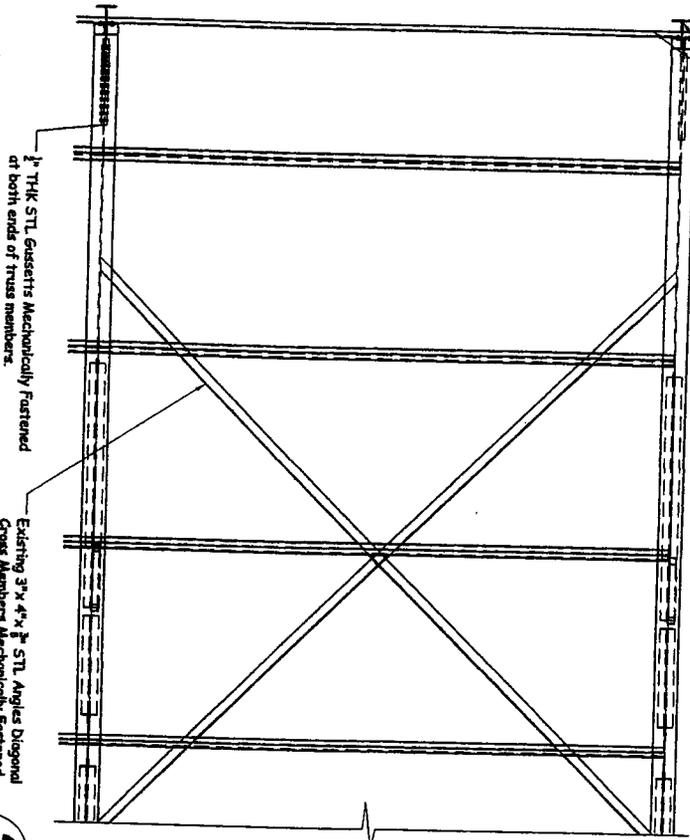
Existing 3" x 4" x 1/2" STL Angles Diagonal  
Cross Members Mechanically Fastened  
to 6" x 6" Tee Members

# 1 Front View

Scale: 1/2" = 1'-0"

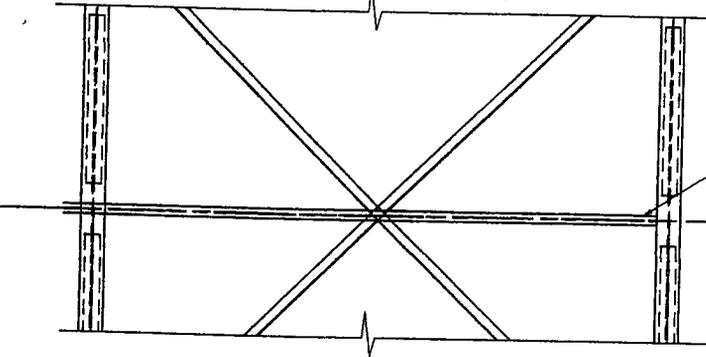
Existing W 4x8 I-Beam @ (2)  
Locations.

Existing W 4x8 I-Beam @ (2)  
Locations.



# 2 Plan View

Scale: 1/2" = 1'-0"

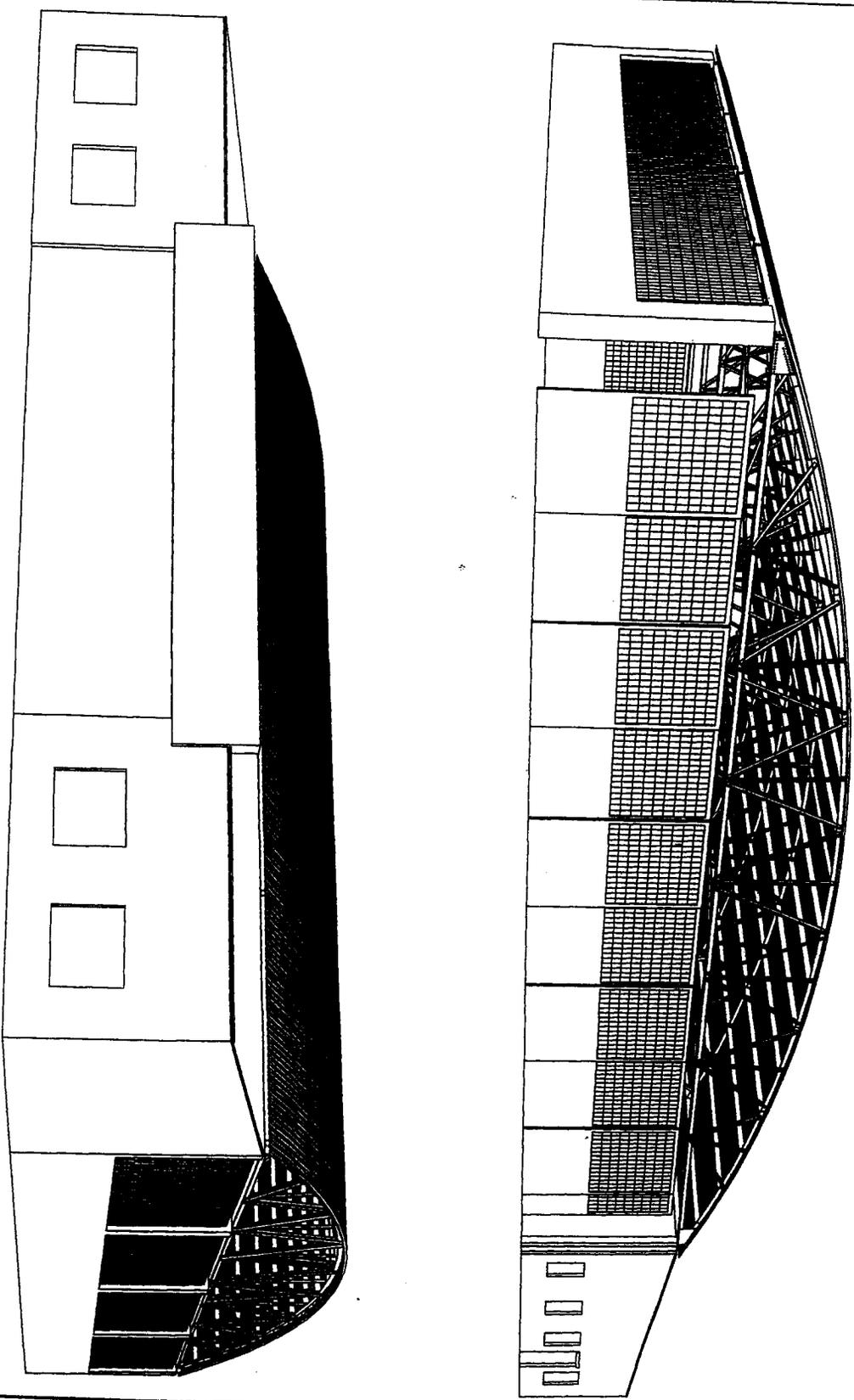


General Notes

**Curtiss Hanger**  
Sikorsky Memorial Airport  
Shelford, CT 06815

**Roof Repairs**  
to  
**Curtiss hanger**

Project: F31-D  
Date: 02/19/13  
Drawn By: M.H.H.  
**A-3.0**



General Notes

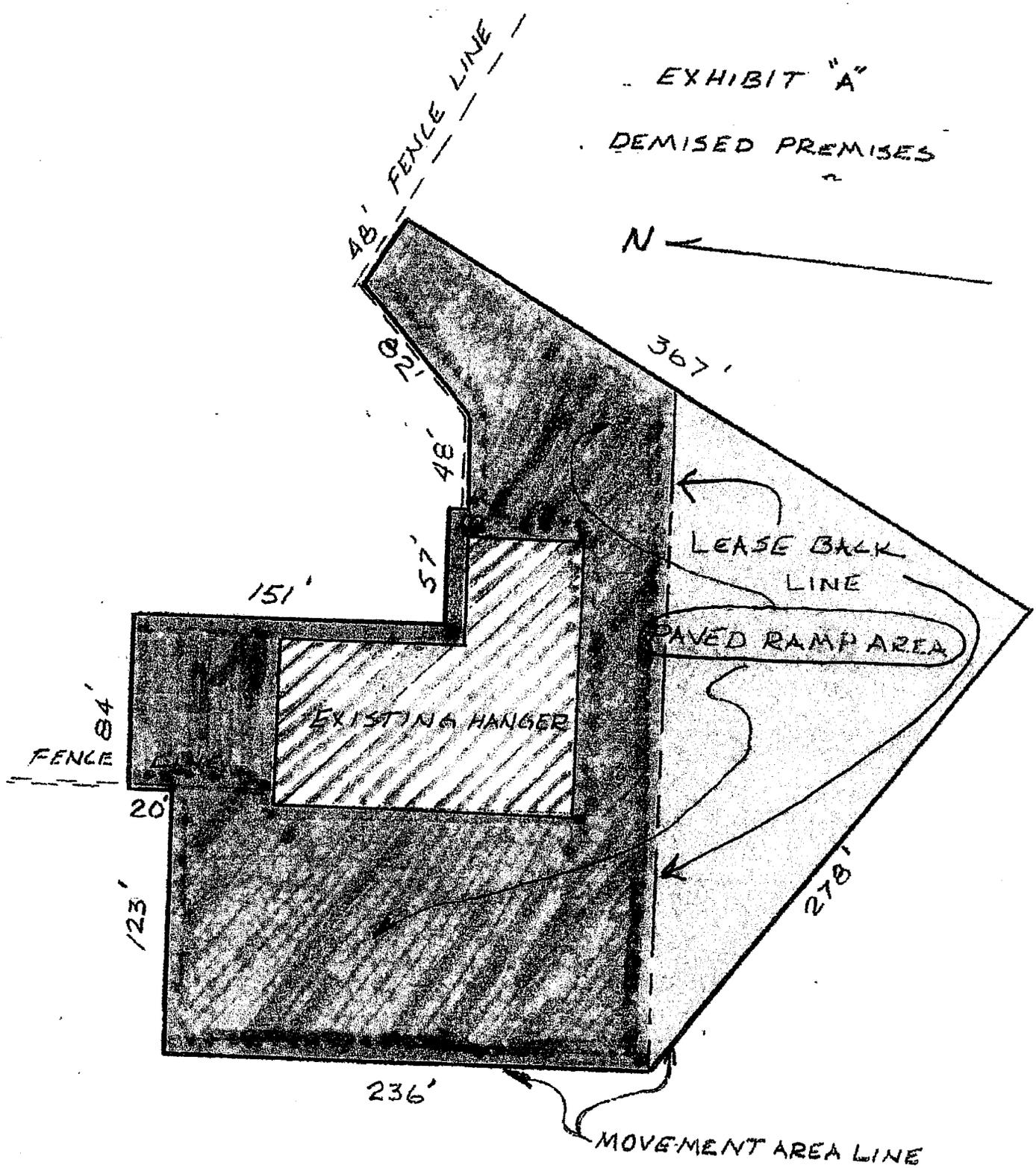
NO.	REVISIONS/ISSUES	DATE

Project Name and Address:  
**Curtiss Hanger**  
 Sikorsky Memorial Airport  
 Stratford, CT 06615

