

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 1, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation by WPCA and Malcom Pirnie, Inc. regarding the WPCA's Selected Combined Sewer Overflow Long Term Control Plan.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 4, 2010

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 153-09** Communication from OPM re Budget Transfer FY 2010-2011 for MICR Cartridges for Munis Printers \$1350, From: Others Services To: Computer Supplies, referred to Budget and Appropriations Committee.
- 154-09** Communication from Mayor re Appointment of Edgar Rodriguez (D) to the Fire Commission, referred to Public Safety and Transportation Committee.
- 155-09** Communication from Airport Manager re Proposed Agreement with the State for Preliminary Design and Permitting for Runway 06/24 Reconstruction at Sikorsky Memorial Airport, File No. AERO-5800-1649; State Project No. DOT00150350PE, referred to Contracts Committee.
- 156-09** Communication from Central Grants and Community Development re Grant Submission: State of Connecticut OPM 2010 Police Youth Grant Program, referred to Public Safety and Transportation Committee.
- 157-09** Communication from Central Grants and Community Development re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program, referred to Economic and Community Development and Environment Committee.
- 158-09** Communication from Central Grants and Community Development re Grant Submission: U.S. EPA 2010 Brownsfields Assessment Grant Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 159-09** Communication from Central Grants and Community Development re Grant Submission: U.S. EPA 2010 Brownsfields Clean Up Grant Program for 837 Seaview Avenue, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *145-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Education 21st Century Community Learning Centers Grant - Lighthouse in the Community.
- *146-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Mental Health and Addiction Services for 2010 - 2011 Substance Abuse Prevention Program.
- *147-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Public Health for 2010 - 2011 Local Public Health Preparedness Advisors Grant.
- *148-09** Economic and Community Development and Environment Committee Report re Authorizing the Acceptance of a Donation for a portion of 305 Knowlton Street from MP Development Associates LLC.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 1, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Preferential treatment from Council
Members



Bridgeport Water Pollution Control Authority

Combined Sewer Overflow
Long Term Control Plan (LTCP)

City Council Meeting
November 1, 2010

Agenda

Background – CTDEP Meeting

WPCA's LTCP-Alternatives and Costs

Questions & Comments

Latest Meeting with CTDEP on LTCP

- ✓ Minor water quality concerns on the east side of Bridgeport
- ✓ CTDEP concurs No LTCP needed for east side - (~+\$100M savings)
- ✓ Focus of LTCP on west side only
- ✓ LTCP CRITERIA: 1 Year Storm, Zero Combined Sewer Overflows
- ✓ Alternative Evaluation

Cost of LTCPs

Hartford MDC:

\$867M to \$1.6B

Narragansett Bay:

\$350M

New Haven:

\$579M

Alternatives Considered

Categories Included:

- Green Alternatives
- Collection System Controls - Raising Weirs/Closing Outfalls
- Real Time Controls (RTC)
- Conveyance/Treatment Systems
- Storage Tanks/Tunnels
- Sewer Separation

Alternatives Considered and Selected

Over 24 Alternatives were considered

— these were selected:

- **Green Alternatives:**
 - Rain barrels
 - Cisterns
 - Green roofs
 - Infiltration basins
 - Porous pavement
 - Rain gardens
- Raising regulator weirs and closing outfalls
- Remote monitoring/RTC-CTDEP Required
- Wet weather treatment
- Tunnels
- Storage tanks
- Sewer Separation

Green Alternatives

The Project Costs:

Capital Cost : Near zero

O&M: Developers absorb the cost

Does not reduce overflows to zero

Raising Weirs/Closing Outfalls

Capital Cost : Negligible

O&M: \$0

High Benefit to Cost Ratio

Does not reduce overflows to zero

Remote Monitoring/Real Time Control

CTDEP Requires Some Type of Program

Four Most Critical Regulators Chosen

Capital Cost : \$2.5M

O&M: \$100,000

Develop Better System Understanding

Does not reduce overflows to zero

Sewer Separation

Capital Cost : \$560M

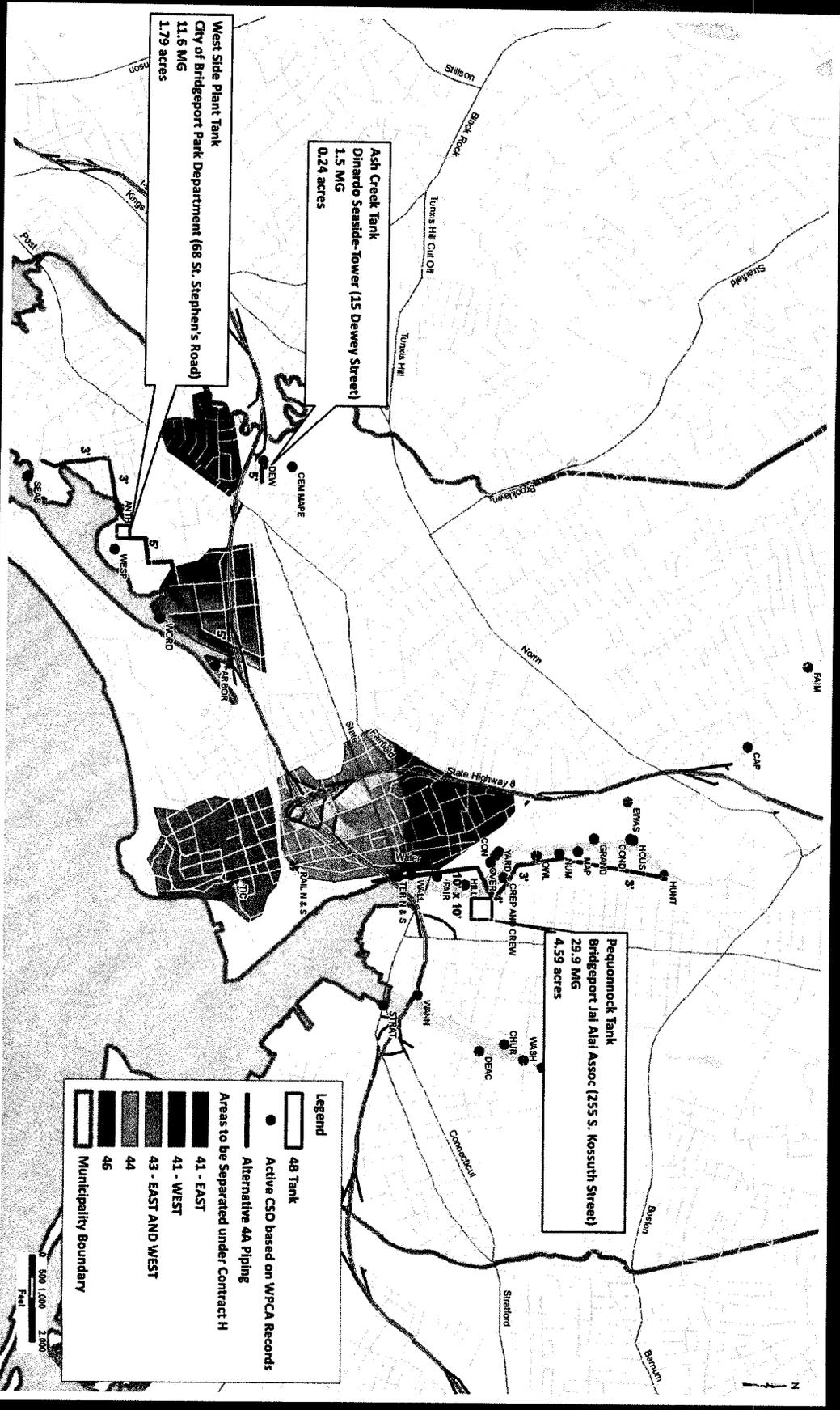
O&M: \$500,000

Traditional Means of CSO Correction

Does not reduce overflows to zero

Contract "H" separation program to remain

Storage Tanks



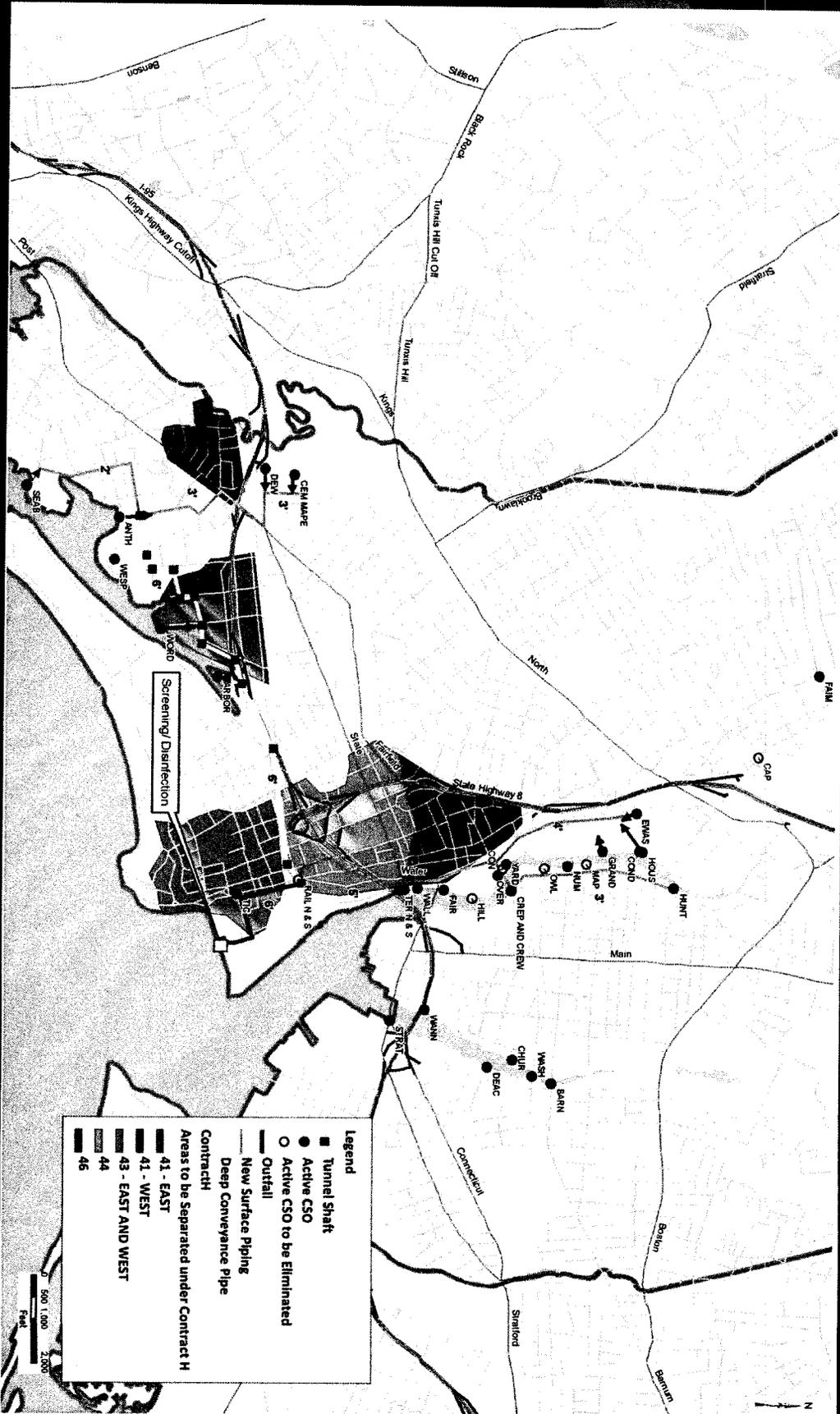
Storage Tanks

Capital Cost : \$550M

O&M: \$ 830,000

Alternative achieves zero overflows

Conveyance Tunnel with Treatment



Conveyance Tunnel with Treatment

Capital Cost : \$425M

O&M: \$ 1.7M

Storage Tunnel