Project Name and Address:  
**Roof Repairs**  
 to  
**Curtiss Hanger**

Project No.: PG1-0  
 Date: 02/19/13  
 Scale: As Shown  
**A-4.0**

EXHIBIT "A"  
DEMISED PREMISES



LEASED AREA

CT AIR & SPACE CENTER

OCTOBER 14, 2013

Google

CASC

le Maps

LEASER LINE

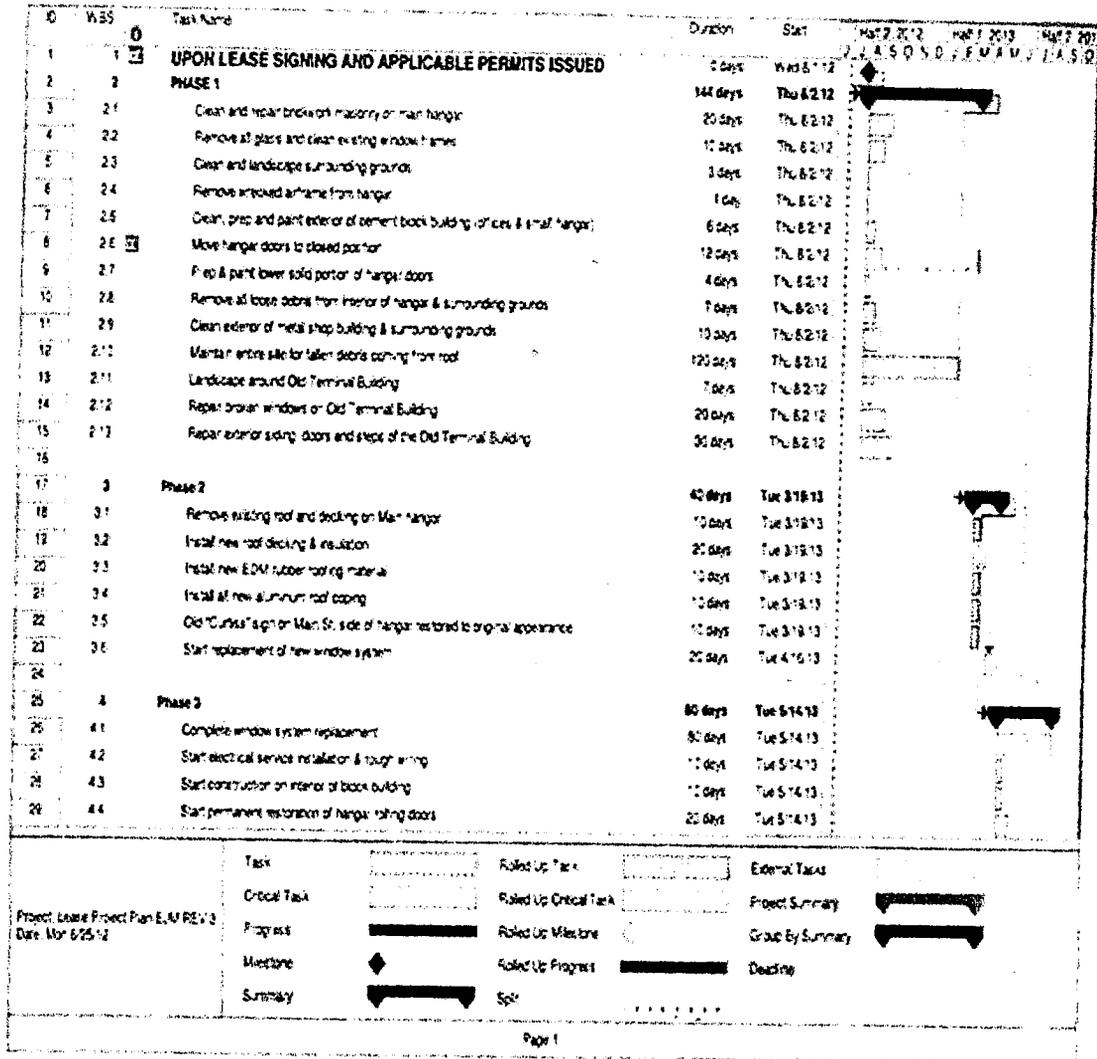
LEASER LINE

LINE

To see all the details that are visible on the screen, use the "Print" link next to the map.



## EXHIBIT D PROJECT GANTT CHART





U.S. Department  
of Transportation

Federal Aviation  
Administration

# Advisory Circular

---

**Subject:** Airport Foreign Object Debris (FOD) Management    **Date:** 9/30/2010    **AC No:** 150/5210-24  
**Initiated by:** AAS-100    **Change:**

---

1. **PURPOSE.** This advisory circular (AC) provides guidance for developing and managing an airport foreign object debris (FOD) program. In addition, this AC provides specifications for the equipment used in FOD removal operations.
2. **SCOPE.** The program described herein is composed of four main areas: prevention; detection; removal; and evaluation. Each of the four areas (corresponding to a dedicated chapter in this AC) contains strategies and practices that can help reduce FOD at airports.

The guidance in this AC is particularly applicable to airport owners and operators, air carrier station managers, and general aviation operators. Individuals in these positions may then be able to communicate to apron crews, maintenance technicians, and aircraft servicing personnel the safety hazards posed by FOD.

The FOD management guidelines presented in this AC are advisory and can be implemented at the discretion of the airport operator in accordance with the airport operator's approved Airport Certification Manual.

3. **CANCELLATION.** AC 150/5380-5B, Debris Hazards at Civil Airports, dated 7/5/96, is canceled.
4. **APPLICATION.** The Federal Aviation Administration (FAA) recommends the guidance and specifications in this Advisory Circular for developing and managing an airport FOD management program. In general, use of this AC is not mandatory. However, use of this AC is mandatory for the acquisition of FOD removal equipment through the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program. See Grant Assurance No. 34, Policies, Standards, and Specifications, and PFC Assurance No.9, Standards and Specifications.

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## CHAPTER 1. TERMINOLOGY AND REFERENCES

### 1.1. DEFINITIONS.

a. **Air Operations Area (AOA).** All airport areas where aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, apron areas, and all unpaved surfaces within the airport's perimeter fence.

b. **Airport Apron (or Ramp).** A surface in the AOA where aircraft park and are serviced (refueled, loaded with cargo, and/or boarded by passengers).

c. **Clean-as-you-go.** The practice of cleaning one's surroundings before, during, and after a shift, especially when working with items that may become FOD.

d. **Foreign Object Debris (FOD).** Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft. **NOTE:** *The FAA is cooperating with international aviation organizations in an effort to develop a standard, international definition of FOD. If, and when, such a definition is developed and adopted by the International Civil Aviation Organization (ICAO), that definition will take precedence over the one provided in this AC.*

e. **Foreign Object Debris (FOD) Damage.** Any damage attributed to a foreign object that can be expressed in physical or economic terms which may or may not downgrade the product's safety or performance characteristics. **NOTE:** *For the purposes of this AC, and to reduce confusion and ensure consistency in language and terminology, "FOD" will only refer to the phrase "foreign object debris."*

f. **Hazard.** A condition, object or activity with the potential for causing damage, loss, or injury.

g. **Manufacturer.** The distributor, lessor, or supplier of automated FOD detection equipment. This includes any operator of a FOD removal program that incorporates FOD detection equipment and removal equipment.

### 1.2. ACRONYMS AND TERMS.

ACM	Airport Certification Manual
AOA	Air Operations Area
FAA	Federal Aviation Administration
FOD	Foreign Object Debris
GSE	Ground Support Equipment
ICAO	International Civil Aviation Organization

**c. Sources.**

- (1) FAA ACs may be obtained from the FAA website at:  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)
- (2) FAA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO-W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591. Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:  
[http://www.faa.gov/about/office\\_org/headquarters\\_offices/ato/service\\_units/techops/atc\\_facilities/cm/cm\\_documentation/](http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/)
- (3) NHTSA Standards may be obtained from: NHTSA HQ, 1200 New Jersey Avenue, SE, West Building Washington, DC 20590. Website: [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov)
- (4) Industry publications may be obtained from:
  - (a) National Aerospace FOD Prevention, Inc., Telephone: (800) 363-1121 and website: [www.nafpi.com](http://www.nafpi.com)
  - (b) The FOD Control Corporation, 8987 East Tanque Verde Road, Building 309 - Mail Stop #360, Tucson, Arizona USA, 85749-9399 and website: [www.makeitfodfree.com](http://www.makeitfodfree.com)
  - (c) National Aerospace Standards (NAS), from the Aerospace Industries Association of America, Inc., 15 Inverness Way East, Inglewood, CO 80112 and website: [global.ihs.com/?RID=AIA](http://global.ihs.com/?RID=AIA)
  - (d) San Antonio International Airport, 9800 Airport Blvd., San Antonio, TX 78216, Telephone: (210) 207-3475 and website: [www.sanantonio.gov](http://www.sanantonio.gov)
  - (e) Society of Automotive Engineers, 400 Commonwealth Drive, Warrendale, PA 15096-0001

## CHAPTER 2. INTRODUCTION

### 2.1. GENERAL.

The presence of FOD on an airport's air operations area (AOA) poses a significant threat to the safety of air travel. FOD has the potential to damage aircraft during critical phases of flight, which can lead to catastrophic loss of life and airframe, and at the very least increased maintenance and operating costs. FOD hazards can be reduced, however, through the implementation of a FOD management program and the effective use of FOD detection and removal equipment.

### 2.2. FOD FUNDAMENTALS.

**a. FOD Hazards.** FOD can severely injure airport or air carrier personnel or damage equipment. Types of potential damage include: cutting aircraft tires; being ingested into engines; or becoming lodged in mechanisms affecting flight operations. Personnel injuries or even death can occur when jet blast propels FOD through the airport environment at high velocities.

#### **b. Sources of FOD.**

(1) FOD comes from many sources, which complicates efforts to maintain safe airfield operations. FOD can be generated from personnel, airport infrastructure (pavements, lights, and signs), the environment (wildlife, snow, ice) and the equipment operating on the airfield (aircraft, airport operations vehicles, maintenance equipment, fueling trucks, other aircraft servicing equipment, and construction equipment).

(2) FOD can collect both on and below ground support equipment stored or staged on the airport apron, particularly in apron areas. Jet blast can then blow FOD onto personnel or an aircraft. Jet blasts can also create runway FOD when an aircraft transitions from a relatively large-width runway onto a smaller-width taxiway. Outboard engines blow any loose dirt and materials from the shoulder and infield areas onto the runway. Also, the outboard engines of four-engine aircraft can move debris from the runway edge and shoulder areas, where it tends to accumulate, back toward the center of the runway or taxiway.

(3) Helicopters that maneuver over freshly mowed or loose-dirt infield areas can also move FOD onto runways, taxiways, and ramps. In addition, the rotor wash from a helicopter can propel lightweight ground support equipment (GSE) or materials staged nearby.

(4) FOD is often more common when airports begin construction activities. FOD may also be more prevalent in winter conditions, as aging pavement infrastructure may be influenced by weathering (freeze and thaw cycles) and begin to crack or break apart.

(5) Advisory Circular 150/5200-30, Airport Winter Safety and Operations, contains specific guidance on using and removing sand to minimize its chances of becoming FOD in winter weather conditions.

(2) Other FAA guidance documents, such as AC 150/5200-18, Airport Safety Self-Inspection, contain detailed information on the Part 139 inspection process, stating that "The inspector should continuously check for, and remove any FOD in movement areas, aircraft parking areas and loading ramps" (reference paragraph 11.g). It should be noted that while Part 139 requirements are mandatory for a holder of a Part 139 Airport Operating Certificate, the regulation contains many safety practices the FAA recommends for use at all airports.

(3) International standards and practices also discuss the issue of FOD in airports. ICAO Annex 14, Aerodrome Design and Operations, Chapter 10.2.1 states, "The surfaces of all movement areas including pavements (runways, taxiways and aprons) and adjacent areas shall be inspected and their conditions monitored regularly as part of an aerodrome preventive and corrective maintenance programme with the objective of avoiding and eliminating any loose objects/debris that might cause damage to aircraft or impair the operation of aircraft systems."

**b. Program Areas.**

(1) A successful FOD management programs typically contain four main areas, each containing significant elements, as outlined below and in Figure 2-1:

- Prevention
  - Awareness (existence of the FOD program and management support)
  - Training and education (implementation of the FOD program)
  - Maintenance
- Detection
  - Operations (manual inspections and use of detection equipment)
  - Equipment
- Removal
  - Equipment
  - Operations
- Evaluation
  - Data collection and analysis
  - Continuous improvement (trending, feedback, incident investigation)

## CHAPTER 3. FOD PREVENTION

### 3.1. AWARENESS.

#### a. Program Existence and Status.

(1) A first step in implementing a successful FOD management program is making sure that applicable personnel are aware of the program's existence. An airport's FOD management system should be visible in all aspects of the airport operation. Improvements in FOD safety will occur most efficiently if all airport personnel are actively encouraged to identify potential FOD hazards, act to remove observed FOD, and propose solutions to mitigate those hazards. Some examples of organizational communication are:

- (a) FOD seminars;
- (b) FOD letters, notices and bulletins;
- (c) FOD lessons-learned;
- (d) FOD bulletin boards, safety reporting drop boxes, and electronic reporting through web sites or email; and
- (e) A method to exchange safety-related information with other airport operators through regional offices or professional organizations.
- (f) Airport FOD program promotional materials, such as t-shirts, stickers, FOD disposal cans, and smaller give-away items.
- (g) FOD discussion at employee staff meetings.

#### b. FOD Policy and Management Support.

(1) An effective FOD program must also have the full support of management. Management's commitment to FOD prevention should be formally expressed in a statement of the organization's FOD policy. The statement will serve to formally establish the FOD management program. Posting this policy statement in conspicuous locations will help reinforce the organization's commitment to FOD prevention and help remind employees of their FOD management duties. Some key elements of an airport's FOD policy are:

- (a) An outline of the methods and processes that the organization will use to achieve desired safety outcomes.
- (b) The organization's policy concerning responsibility and accountability.

### 3.2. TRAINING AND EDUCATION.

a. **Audience.** Each individual with access to the AOA should understand their role in the prevention of FOD. These personnel include: airport operations; construction; aircraft maintenance and permanent/seasonal servicing staff (e.g. catering, fuel, cabin cleaning, baggage and cargo handling, waste disposal, etc.), and any other contractors. A formal orientation/instruction program familiarizing new employees with safety, security, communications, and vehicle operations should include FOD management training. This training can supplement the general FOD awareness incorporated into the driver training curriculum (or training for apron walking privileges) already in place at many airports.

b. **Features.** The FOD manager provides current information and continual training relating to FOD issues relevant to the specific operation of the airport. The provision of appropriate training to all staff, regardless of their level in the organization, is an indication of management's commitment to an effective FOD management program. FOD training and education programs typically contain the following features:

- (1) A documented process to identify training requirements;
- (2) A validation process that measures the effectiveness of training;
- (3) Recurrent training and education (to help maintain awareness);
- (4) Human (and organizational) factors.

c. **Training Objectives.** The primary objectives of the FOD training program will be to increase employee awareness of the causes and effects of FOD damage and to promote active employee participation in eliminating FOD during performance of daily work routines. The FOD manager should emphasize FOD management through employee motivational programs as well as by conducting training courses to emphasize FOD prevention through efficient design, product discipline, maintenance, and flight line activities. The following subject matter should be included, as applicable, in the FOD manager's FOD prevention program:

- (1) Overview of the FOD management program in place at the airport;
- (2) Safety of personnel and air carrier passengers;
- (3) Causes and principal contributing factors of FOD;
- (4) The consequences of ignoring FOD, and/or, the incentives of preventing FOD;
- (5) Practicing clean-as-you-go work habits, and the general cleanliness and inspection standards of work areas (including the apron and AOA);
- (6) Proper care, use, and stowage of material and component or equipment items used around aircraft while in maintenance or on airport surfaces;

(and monitoring) fencing where appropriate. Of course, FOD trapped by such fences should be removed regularly.

#### **(4) Construction.**

(a) Both airside and landside construction activities, as well as scheduled maintenance, should be communicated to airports users as early as possible. Specific FOD prevention procedures should be established and employed for each construction project. These procedures should be based on the proximity of construction activities to operational areas but in general should stress containment and regular cleanup of construction debris. Airport preconstruction planning should include a means for controlling and containing FOD generated by the construction. This is especially true in high-wind environments where debris is more likely to become airborne. For additional guidance on airport actions during construction activities, please reference AC 150/5370-2, Operational Safety on Airports During Construction.

(b) The designated routes of construction vehicles on the AOA should be examined, so as to avoid or minimize crossings of critical areas of aircraft operations. If high-risk crossings cannot be avoided, subsequent provisions such as an increased frequency of FOD inspections could be implemented. Airport operators should ensure that these provisions are incorporated into their FAA-approved Safety During Construction Plan.

(c) Contractors must fully understand the requirements and penalties incorporated in their contracts regarding the control and removal of FOD. To help ensure this occurs, airport operators may consider drafting standard "FOD Control and Clean-up" related language for all construction projects taking place within the AOA. The standard and project-specific FOD provisions could then be included into the contract documents for AOA construction projects. These items may include:

- Requiring contractors to cover all loads;
- Requiring contractor to secure any loose items that could easily be blown;
- Specifying whether any mechanical FOD removal devices will be required;
- Specifying how monitoring for FOD hazards will be done; and
- Requirements for inspecting tires prior to traversing areas where aircraft are located.

#### **(5) Airfield Maintenance Operations.**

(a) Mowing and other maintenance operations routinely disturb the vegetation and soil in areas adjacent to areas traveled by aircraft. Establish procedures to remove debris such as the use of an assigned airfield sweeper or personnel on foot using shovels to repair vegetation and soil.

(b) Airfield lighting, pavement, and marking maintenance operations generate concrete/asphalt debris as well as increase the potential for dropped repair parts, tools, and other items stored on the maintenance vehicles. Corrective procedures should include the use of airfield sweepers and inspection of the work site after the procedures are completed.

## CHAPTER 4. FOD DETECTION

### 4.1. GENERAL.

a. While proper FOD awareness is fundamental for any successful FOD program, the act of detecting FOD is one of the critical FOD operations that occur at an airport. This process involves not only the identification of potential FOD causes and locations, but also the timely detection of any FOD on airport surfaces. Whether detection occurs manually, through regular inspections, as a result of pilot reports, or through the use of advanced detection technologies, the outcome is equally important.

#### b. Runway Closures.

(1) A highly sensitive question involved in the use of continuously operating FOD detection technologies arises once an object is detected. If the location or characteristics of the FOD present no immediate safety hazard the object should be removed as soon as the operational schedule permits. If the location or characteristics of the FOD present an immediate safety hazard, provisions in the FOD management program should clearly indicate that a hazard exists and allow for an airport supervisor to take action and temporarily cease operations and, in the case of aircraft or airport equipment source of the FOD, notify the equipment operator. This is an appropriate issue, for example, for an airport's FOD committee to study and provide further guidance to airport management and operations staff.

(2) On March 17, 2009, the FAA issued CertAlert 09-06, Closing active runway for FOD checks increases safe operations. In this advisory notice, the FAA stated that although not all types of FOD will necessitate an immediate runway closure, quick and decisive action should be taken, in all cases, to assess the threat posed by reported FOD. The FAA recommends that airports work closely with their Airport Traffic Control facilities in establishing procedures for handling such matters. For those interested, local FAA Airport District or Regional Offices can provide sample Letters of Agreement that address these types of situations and that have been successfully implemented at high activity air carrier airports.

### 4.2. FOD RISK ASSESSMENT.

A FOD risk assessment enables an airport to determine where unsafe FOD conditions exist. However, since the risk assessment process is an integral part of an airport's Safety Management System (SMS) program, and the FAA does not require airports to have an SMS program, the risk assessment process will not be discussed at this time. If, or when, airports are required to have an SMS program in the future, this AC will be updated to reflect the appropriate risk assessment procedures.

### 4.3. FOD DETECTION OPERATIONS

a. **Inspection Areas.** While detailed inspection guidance is provided in AC 150/5200-18, Airport Safety Self-Inspection, additional information can be helpful for airport personnel conducting FOD inspections. The following areas and operations are typically prone to having FOD:

**(4) Air Cargo Operations.**

- (a) High potential for blowing debris such as plastic cargo wrappers.
- (b) Fencing used to contain debris should be cleaned regularly.

**(5) Construction Operations.**

- (a) The proximity of construction activities to operational areas presents a risk of debris.
  - (b) Regular and thorough cleaning of the construction site, including the construction haul routes, is expected. These provisions are typically outlined in local rules and pre-existing agreements, such as the construction safety plan. Particular attention should be paid to construction vehicle routes that cross or are adjacent to active pavements.

**(6) Aircraft Maintenance Activities.**

- (a) These activities, which may be performed on the apron, require a variety of small objects, such as rivets, safety wire, and bolts that become FOD when they are inadvertently left behind.
  - (b) All tools should be accounted for as a matter of practice. Aids in the control of these items include checklists, shadow boards, and cut out tool tray liners. For more information on an effective tool control program, please see NAS 412, Tool Accountability.

(7) Other activities. All vehicles should be driven on clean, paved surfaces when possible. If a vehicle must be driven on unpaved surfaces, the operator should check the vehicle tires for foreign objects immediately after returning to the pavement.

**b. Methods and Techniques.**

(1) The FAA and ICAO require a daily, daylight inspection of aircraft operating areas. Operational areas must be inspected at least once each day, with additional inspections being made in construction areas and immediately after any aircraft or ground vehicle accident or incident or any spill of material which may cause slippery conditions. In addition to performing these inspections at the beginning of the day or shift, personnel in the AOA should practice a clean-as-you-go technique of looking for FOD during their normal shifts in the course of their regular duties. Inspections occurring at night, taking place after the runway is closed or before the runway is opened, also occur frequently. During night time inspections, personnel and vehicles should be equipped with additional lights/lighting systems to better detect FOD.

**(2) Detection Technologies.**

(a) Recent technological developments have greatly expanded the capabilities of FOD detection through automation. Advanced technologies are now available for improved FOD detection, including capabilities for continuous detection on runways and other aircraft movement areas and mobile detection devices to supplement the capabilities of airport personnel.

airport staff in daily movement area inspections. This practice helps increase familiarity with local airfield conditions, and promotes effective communication between the airport and air carriers. The placement of convenient and conspicuous FOD containers (as described in Paragraph 5.2 of this AC) is a helpful reminder of the need to be vigilant in preventing the occurrence of FOD.

(i) An effective and clever operation currently in place at airports is the promotion of all-hands "FOD walks." These walks are typically conducted as part of an airport's FOD management campaign. Walks involve the coordination and invitation of airport and air carrier staff (e.g. ground handling agents, air carriers, Aircraft Rescue and Fire Fighting (ARFF) and apron personnel), external partners, and other community volunteers to participate in manually collecting airport FOD. These events can be promoted with offering food and water to participants, and various prizes (i.e. airport clothing) to those who collect the most FOD. Of note, during this type of event, identifying the location and origin of FOD (for data analysis and evaluation) is not always possible.

(d) For further guidance on the performance of airport inspections, please see AC 150/5200-18, Airport Safety Self-Inspection.

#### **4.4. FOD DETECTION EQUIPMENT.**

The standards and specifications found in AC 150/5220 24, Airport Foreign Object Debris (FOD) Detection Equipment, represent the FAA guidance for the evaluation and procurement of FOD detection systems.

## CHAPTER 5. FOD REMOVAL

### 5.1. BACKGROUND.

Once FOD is detected, the next major operation of a FOD management program will occur: removing FOD from the airport environment. The most effective resource for FOD removal is the use of FOD removal equipment, especially in areas where FOD can be expected, such as near areas of construction. For removal of an isolated FOD object detected on a runway, manual removal will be the most efficient. Although specialized equipment is available and highly suited to some airport operations, FOD removal methodologies and technologies are available for all airports.

### 5.2. EQUIPMENT CHARACTERISTICS.

This AC does not limit the equipment that airports may use for FOD removal. Currently available removal equipment can be categorized into two types: mechanical and non-mechanical. Additionally, the category of storage systems (FOD containers) is also of fundamental importance.

**a. Mechanical Systems.** These technologies use powered devices in mechanical systems that remove or retrieve FOD items and contain retrieved FOD for proper disposition. Equipment in this category varies in size, and is found in sizes from small push units to large area systems that are truck mounted. Types of mechanical removal systems include:

(1) **Power Sweepers**, including tow-behind bristle trailers. The sweeper removes debris from cracks and pavement joints, and is typically used in all areas of the AOA including areas where GSE are staged. **NOTE:** *For all brush systems, operators are cautioned that bristles can detach from brooms and produce a FOD source. Brushes made with metal bristles or spines are not recommended to be used for FOD removal purposes. Plastic or combination plastic/metal bristles may be appropriate, but the user should consult the equipment manufacturer for specific recommendations. Regardless of the equipment used, a thorough check of the pavement should be conducted at the conclusion of the sweeping procedure.*

(2) **Vacuum Systems.** These systems perform FOD removal functions similar to the power sweepers described above, but use air flow as the primary means of object retrieval. The systems may also perform in conjunction with mechanical brooms or other recirculating air units.

(3) **Jet Air Blowers.** These systems move FOD and other debris by directing a stream of high velocity air towards the pavement surface. When used in the airport environment, it is recommended that these systems incorporate a debris collection mechanism so that FOD will not simply be relocated to another area in the AOA.

**b. Non-Mechanical Systems.**

(1) **Friction Mat Sweepers.** A rectangular assembly towed behind a vehicle that employs a series of bristle brushes and friction to sweep FOD into sets of capture scoops, which are covered by a retaining mesh to hold collected debris.

### 5.3. PERFORMANCE.

a. **Operational Standards.** Unless otherwise specified, the following standards apply only to “mechanical” FOD removal systems.

(1) **Operational Speeds.** The minimum speeds that FOD removal equipment should operate and collect 90% of FOD (based on the “test/validation objects described in paragraph 5.3.b) is 15 mph (25 km/h). Maximum speeds are limited by airport operations regulations. (Mechanical and non-mechanical systems)

(2) **Collection Path.**

(a) The minimum path for a removal system used during airport operations is 60 in (150 cm) wide.

(b) Systems that are used on the airport apron or designed to be mounted on existing airport operations vehicles must have a minimum path 40 in (100 cm) wide.

(c) Magnets must be at least 36 in (90 cm) long and 4 in (10 cm) wide. (Mechanical and non-mechanical systems)

(3) **Retention / Hopper Capacity.**

(a) The minimum usable capacity of a power sweeper used during airport operations is 40 cu ft (1 cu m).

(b) For systems mounted on airport operations vehicles, the volume of the truck bed will represent the retention capacity.

b. **Testing / Validation.**

(1) All FOD removal equipment must be able to demonstrate the ability to collect 90 percent of the items listed in paragraph below, when they are placed in a 10 ft x 10 ft (3 m x 3 m) square on the pavement surface, on one pass of the equipment at a minimum speed of 15 mph (25 km/h). Where specific dimensions and weights are not provided, the purchaser will determine the object properties most characteristic of those found on their airport.

(2) **Test / Validation Objects.**

- A metal cylinder measuring 1.2 in (3.1 cm) high and 1.5 in (3.8 cm) in diameter (both ferrous (i.e., magnetic) or non-ferrous metals are acceptable),
- A sphere, measuring 1.7 in (4.3 cm) in diameter (i.e., a standard size golf ball),
- A “chunk” of asphalt or concrete,
- Any portion of a runway light fixture (in-pavement or edge light),
- A wrench (up to 8 in. (20 cm) in length),
- A socket (at least 2 in. (5 cm) in length),
- A piece of rubber from an aircraft tire,

## CHAPTER 6. FOD EVALUATION

### 6.1. DATA COLLECTION AND ANALYSIS.

a. A critical part of any FOD management system is the information available for problem assessment and management program design. Although anecdotal information on FOD collected at airports is available, no comprehensive assessment of FOD types and sources is possible unless a comprehensive data collection and analysis scheme is in place.

b. **Documentation.** The FOD manager will ultimately determine the documentation guidelines in a FOD management program. Certain small items, such as plastic wrappers or baggage tags, may simply warrant efficient collection and disposal. A consistent trend of small items, such as those coming from a particular entity or operation, or particularly large or hazardous FOD, may require detailed documentation for effective analysis and prevention efforts. It is recommended that airport personnel collect the following information, to the extent practicable, whenever FOD is collected:

- (1) How the FOD object was detected
- (2) Date and time of FOD detection and retrieval
- (3) Description of FOD retrieved (category, size, color), and/or image (if available)
- (4) Location of FOD object (coordinates and reference to the AOA location)
- (5) Possible source
- (6) Name of personnel detecting / investigating FOD item
- (7) Airport operations and weather data during the FOD detection event

#### c. Reporting.

(1) Depending on the volume or significance of collected FOD, the FOD manager may decide that it is necessary to designate and train certain personnel to collect, tag, store, and report on the collected FOD for future data analysis efforts. An additional communication procedure may also need to be established, so that the person who first collects the FOD will notify the person responsible for reporting the FOD. In any case, a well-defined reporting procedure is an important aspect of any FOD management program.

(2) The FOD management program should include a visible FOD reporting system supported by management. The reporting system should permit feedback from personnel regarding FOD hazards and other safety-related concerns. The FOD management system should use this information to identify and address operational or administrative deficiencies.

(3) Depending on the potential hazard of FOD collected, a reoccurrence of FOD from the same source, and the personnel available at an airport, the FOD management program may

- (1) Systematically review the effectiveness of existing FOD-management procedures used by airport and air carrier personnel, including all available feedback from daily self-inspections, assessments, reports, and other safety audits:
- (2) Verify that the airport is meeting identified performance indicators and targets;
- (3) Solicit input through a FOD system;
- (4) Communicate findings to staff and implement agreed-upon corrective procedures, mitigation strategies, and enhanced training programs; and
- (5) Promote safety in the overall operation of the airport by improving coordination between airport staff, air carrier personnel, and airport tenants.

## **APPENDIX A: SUGGESTED DUTIES AND RESPONSIBILITIES OF THE FOD MANAGER**

The information presented in this section represents only one of many potential approaches to designating the duties and responsibilities of a FOD Manager. Airports should select/modify any items that would be most appropriate for their situation when developing their FOD program.

**A.1. GENERAL.** Where appropriate, the airport operator should designate a FOD Manager(s) that will develop and implement plans and programs to prevent, detect, and remove FOD on an airport. The FOD Program Manager may be a dedicated position, but will more likely than not be an additional role assigned to someone currently serving in the airport operations staff. The FOD Manager(s) should be appointed by an Airport executive, or executive of the commercial business operating at the airport, and should have sufficient authority and organizational freedom to identify and implement FOD preventive measures whenever and wherever required.

### **A.2. THE FOD MANAGER should:**

- a. Review and assess the airport's FOD management program and make necessary revisions.
- b. Conduct scheduled and unscheduled evaluations/inspections of work areas to assess the effectiveness of the FOD management program.
- c. Assure implementation of corrective actions for FOD prevention.
- d. Assure that FOD incidents are thoroughly investigated and that incident reports are accomplished as specified in paragraph 6.1 of this AC.
- e. Assure that causes of FOD incidents are thoroughly analyzed to identify corrective measures.
- f. Notify affected contractor/tenant organizations and personnel of unique FOD prevention requirements.
- g. Develop techniques and assign responsibilities for publication of special FOD prevention instructions.
- h. Review results of the FOD incident investigations and evaluate the adequacy of corrective actions.
- i. Evaluate the amount and kind of foreign objects found and how they were found (e.g. during daily inspections, by pilots, airport operations staff, etc.).
- j. Review and approve FOD prevention training curricula, designate training personnel, and assure that airport/contractor/tenant personnel receive required training.

**APPENDIX B: FOD REMOVAL EQUIPMENT: ADDITIONAL STANDARDS****B.1 DESIGN STANDARDS.****a. General.**

(1) **Total Life.** FOD removal systems must be designed to perform their intended function for their "total life" period, when maintained according to the manufacturer's instructions. The "total life" for which the equipment is designed, assuming it is used and maintained in accordance with the manufacturer's recommendations, must be a minimum of:

(a) 20 years, or 200,000 miles (322,000 km), for mechanical systems, excluding consumable parts (e.g. bristles, brooms, and other portions of the collection mechanism)

(b) 10 years, or 10,000 miles (16,000 km), for friction mat sweeper equipment and towing hardware. The consumable portions of the system (e.g. friction mat), must be capable of operating for at least 2,000 miles (3,000 km) before replacement is needed.

(c) 30 years for all other non-mechanical systems.

(2) **Environmental.** FOD removal equipment, including all associated outdoor mounted equipment, must be designed to withstand the following climatic conditions and operate without damage or failure:

**(a) Weather**

(i) Ambient temperature range: 32 degrees F (0 degrees C) to 123 degrees F (52 degrees C) ambient outdoor air temperature (may be modified by the purchaser if the device is to be used in extreme climates)

(ii) Relative Humidity: 5% to 90% (may be modified by the purchaser if the device is to be used in extreme climates)

(iii) General Environment: Dust and airborne hydrocarbons resulting from jet fuel fumes.

(b) Components must be protected from mechanical, electrical, and corrosion damage causing impairment of operation due to rain, snow, ice, sand, grit, and deicing fluids.

(c) All electric motors, controls, and electrical wiring / equipment placed outdoors must be weatherproof in order to protect the equipment and connections from the elements.

(d) All non-moving structural components and materials must be individually and collectively designed and selected to serve the total life requirement under such conditions. Moving or working components, such as tires, motors, brakes, etc. are exempt from this provision.

**b. Safety.** The device must meet the requirements of SAE ARP1247, paragraph 3.8.

(4) **Indicators.** Engines used to drive systems, other than the vehicle propulsion system, must be equipped with a tachometer (green-lined within the correct operating RPM range and red-lined above this range) or automatically governed to prevent over-revving.

(5) **Engine Cooling System.** Liquid coolant systems must be rated for the maximum engine loads under the environmental conditions specified by the airport, or at the conditions of maximum intermittent output approved by the engine manufacturer, whichever criterion results in the largest heat transfer capacity. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill."

**(6) Fuel System.**

(a) Gasoline powered engines must meet all performance requirements without requiring premium grades of fuel. Diesel powered engines must be certified for aviation turbine fuel. LPG engines must be certified for (Natural Gas Producers Association) HD-5 motor fuel.

(b) Alternative fuels, such as bio-diesel, clean diesel, gaseous fuels (natural gas and liquid petroleum gas), alcohols (methanol and ethanol), Jet A, and reformulated gasoline may also be used. Equipment modifications to allow the use of such fuels must conform to manufacturer specifications.

(c) Fuel filters. Primary and secondary fuel filters will be provided. Fuel filter elements will be easily replaceable by a mechanic without loss of engine prime.

(d) Fuel tank. The fuel tank will have a fill opening readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fires. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled with the type of fuel used in the engine.

(7) **Exhaust System.** The exhaust system will be constructed of high grade rust resistant materials and protected from damage resulting from FOD impact. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake, and will not be directed toward the ground. Engine exhaust systems must be provided with flame and spark arrestors.

**d. Chassis and Vehicle Components**

(1) **Transmission.** A fully automatic transmission will be provided.

(2) **Driveline.** If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.

(4) **Seats.** The driver seat will be adjustable fore and aft. Each seat will be provided with a Type 2 seat belt assembly (i.e., 3-point retractable restraint) in accordance with Code of Federal Regulations (CFR) 49 CFR Part 571, §571.209.

(5) **Windshield wipers and washer.** The vehicle will be equipped with electrically powered windshield wiper(s). The wiper arm(s) and blade(s) will be of sufficient length to clear the windshield area described by Society of Automotive Engineers (SAE) J198, Windshield Wiper Systems - Trucks, Buses, and Multipurpose Vehicles. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

(6) **Warning Signs.** Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position.

**f. Electrical / Lighting.**

**(1) General.**

(a) Lighting must in all cases meet the requirements of AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport, using the standards for airfield service vehicles.

(b) Unless otherwise specified, electrical systems incorporating a storage battery must have a nominal rating of 12 or 24V DC.

(c) If highway transportability is specified, or otherwise specified by the purchaser, the vehicle lighting must comply with the appropriate provisions of the Uniform Vehicle Code and Federal Motor Vehicle Safety Standards (i.e. FMVSS Title 23, Chapter 2, Standard No. 108 "Lamps, Reflective Devices, and Associated Equipment"). The following lighting equipment must also be provided:

- (i) Two sealed-beam headlamps with high and low beams and a beam indicator.
- (ii) Two red combination tail and stop lamps, visible from the rear of the vehicle.
- (iii) Directional turn signals.
- (iv) Dual backup lights controlled by the transmission shift lever.

(d) When possible, headlights must be located on the vehicle so that they are 22 in (559 mm) below the operator's eye level.

(b) The system must be furnished as specified by the purchaser, in accordance with AC 150/5210-5, using the standards for airfield service vehicles.

**i. Optional Equipment.**

(1) The following options are not allowed unless specific justification is provided:

- (a) Turbocharged engine;
- (b) Auxiliary hand hose, and hand hose hydraulic assist;
- (c) Gutter-broom attachments.

(2) Vehicle undercarriage coatings are not allowed.

**B.2 CONSTRUCTION STANDARDS.**

**a. General Requirements.**

(1) All equipment and material must be new, undamaged, and of the best grade.

(2) Where items exceed one in number, the manufacturer must provide products from the same component manufacturer with identical construction, model numbers, and appearance.

(3) Insofar as possible, products must be the standard and proven design of the manufacturer.

(4) The manufacturer must install electrical connections for power, controls, and devices in accordance with NEMA and NEC recommendations and requirements. Transmitting equipment must be installed and adjusted in accordance with manufacturer's published instructions and the requirements specified herein.

**b. Workmanship.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.7.

**c. Materials.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.2.

(1) **Moisture and Fungus Resistance.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.4.

(2) **Corrosion of Metal Parts.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.5.

**d. Parts.**

(1) **Standard and Commercial Parts.** The device must meet the requirements of SAE ARP1247, paragraph 3.13.3.

(1) **Preliminary Qualification Tests.** Preliminary qualification tests may be specified by the purchaser.

(2) **Formal Qualification Tests.** Formal qualification tests may be specified by the purchaser.

(3) **Specification Conformance Tests.** The manufacturer must perform any tests referred to in SAE ARP1247, paragraph 4.6, if specified by the purchaser. The purchaser may elect to accept documentation of previously run tests.

(4) **Reliability Test and Analysis.** A reliability test and analysis may be specified by the purchaser.

f. **Data and Analyses.** If requested by the purchaser, the requirements of SAE ARP1247, paragraph 4.4, must be met by the manufacturer.

g. **Manuals and Publications.** The following operation and maintenance manuals must accompany the delivered equipment. The quantity of items is specified by the purchaser. No special format is required.

- (1) Operator's handbook.
- (2) Illustrated parts breakdown and list.
- (3) Preventive maintenance schedule.

#### **B.4 POST-DELIVERY STANDARDS.**

a. **Training.** For self-propelled, mechanical FOD removal equipment, the manufacturer must provide trained personnel at the time of delivery to adequately train airport/air carrier staff in the operation and maintenance of the equipment.

(1) Training must include written operating instructions that depict the step by step operational use of the device. Written instructions must include, or be supplemented by, materials which can be used to train subsequent new operators.

(2) Training topics must include trouble shooting and problem solving, in the form of theory and hands-on training, for personnel designated by the purchaser.

(3) A minimum of 4 hours of training for every airport/air carrier personnel and technician on the purchaser's maintenance staff must be provided by the manufacturer. Training selected personnel as part of a "Train the Trainer" program will also satisfy this requirement.

(4) Training time per day must not exceed 8-hour shifts, unless otherwise specified by the purchaser.

(5) Upon the completion of training, the manufacturer must issue each participant a certificate of completion.

### 3. PAVED AREAS 139.305

#### A. Inspection

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

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

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

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

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

← A.S. [signature]

**\*119-13 Consent Calendar**

Memorandum of Understanding and License Agreement with Sacred Heart University, Inc.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: August 4, 2014**

Adopted:

*Fleeta C. Hudson*

Attest:

City Clerk

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Approved

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Mayor

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# City of Bridgeport, Connecticut

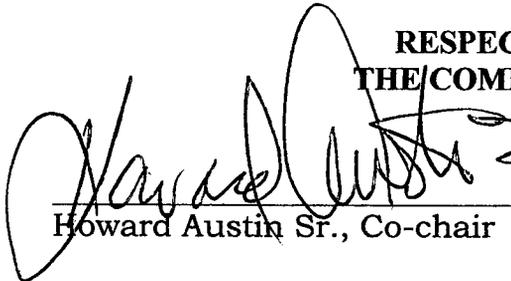
*To the City Council of the City of Bridgeport.*

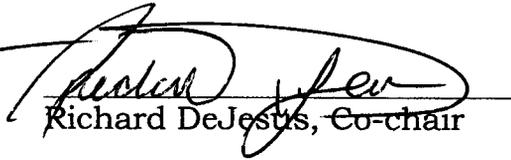
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

## **\*119-13 Consent Calendar**

**RESOLVED**, That the attached Memorandum of Understanding (MOU) and License Agreement between Sacred Heart University, Inc., and City of Bridgeport and Board of Parks Commissioners, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

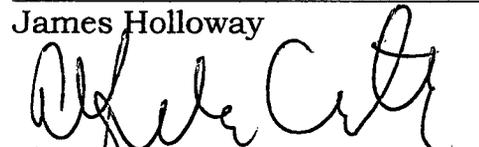
  
Howard Austin Sr., Co-chair

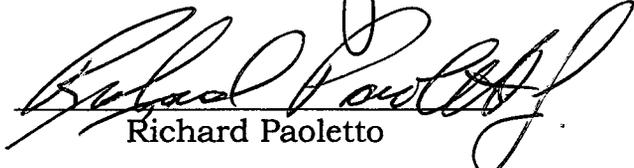
  
Richard DeJesus, Co-chair

\_\_\_\_\_  
Susan T. Brannelly

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

\_\_\_\_\_  
Richard D. Salter, Sr.

  
\_\_\_\_\_  
Alfredo Castillo

  
\_\_\_\_\_  
Richard Paoletto

**MEMORANDUM OF UNDERSTANDING and LICENSE AGREEMENT  
BETWEEN  
SACRED HEART UNIVERSITY, INC.  
AND  
THE CITY OF BRIDGEPORT  
AND ITS  
BOARD OF PARKS COMMISSIONERS**

AGREEMENT between the City of Bridgeport, Board of Park Commissioners ("Parks"), acting through the Department of ~~Public Facilities~~ of the City of Bridgeport ("City"), having an address at Margaret E. Morton Government Center, 999 Broad Street, 2<sup>nd</sup> Floor, Bridgeport, CT 06604 ("City") and Sacred Heart University, Inc., a nonstock corporation organized under the laws of the State of Connecticut, having an address at 5151 Park Avenue, Fairfield, CT 06825-1000 ("SHU"), desire to entering into an understanding with respect to making physical improvements to Perry Pilotti Field (Diamond #1) shown on Exhibit 1 attached hereto ("Diamond") so that SHU to play on an NCAA compliant baseball field that it needs for a limited number of months each year to host practices/games for its NCAA college baseball teams<sup>1</sup> ("Teams") while allowing the City to schedule unrestricted use to the boys and men's baseball programs of North End Little League Senior Teams and other City-based boys and men's softball leagues ("Users") at all other times.

NOW THEREFORE, for good and valuable consideration, each received by the other, the parties hereby agree as follows:

1. License to Use the Diamond. In consideration for the agreed improvements to be made by SHU and the City to the Diamond together with annual pre-season maintenance and in-season grooming, the City agrees to grant a non-exclusive license to SHU to use the Diamond for Team baseball practices and games from August 15<sup>th</sup> through October 31<sup>st</sup> and March 1<sup>st</sup> through June 15<sup>th</sup> (and perhaps longer in the case that a Team qualifies for NCAA playoffs)

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<sup>1</sup> Includes Division I Teams and Club Teams

("NCAA Season") of each year during the Term (defined below), with the Team having scheduling priority for its games during the NCAA Season. SHU will clear its NCAA Season schedule in advance with Parks and Parks will schedule use of the Diamond by SHU and other Users for the balance of each year during the Term.

2. Term. This agreement shall commence with the NCAA Season beginning on July 1, 2014 and shall continue for a period of ten (10) years until the end of the NCAA Season in 2024 ("Term") unless sooner terminated by either party as set forth herein.

3. SHU Contribution to Improvements. The City and SHU agree to work cooperatively to prepare the Diamond and improve it to NCAA/CIAC standards. SHU will either (a) contribute up to the sum of \$100,000.00 over a 24 month period to the City for making improvements to the Diamond that will permit NCAA/CIAC play as outlined in item (b) next, or (b) will install items of equivalent value to the Diamond, which may or may not consist of an NCAA/CIAC-compliant fence around the Diamond with outfield fences, new fenced dugouts on a concrete pad each with a fixed roof, a new clay infield, scoreboard, bullpens, batting cages or other improvements ("NCAA/CIAC Improvements") so long as such an arrangement complies with City's collective bargaining agreements. SHU will design the improvements to the Diamond at its own cost in addition to the above financial or in-kind contribution. SHU will use and permit the City to use SHU's design for the Diamond ("NCAA/CIAC-Compliant Design") and, if the City agrees to perform the improvements described in such NCAA/CIAC-Compliant Design, SHU's engineer will layout and stake the locations of various field improvements.

4. City Contribution to Improvements.

(a) The City will either (a) accept the \$100,000.00 contribution from SHU described in Paragraph 3 hereof and perform the work of the NCAA/CIAC

Improvements with its own forces or through public bidding or (b) will permit SHU to complete so much of the NCAA/CIAC Improvements as SHU's financial commitment will allow. The City will provide and install metal bleachers for spectators at the City's option.

All of the improvements to the Diamond, whether NCAA/CIAC-Compliant or otherwise, will be set forth in a budget to be mutually agreed between the City and SHU ("Budget").

5. Annual Pre-Season Preparation and In-Season Maintenance. SHU agrees to accomplish the following work to the Diamond annually during the Term:

(a) Top-dress the infield with clay prior to the start of the NCAA/CIAC Season;

(b) Mow the field and nearby perimeter prior to the start of the NCAA/CIAC Season and weekly during the NCAA/CIAC Season; and

(c) Clean the general area of debris prior to the start of the NCAA/CIAC Season and prior to each NCAA/CIAC game.

6. Scheduling. The City gives SHU priority in scheduling of its NCAA games during the NCAA Season and potential playoff games that SHU qualifies for and will work cooperatively with SHU to provide practice time during the NCAA Season. At all times when SHU is not using the Diamond for NCAA games or practices, the City has the right to schedule the use of the Diamond with other Users. In order to facilitate and coordinate scheduling events at the Diamond, the parties agree to meet in July of each year during the Term to plan use of the Diamond during the following NCAA Season so that all ~~schedules can~~ be taken into consideration.

7. **Disputes.** All disputes, if they cannot be resolved amicably at a staff level, shall be resolved by a meeting, called by a party on fifteen (15) days prior written notice, among the City's Mayor, the Chairman of the Board of Parks Commissioners, and the President of SHU, or their respective designees. If the parties cannot come to agreement within thirty (30) days after such meeting is called, whether or not the meeting is held, either party may send written notice to the other that this agreement will be terminated in 365 days from the date of such notice.

8. **Notice.** Any notice desired or required to be given hereunder shall be given in writing and shall be either hand-delivered, delivered by overnight courier service, or shall be mailed in a post-paid envelope addressed to the other party and deposited in a mailbox operated by the United States Postal Service to the following addresses:

If to the City:

At the address first set forth above, Attention: Mayor.

With a copy to:

City Attorney  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

If to SHU:

At the address first set forth above, Attention: University President.

With a copy to:

Michael D. Larobina, General Counsel  
Sacred Heart University  
5151 Park Avenue  
Fairfield, CT 06825-1000

This agreement requires the approval of the Board of Parks Commissioners and the Bridgeport City Council and shall become effective upon delivery of a fully-executed original to SHU.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BRIDGEPORT**

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

**SACRED HEART UNIVERISTY, INC.**

By: \_\_\_\_\_  
Name: John J. Petillo, Ph.D.  
Title: President

**BOARD OF PARKS COMMISSIONERS**

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

**Exhibit 1**  
**Description of Diamond**

**\*118-13 Consent Calendar**

Grant Submission: re 2014 Preventive Health and Health Services Block Grant.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: August 4, 2014**

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

**\*118-13 Consent Calendar**

**WHEREAS**, State Department of Public Health is authorized to extend assistance to municipalities in the form of grants; and

**WHEREAS**, this project has been made possible through a formula grant for 2014 Preventive Health and Health Services Block Grant; and

**WHEREAS**, this project funding will be used to support a community nutrition program; and

**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 State Department of Public Health for the purpose of supporting a community nutrition program; Now, therefore be it

**RESOLVED BY THE City Council:**

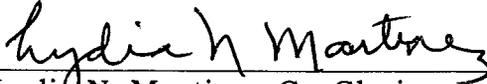
1. That it is cognizant of the City's grant application and contract to State Department of Public Health.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State Department of Public Health and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment  
**\*118-13 Consent Calendar**

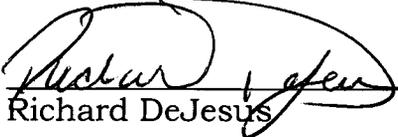
-2-

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

Resolution Authorizing a Referendum on renewal of  
City and Town Development Act.

**Report  
of  
Committee  
on  
CEA & Environment**

Submitted: August 4, 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:

**\*120-13 Consent Calendar**

**RESOLUTION BY CITY OF BRIDGEPORT CITY COUNCIL  
AUTHORIZING A REFERNDUM ON RENEWAL OF CITY  
AND TOWN DEVELOPMENT ACT**

**WHEREAS**, the City of Bridgeport and the residents thereof require substantial further development of employment opportunities, an upgrade of the housing stock, and construction and restoration of manufacturing/commercial properties; and

**WHEREAS**, the legislature of the State of Connecticut in recognition of the existence of unemployment, a shortage of housing, substandard housing, and deteriorated, vacant, or underutilized commercial/industrial properties in municipalities throughout the state enacted legislation known as the Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes) which allows needful municipalities to realize the benefits of this enactment through the passage of a resolution making certain findings and submitting that resolution to the electors of the municipality for approval.

Therefore, it is hereby resolved:

- A. That in accordance with Section 7-485 of the Connecticut General Statutes, this body finds:
1. An unreasonable number of residents of the City of Bridgeport subject to hardship in finding employment and adequate, safe, and sanitary housing.
  2. Conditions of blight and deterioration.
  3. Private enterprise is not meeting such need for housing, employment, and the reduction of blight and deterioration.
  4. The need for employment and adequate, safe and sanitary housing will be lessened and the City of Bridgeport will be revitalized by exercise of the powers granted under this chapter.
  5. Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property.
  6. A feasible method exists and shall be utilized for the relocation into a safe and sanitary dwelling of comparable rent of families and individuals displaced as a result of the exercises granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit.



Report of Committee on ECD and Environment  
\*120-13 Consent Calendar

-2-

7. Development property shall not be acquired or disposed of without due consideration of the environment and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services.
  8. The acquisition or disposition of all development property shall advance the public interest, health and safety of the City of Bridgeport.
- B. That the foregoing findings be presented to the electors of the City of Bridgeport for the general approval at the general election on November 4, 2014, in accordance with the provision of Section 7-480 of the Connecticut General Statutes in order that the benefits for the residents of Bridgeport resulting from the powers granted by Chapter 114 of the statutes may be realized by the residents. It is proposed that this matter be presented to the electors in the following fashion:
1. The ballot question to read:  
"Shall the findings of the Bridgeport City Council authorizing the City to exercise powers granted in the State of Connecticut City and Town Development Act be approved?"
  2. Explanatory Text as to the Intent and Purpose  
On August 4, 2014, the Bridgeport City Council adopted a resolution, which would allow for the granting of certain powers to the city under the City and Town Development Act. The electors of this city must approve findings of unemployment, shortages of adequate housing, shortages of modern commercial and industrial facilities, and blight before the city can issue bonds, construct, rehabilitate, own, sell, or lease commercial, industrial, or housing facilities. It is anticipated that the availability of these powers will expand the economic base of Bridgeport and provide new jobs and housing accommodations.

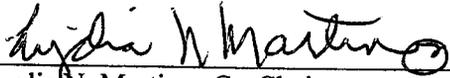
This resolution shall be in effect and force until November 4, 2019.



Report of Committee on ECD and Environment  
\*120-13 Consent Calendar

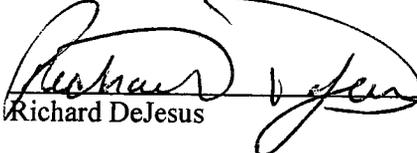
-3-

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

**\*124-13 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Elderly Hispanic Program.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 4, 2014**

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*124-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds: Elderly  
Hispanic Program (#15270)**

**WHEREAS**, the Southwestern Connecticut Agency on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a grant for the Elderly Hispanic Program; and

**WHEREAS**, funds under this grant will be used to improve the quality of life for low-income elderly Hispanics within Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwestern Connecticut Agency on the Aging in the amount of \$16,655.00 for the purpose of improving quality of life for low-income elderly Hispanics within Bridgeport; Now, therefore be it

**RESOLVED BY THE CITY COUNCIL:**

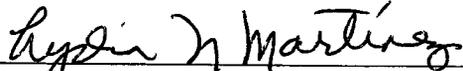
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Elderly Hispanic Program; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Elderly Hispanic Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*124-13 Consent Calendar

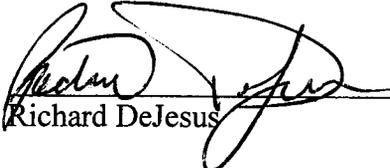
-2-

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

**\*125-13 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Tai Chi Program.

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**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: August 4, 2014**

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

**\*125-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds: Tai Chi  
Program (#15417)**

**WHEREAS**, the Southwestern Connecticut Agency on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a grant for the Tai Chi Program; and

**WHEREAS**, funds under this grant will be used to contract with a two certified Tai Chi instructors who will offer Tai chi Classes at Senior Centers throughout Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwestern Connecticut Agency on the Aging in the amount of \$10,350.00 for the purpose of providing Bridgeport seniors with Tai Chi classes; Now, therefore be it

**RESOLVED BY THE CITY COUNCIL:**

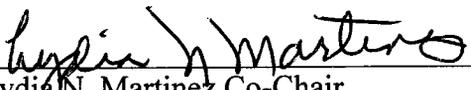
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Tai Chi Program; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Tai Chi Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

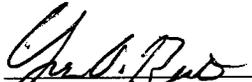


Report of Committee on ECD and Environment  
\*125-13 Consent Calendar

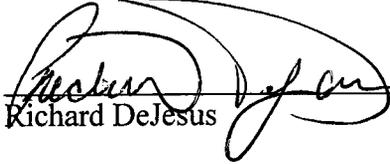
-2-

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

**\*126-13 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for East Side Senior Program.

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**Report  
of  
Committee  
on  
CD & Environment**

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**Submitted: August 4, 2014**

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*126-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds:  
East Side Senior Center (#15533)**

**WHEREAS**, the Southwestern Connecticut Agency on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through a grant for the East Side Senior Center; and,

**WHEREAS**, funds under this grant will be used to promote, enhance and develop community focal points, endorse physical and mental well-being and encourage good nutrition among Seniors; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwestern Connecticut Agency on the Aging in the amount of \$26,144.97 for the purpose of providing services at the East Side Senior Center; Now, therefore be it

**RESOLVED BY THE CITY COUNCIL:**

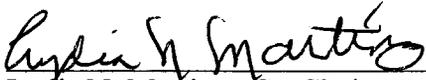
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing services at the East Side Senior Center; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the East Side Senior Center Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*126-13 Consent Calendar

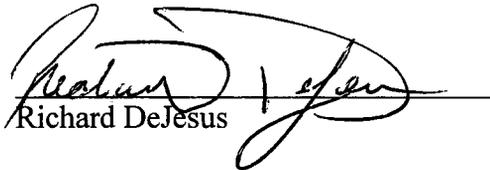
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Lydia N. Martinez Co-Chair

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Jack O. Banta Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
Richard DeJesus

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

\_\_\_\_\_  
Michael J. Marella

  
Eneida Martinez-Walker

**\*127-13 Consent Calendar**

Grant Submission: re Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds for Chore Program.

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**Report  
of  
Committee  
on  
CCD & Environment**

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**Submitted: August 4, 2014**

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

Attest: *Fleeta S. Hudson*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*127-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on the Aging (SWCAA) Title III Funds: Chore  
Program (#15418)**

**WHEREAS**, the Southwestern Connecticut Agency on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through a grant for the Chore Program; and,

**WHEREAS**, funds under this grant will be used to contract with a maintenance worker to help assist elderly, low-income Bridgeport seniors make minor home repairs; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwestern Connecticut Agency on the Aging in the amount of \$13,520.00 for the purpose of providing minor home repairs for low-income elderly seniors within Bridgeport.

**RESOLVED BY THE CITY COUNCIL:**

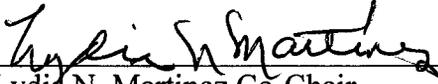
1. That it is cognizant of the City's grant application to and contract with the Southwestern Connecticut Agency on the Aging for the purpose of providing the Chore Program; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Southwestern Connecticut Agency on the Aging for the Chore Program Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*127-13 Consent Calendar

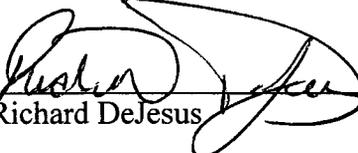
-2-

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

  
Lydia N. Martinez Co-Chair

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Jack O. Banta Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
Richard DeJesus

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

\_\_\_\_\_  
Michael J. Marella

  
Eneida Martinez-Walker

**\*128-13 Consent Calendar**

Grant Submission: re State Department of Energy and Environmental Protection NPS 319 Grant for Blackham School Lid Retrofit Project. (#14608)

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 4, 2014**

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

Attest: *Fleeta E Hudson*  
City Clerk

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Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*128-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Energy and Environmental Protection  
NPS 319 Grant - Blackham School LID Retrofit Project (#14608)**

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

**WHEREAS**, this funding has been made possible through a grant for the NPS 319 Program; and

**WHEREAS**, funds under this grant will be used to convert a portion of paved asphalt parking lot into a bioretention basin and retrofit an existing grass median into a functional bioswale to capture, treat, and infiltrate runoff from the adjacent parking area during average storms at Blackham School; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the State of Connecticut Department of Energy and Environmental Protection in the amount of \$57,980 to support the Department of Public Facilities in coordinating the implementation of the Blackham School LID Retrofit Project.

**RESOLVED BY THE CITY COUNCIL:**

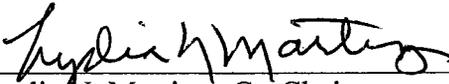
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection for the purpose of implementing the Blackham School LID Retrofit Project.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Energy and Environmental Protection for the NPS 319 Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*128-13 Consent Calendar

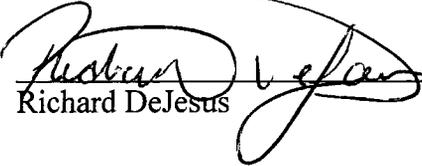
-2-

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

  
\_\_\_\_\_  
Lydia N. Martinez Co-Chair

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Jack O. Banta Co-Chair

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Mary A. McBride-Lee

  
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Richard DeJesus

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Michelle A. Lyons

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Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez-Walker

**\*129-13 Consent Calendar**

Grant Submission: re FY2014 US EPA Brownsfield  
Cleanup Grant Program for site located at 80 Hastings  
Street. (#14405)

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: August 4, 2014

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

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

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*129-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
2014 US EPA Brownfield Cleanup Grant Program- 80 Hastings Street (#14405)**

**WHEREAS**, the United States Environmental Protection Agency (EPA) is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a Cooperative Agreement between the US EPA and the City of Bridgeport; and

**WHEREAS**, funds under this grant will be used for cleanup of 80 Hastings Street -home of the former Progress Plating Technologies site; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Office of Planning and Economic Development submits an application to the United States Environmental Protection Agency (EPA) for a FY 2014 Brownfield Cleanup Grant in an amount not to exceed \$200,000 for the purpose of environmental remediation at 80 Hastings Street; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

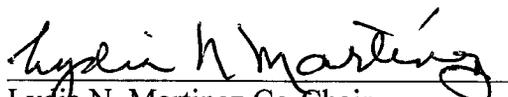
1. That it is cognizant of the City's grant application to and contract with the United States Environmental Protection Agency (EPA) for financial assistance for environmental remediation of the former Progressive Plating Technologies site located at 80 Hastings Street.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, David Kooris, to execute and file such application with the United States Environmental Protection Agency (EPA) for the FY 2014 Brownfield Cleanup Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*129-13 Consent Calendar

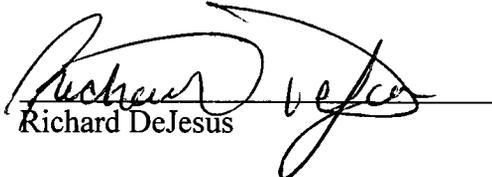
-2-

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

  
Lydia N. Martinez Co-Chair

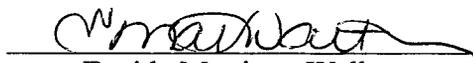
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Jack O. Banta Co-Chair

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Mary A. McBride-Lee

  
Richard DeJesus

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Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
Eneida Martinez-Walker

**\*131-13 Consent Calendar**

Resolution Authorizing Tax Incentive Development Agreement for the New Construction of 56 Residential Units located at 3336 Fairfield Avenue.

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**Report  
of  
Committee  
on  
COB & Environment**

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**Submitted: August 4, 2014**

Adopted:

*Fleeta C Hudson*

Attest:

City Clerk

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Approved

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Mayor

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# City of Bridgeport, Connecticut

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

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

**\*131-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Authorizing a Tax Incentive Development Agreement for the New Construction of  
56 Residential Units at 3336 Fairfield Avenue, "Riverbank Landing"**

**WHEREAS**, Riverbank Landing LLC, (the "Developer"), pursuant to a \$700,000 private purchase in July of 2004, is the owner of 1.22 acres of land located at 3336 Fairfield Avenue in the Black Rock Section of the City, (the "Property"); and

**WHEREAS**, the Developer proposes to invest approximately \$13 million to construct 56 new residential units on the Property, to consist of forty 2-bedroom units expected to rent for \$2,250 per month, as well as sixteen 1-bedroom units expected to rent for \$1,800 per month (the "Project"); and

**WHEREAS**, the Developer has secured zoning approval for the Project; and

**WHEREAS** the Developer has completed pre-development demolition on the Property and has completed considerable site-work and installed the foundation for the Project; and

**WHEREAS**, the Developer has not been able to attract the capital necessary to complete the Project; and

**WHEREAS**, the Developer has presented to the City's Office of Planning and Economic Development ("OPED") a request for a Tax Incentive which would allow the Project to attract the necessary capital; and

**WHEREAS**, OPED, making use of the National Development Council, has analyzed this request, subjecting it to an economic pro forma analysis (see attached memo of 6-24-14 from the National Development Council to David Kooris and Bill Coleman of OPED, herein after known as the "Analysis") against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, leveraging of financing, all as per the requirements of the City's Tax Incentive Development Program, Ch 3.20 of the Municipal Code; and



Report of Committee on ECD and Environment  
**\*131-13 Consent Calendar**

-2-

**WHEREAS**, the Analysis indicates that the Project, as it would be structured under the Tax Incentive Agreement, allows the Developer a reasonable rate of return of less than 12 percent, attracts sufficient private capital in the amount of 70 percent of the Project cost, and affords the City a significant increase in tax revenue on the Property from the approximately \$20,000 it currently produces to the \$140,000 it would produce in the first year of occupancy; and

**WHEREAS**, the Tax Incentive Development Agreement herein proposed provides over \$1.6 million in tax revenue over the first ten years of occupancy, commencing at an average per unit tax rate that is roughly equivalent to 10% of the Project's Effective Gross Income, which is the percentage standard OPED has sought to achieve as policy with respect to such agreements, and which in the case of this Project translates to an initial tax payment of \$2,500 per unit that will then escalate annually at a rate of 3%; and

**WHEREAS**, Building Permit Fees for the Project, with a construction cost estimated at \$10 mm, would equate to approximately \$250,000 in additional revenue for the City; and

**WHEREAS**, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that the City's Office of Planning and Economic Development ("OPED") finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (4) shall not generate any less in taxes than in the year prior;
- (5) shall begin construction within two years;
- (6) has earned OPED's favorable report on economic impact

**WHEREAS**, it is in the City's interest to encourage the completion of this long-stalled Project; Now, therefore be it



Report of Committee on ECD and Environment  
\*131-13 Consent Calendar

-3-

**RESOLVED** that the Director of the Office of Planning and Economic Development is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the annual real estate tax ("Annual Tax") due at the Property for the first ten years after the issuance of a Certificate of Occupancy as follows:

Year 1:	\$140,000
Year 2:	\$144,200
Year 3:	\$148,526
Year 4:	\$152,982
Year 5:	\$157,571
Year 6:	\$162,298
Year 7:	\$167,167
Year 8:	\$172,182
Year 9:	\$177,348
Year 10:	<u>\$182,668</u>
<b>Total:</b>	<b>\$1,604,943</b>

**BE IT FURTHER RESOLVED**, that the Annual Tax shall be paid in two equal installments, one due on July 1 and one due the following January 1; and

**BE IT FURTHER RESOLVED**, that within two months of making the tenth installment payment due under this agreement, the Developer shall submit to the City's Office of Planning and Economic Development ("OPED") an Income Report for the Project detailing the income earned from rents ("Effective Gross Income" or "EGI") during the twelve months prior to the tenth installment payment so that OPED may determine whether the Annual Tax paid in the previous year was equivalent to 10.21% of the EGI reported for that year. If the Annual Tax paid was less than 10.21% of the EGIR reported for that year, then the Annual Tax due in the succeeding year shall be adjusted upward from the amount approved herein by a dollar amount equal to the difference between what would have been paid at the rate of 10.21% and what was actually paid. This "Adjusted Annual Payment" shall then be due in the sixth year of this Agreement, and the succeeding years' payments shall accordingly be escalated at 3% annually from the Adjusted Annual Payment; and

**BE IT FURTHER RESOLVED**, that the Mayor and the Director of the Office of Planning and Economic Development are each authorized to execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution in the best interests of the City.



Report of Committee on ECD and Environment  
\*131-13 Consent Calendar

-4-

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

  
Lydia N. Martinez Co-Chair

  
Jack O. Banta Co-Chair

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Mary A. McBride-Lee

\_\_\_\_\_  
Richard DeJesus

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

  
Michael J. Mafella

  
Eneida Martinez-Walker

Council Date: August 4, 2014



TO: David Kooris  
Bill Coleman

FROM: Kevin F. Gremse *KFG*

DATE: June 24, 2014

RE: Riverbank Landing  
Payment in Lieu of Taxes (PILOT)

Per your request, the National Development Council (NDC) has reviewed the financial model for Riverbank Landing, the proposed residential development in Black Rock, and analyzed the need for a payment in lieu of taxes (PILOT). In this memo, I have provided a summary of the development's program and financial structure, reviewed the Sources and Uses of Funds, reviewed the operating proforma, and provided the basis and justification for the consideration of the proposed PILOT.

#### SUMMARY

The project involves the new construction of 56 residential rental units at 3336 Fairfield Avenue, a property which has been vacant for over two decades since the Mary Journey's Inn closed. Arthur Hersh, a Fairfield-based developer, bought the property about 10 years ago, demolished the structures, completed considerable site work, and built the foundation for the proposed building. Hersh also received zoning approvals from the City of Bridgeport in 2006 for his development. Hersh planned the proposed building as a for-sale condominium but was not able to secure a construction loan. Market conditions necessitated reprogramming the building to a rental property. Hersh was still unable to access the necessary capital to complete the project, despite his owning the property debt-free and site work and foundation already completed.

Hersh has recently added Phillip Craft as a development partner. Craft is a local developer who has completed several comparable residential buildings in Milford and other commercial buildings in Fairfield County. Craft provides additional equity, a strong balance sheet, and comparable project experience to the team. Despite this, the development does not "pencil out" from an investment perspective with taxes at full assessment, as the property's "as complete" value (based upon an income valuation approach), would be substantially less than the project's budgeted cost. Investments do not bear sufficient returns in instances in which project costs exceeds fair market value.

Based upon NDC's review of the financial model, the development team will not be able to assemble a financial package to finish the project if the property were to be taxed at full assessment. With a payment in lieu of taxes (PILOT) structured at 10% of effective gross income (EGI), the development structure would work for both the needs of the lender and development team. The taxes based upon the above formula would commence at \$120,390 annually (equivalent to \$2,150 per unit). This annual would be a \$100,000 increase to what is



currently paid on the unfinished property. The proposed PILOT at 10% of EGI is consistent with other previous PILOTs approved to support residential and mixed-use developments. It is recommended that the PILOT be in place for 10 years and that the taxes escalate 3% annually during this term.

## SOURCES AND USES

The development team is currently shopping the construction and permanent loan with a number of commercial lenders. It is expected that the loan will be sized at approximately \$9,000,000, or an estimated 70% of as-complete value, with the assumed PILOT in place. The development team proposes to fund the remaining project cost with equity.

USES OF FUNDS	Amount	% of
Land Acquisition	\$1,700,000	13%
Construction	\$9,816,474	74%
Contingency	\$200,000	2%
Architectural/Engineering	\$500,000	4%
Construction Interest	\$450,000	3%
Loan Fees	\$90,000	1%
Other Soft Costs and Carrying Costs	\$500,000	4%
TOTAL	\$13,256,474	100%
Per Unit Cost	\$236,722.75	
<b>SOURCES OF FUNDS</b>		
First Mortgage	\$9,000,000	68%
Existing Equity	\$2,700,000	20%
Additional Developer Equity	\$1,556,474	12%
State of CT DOH CHAMP	\$0	0%
TOTAL	\$13,256,474	100%

The development team considered submitting an application the State of Connecticut Department of Housing (DOH) for a soft loan (debt without a structured repayment schedule) but decided against it because (a) the program is extremely competitive and (b) it would have resulted in the need to deed restrict more than half of the units as affordable, thereby changing the intended development product more so than desired.

## PROFROMA ANALYSIS

The development team projects rents at \$1,600 for a 1BR and \$2,250 for a 2BR. These rents are higher than comparable rents in Bridgeport, although there is little comparable properties in Bridgeport. The development team is confident in getting such rents due to the favorable location (Black Rock in near vicinity to the Fairfield Metro train station) and the superior quality of the units and common area amenities. In reality, the comparable properties are those newly constructed rental residential buildings located throughout the region in other communities besides Bridgeport.



The operating expenses are considered reasonable for a comparable building, the real estate taxes aside. With the real estate taxes or PILOT being sized based upon the 10% of effective gross income (EGI) formula, it can be demonstrated that the property would have an equivalent "as complete" value as the development cost.

STABILIZED OP. PROFORMA	Amount	Comments	
2BR Gross Income (market)	\$1,076,640	\$2,243	Unit
1 BR Gross Income (market)	\$307,200	\$1,600	Unit
Gross Income	\$1,383,840		
Less Vacancy	(\$138,384)	10.00%	Vacancy
Less Concessions	(\$41,515)	3.00%	
Effective Gross Income	\$1,203,941		
Less Operating Expenses	(\$210,000)	\$3,750	unit.
Less Utilities	(\$56,000)	\$1,000	
Less proposed RE Taxes (PILOT)	(\$120,394)	10%	EGI PILOT.
		\$2,150	3% escalators.
Total Operating Expenses	(\$386,394)	\$6,900	Unit
Net Operating Income	\$817,547		
Less First Debt Service	(\$579,767)		
Less Second Debt Service	\$0		
Cash Flow	\$237,779		

## RATIOS AND MEASUREMENTS

Even with the proposed tax schedule, the development is financially marginal. The financial ratios fall short of what is normally expected for a development in what is still considered an unproven market for the proposed residential product. Developers normally expect at least a 12% return on equity and normally seek out developments in which the net operating income (NOI) of the property is at least 7% of project costs. Both development metrics ("cash on cash" rate of return and "cash on cost" rate of return) for Riverbank Landing are in the 6 - 8% range with the proforma'd rents and expenses. The development team will proceed with the development because it believes that the product will be well absorbed by the market, allowing it to increase rents beyond what is proforma'd for the lenders. Nevertheless, there bears considerable risk for the development team for the project even with the PILOT.

RATIOS AND MEASUREMENTS	
Estimated "As Complete" Fair Market Value	\$13,206,524
Debt Coverage Ratio (DCR) on First Mortgage	1.41
Loan to Value (LTV) on First Mortgage	68.15%
Cash on Cash Return on All Equity	7%
Cash on Cost (NOI/Project Cost)	6%



## PILOT NEED

NDC has conducted considerable analysis of this proposed development. Based upon our review, we find that the proposed PILOT is an integral part of the financial structure in order to make the development financially feasible. Furthermore, we have determined that the developer has maximized other sources of funding for the development and that it has maximized debt and developer equity. It has not used other public sources of funds due to the affordability requirements of such programs. The proposed PILOT allows there to be near-market rates of return offered to both the developer and the outside investors. The PILOT is not a vehicle through which investors will be unduly enriched. Rather, it is a vehicle through which financial feasibility is achieved in order for the transaction to close and the long-delayed project completed.

## COMMUNITY BENEFITS

The following is a list of summarized community benefits resulting from the project;

- *Re-activating a long-dormant site* – The site has been vacant for 20 years. Other attempts at development have fallen short due to the economic imbalance of costs exceeding completed value. The redevelopment of this site is expected to strengthen the commercial strip and add buying power to the commercial strip along Black Rock Harbor.
- *Transit Oriented Development* – The project's prime location one block from the train station will allow residents to live in a desired community and commute via the transit system to jobs in the region.
- *Tax Increment* – Although not taxed at full assessment, the PILOT will result in a substantial tax increment for the City of Bridgeport, an increase above from what it currently collects on the vacant buildings with annual increases. The "as completed" taxes, commencing at \$120,000 annually, is \$100,000 higher than what is collected currently for the vacant lot. The completion of such a vital piece of Black Rock's commercial corridor is also expected to catalyze additional private sector investment and development.

**\*132-13 Consent Calendar**

Grant Submission: re State Department of Economic and Community Development Round 5 Brownfield Grant - 1564 Seaview Avenue, Bridgeport, CT.

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**Report  
of  
Committee  
on  
ECD & Environment**

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Submitted: August 4, 2014

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

*Fleeta S. Hudson*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*132-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Economic and Community Development  
Round 5 Brownfield Grant - 1564 Seaview Avenue, Bridgeport, CT**

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

**WHEREAS**, this funding has been made possible through the Round 5 Brownfield Program; and

**WHEREAS**, funds under this grant are intended to be lent and/or granted to third party borrower/recipients for the purpose of funding environmental remediation activities of targeted Brownfield sites in the City of Bridgeport and will be used to clean-up and provide a local manufacturer (Prime Resource Corporation) to have a clean facility and to expand manufacturing and current workforce by 200 employees; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office and Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development (DECD) in the amount of \$4,000,000 to support the cleanup and expansion of 107,000 square facilities located at 1564 Seaview Avenue, Bridgeport, CT; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Economic and Community Development (DECD) for the purpose of implementing the cleanup of 1564 Seaview Avenue, Bridgeport, CT.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development (DECD) for the Round 5 Brownfield Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*132-13 Consent Calendar

-2-

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



# 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:

**\*133-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Office of Policy & Management- Youth Services Prevention  
Grant for Office of Neighborhood Revitalization Mentoring Program (#15433)**

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

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

**WHEREAS**, funds under this grant will be used for the Office of Neighborhood Revitalization Mentoring Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office with Office of Economic Development and Neighborhood Revitalization Zone Program, submits an application to the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Youth Services Prevention program focused on mentoring and developing job readiness skills; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Youth Services Prevention program focused on mentoring and developing job readiness skills.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management for the Youth Service Prevention Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
**\*133-13 Consent Calendar**

-2-

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

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Lydia N. Martinez Co-Chair

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Jack O. Banta Co-Chair

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Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez-Walker

**\*134-13 Consent Calendar**

Grant Submission: re US Department of Agriculture  
Farmers Market Promotion Program - Bridgeport  
Farmer's Market Collaborative Incentive and  
Education Expansion.

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**Report  
of  
Committee  
on  
ECB & Environment**

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Submitted: August 4, 2014

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

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

*Fleeta E Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*134-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
US Department of Agriculture Farmers Market Promotion Program- Bridgeport Farmer's  
Market Collaborative Incentive and Education Expansion**

**WHEREAS**, the US Department of Agriculture Farmers Market Promotion Program is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a Farmers Market Promotion Grant Program; and

**WHEREAS**, funds under this grant will be used for - Bridgeport Farmer's Market Collaborative Incentive and Education Expansion; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office with the community partners, submits an application to the US Department of Agriculture Farmers Market Promotion Program in the amount of \$100,000 to implement a program for farmers market promotion, doubling of coupons and offering nutrition education to the families to increase fresh fruit and vegetable consumption: Now therefore, be it hereby

**RESOLVED BY THE CITY COUNCIL:**

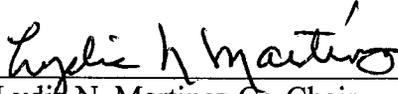
1. That it is cognizant of the City's grant application to and contract with the US Department of Agriculture Farmers Market Promotion Program in the amount of \$100,000 to implement a Bridgeport Farmer's Market Collaborative Incentive and Education Expansion focused on increasing fresh fruit and vegetable consumption.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the US Department of Agriculture Farmers Market Promotion Program for the Bridgeport Farmer's Market Collaborative Incentive and Education Expansion and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

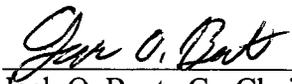


Report of Committee on ECD and Environment  
\*134-13 Consent Calendar

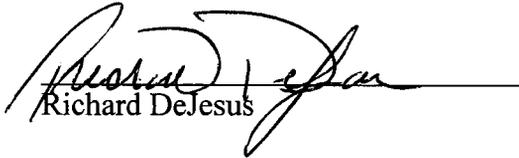
-2-

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

  
Lydia N. Martinez Co-Chair

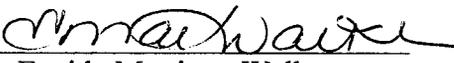
  
Jack O. Banta Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
Richard DeJesus

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

\_\_\_\_\_  
Michael J. Marella

  
Eneida Martinez-Walker

**\*123-13 Consent Calendar**

**Settlement of Pending Litigation with Ryan Keane.**

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

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**Submitted: August 4, 2014**

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

*Fleeta C Hudson*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

## **\*123-13 Consent Calendar**

**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Ryan Keane	Patrick McCabe, Esq. The Law Offices of Patrick McCabe, LLC 22 5th Street. Stamford, CT 06905	Personal Injury	\$30,000.00

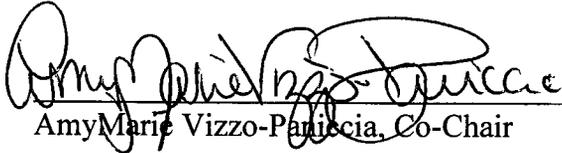
**BE IT FURTHER RESOLVED**, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



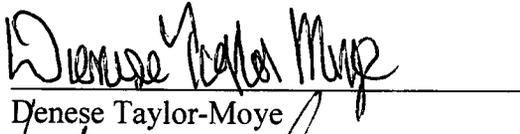
Report of Committee on Miscellaneous Matters  
\*123-13 Consent Calendar

-2-

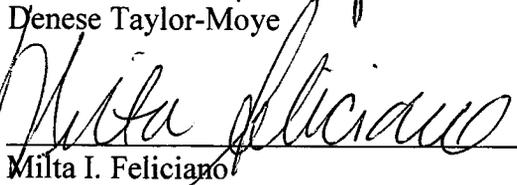
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Paniscia, Co-Chair

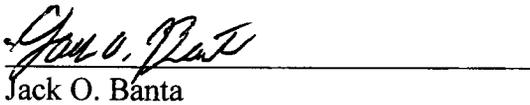
\_\_\_\_\_  
Patricia Swain, Co-Chair

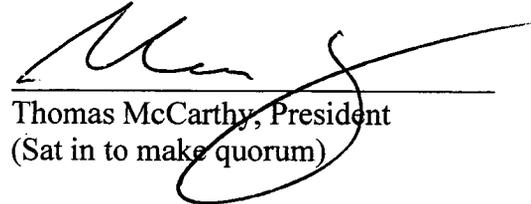
  
Denese Taylor-Moye

\_\_\_\_\_  
Susan T. Brannelly

  
Milta I. Feliciano

\_\_\_\_\_  
Robert E. Halstead

  
Jack O. Banta

  
Thomas McCarthy, President  
(Sat in to make quorum)



# City of Bridgeport, Connecticut

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

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

**106-13 Consent Calendar**

**BE IT RESOLVED**, That Resolution# 106-13 presented by the Board of Education, Superintendent of Schools regarding a Grant Application to authorize school construction work for the roof replacement at Thomas Hooker School, be and it hereby is, referred to the Budget and Appropriations Committee.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
EDUCATION AND SOCIAL SERVICES**

\_\_\_\_\_  
Denese Taylor-Moye, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee, Co-Chair

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

\_\_\_\_\_  
Rick Torres

\_\_\_\_\_  
Robert E. Halstead

\_\_\_\_\_  
Michael J. Marella, Jr

\_\_\_\_\_  
Milta I. Feliciano

\_\_\_\_\_  
Thomas C. McCarthy, President  
(Sat in to make Quorum)

City Council Date: August 4, 2014  
Withdrawn by full Council on August 4, 2014



# City of Bridgeport, Connecticut

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

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

**117-13**

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

**NAME**

**TERM EXPIRES**

Alfred Yazbak (D)  
170 Midland Street  
Bridgeport, CT 06605

December 31, 2015

\*This will fill a vacancy.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, Co-Chair

\_\_\_\_\_  
Patricia Swain, Co-Chair

\_\_\_\_\_  
Denese Taylor-Moye

\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Milta I. Feliciano

\_\_\_\_\_  
Robert E. Halstead

\_\_\_\_\_  
Jack O. Banta

\_\_\_\_\_  
Thomas McCarthy, President  
(Sat in to make quorum)

Council Date: July 7, 2014  
Tabled and Ref'd back to Committee on July 7, 2014  
ReSubmitted: August 4, 2014  
Tabled by full Council on August 4, 2014

# RESOLUTION

By Councilmember(s): Richard M. Paolletto, Jr.

Michael J. Marella, Jr.

District: 138<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

August 4, 2014 (OFF THE FLOOR)

Referred to:

Board of Police Commissioners

Attest:

\_\_\_\_\_  
*City Clerk*

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG -5 A 9:36

ATTEST \_\_\_\_\_  
CITY CLERK

WHEREAS, ;Broadbridge St. is in the 138<sup>th</sup> District and  
WHEREAS, ; at the corner of Broadbridge St and  
Greystone Road has had major re-construction of the  
bridge and roadway surface and

WHEREAS, ; this major re-construction including  
flattening and widening of the road surface and

WHEREAS, ; traveling west from Stratford into  
Bridgeport there is a hidden street/driveway servicing 4  
houses past utility pole marked 9073 around a bend in the  
road and

WHEREAS, ; owners of these homes has have issues  
entering and leaving the hidden street/ driveway due to  
oncoming traffic and

NOW, THEREFORE, BE IT RESOLVED, that the  
Council requests some sort of signage including but not  
limited to, slow hidden street or curve in road street sign  
be installed between utility poles 9073 and 9069 on  
Broadbridge St.

*Referrals Made:*

# RESOLUTION

By Councilmember(s): Richard M. Paolitto, Jr.  
Michael J. Marella, Jr.  
District: 138<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

August 4, 2014 (OFF THE FLOOR)

Referred to:

Board of Police Commissioners

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

*City Clerk*

WHEREAS, ; Success Ave is in the 138th District and  
WHEREAS, ; Business owners and constituents have  
expressed concern over the lack of street lighting around  
509 Success Ave and

NOW, THEREFORE, BE IT RESOLVED, that the  
Council requests a light fixture be installed on utility pole  
7130

*Referrals Made:*

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG -5 A @ 36  
ATTEST  
CITY CLERK



BILL FINCH  
Mayor

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

DAVID M. KOORIS  
Director

COMM. #145-13 Ref'd to ECD&E Committee on  
08/04/2014 (OFF THE FLOOR).

Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06605

August 4, 2014

Dear City Clerk:

Attached, please find a resolution that would authorize a Tax Incentive Agreement for 585 Norman Street Avenue in support of a \$3.6 million refurbishment of this 100-unit affordable housing development. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

  
Bill Coleman  
Director of Neighborhood Development

CC: Mayor Finch  
Andrew Nunn, CAO  
David Kooris, OPED

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG -5 A 11:59  
ATTEST  
CITY CLERK

**A Resolution by the Bridgeport City Council  
Authorizing a Tax Incentive Agreement  
for the Laurelwood Place Apartments  
an Affordable Housing Development  
at 585 Norman Street**

RECEIVED  
CITY CLERK'S OFFICE  
2014 AUG - 5 A 11: 14  
ATTEST  
CITY CLERK

Whereas, Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed solely for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose;

Whereas, the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing.

Whereas, Laurelwood Place Apartments, located at 585 Norman Street (the "Property"), is a 100-unit affordable housing development, deed-restricted exclusively for low and moderate income residents earning less than Sixty (60%) percent of the Area's Median Income;

Whereas the Property, was originally constructed and is currently owned by the Bridgeport Rotary Club Housing Corporation (the “Original Owner”);

Whereas, Wishrock Investment Group II LLC, a Maine limited liability company, with an address c/o The Wishcamper Companies, Three Canal Plaza, Suite 501, Portland, Maine 01401, (the “Developer”) is under contract to purchase the Property from the Original Owner for \$6,600,000 and proposes to invest approximately \$3,600,000 in the renovation of the Property, with the improvements to be known herein collectively as the “Project”);

Whereas, the Developer will manage the Property through its affiliated property management company, Preservation Management Inc (the “Property Manager”), which manages a portfolio of over 10,000 units in 18 states, and has been providing management and resident services at affordable housing properties for more than 17 years;

Whereas, the Property Manager will provide the residents with a Resident Services program, (with the specific services to be known herein collectively as the “Resident Services”);

Whereas, on an administrative level, per the Tax Incentive Agreement, and per the Statute, the City may enter into a corollary agreement with the State (the “State Agreement”) whereby the City may receive some tax payment for the Property directly from the State, subject to the availability of State funding;

Whereas, regardless of whether the City enters into the State Agreement, and regardless of whether the City receives any payment from the State under such State Agreement, the Developer shall be fully responsible to the City for making the

annual tax payment due hereunder, in part the purpose of this resolution being to assure the City of full payment of taxes due hereunder;

Whereas, the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per industry standards;

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City's Tax Incentive Development Program (the "Ordinance") and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes at the schedule attached hereto, the Development shall not attract the capital it needs to proceed;

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance;

Whereas it is in the City's interest to encourage the development of high quality affordable housing with services for its senior residents;

Whereas, the Developer has a solid track record in developing and managing such projects;

**NOW THEREFORE BE IT RESOLVED** that the Director of the Office of Planning and Economic Development or his designee is authorized to negotiate and execute a Tax Incentive Development Agreement that shall establish the base annual tax payment due to

the City at the greater of the amount that would be due per the normal assessment and levy practices of the City applicable to the tax payment due on July 1, 2015 or the amount of \$135,000, with such greater amount to escalate annually at 3% per year for a period of 40 years, beginning with the payment due on July 1<sup>st</sup>, 2015 and ending with the payment due on July 1, 2055 provided that all the affordable housing restrictions herein mentioned remain in place.

BE IT FURTHER RESOLVED that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other ancillary and related agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.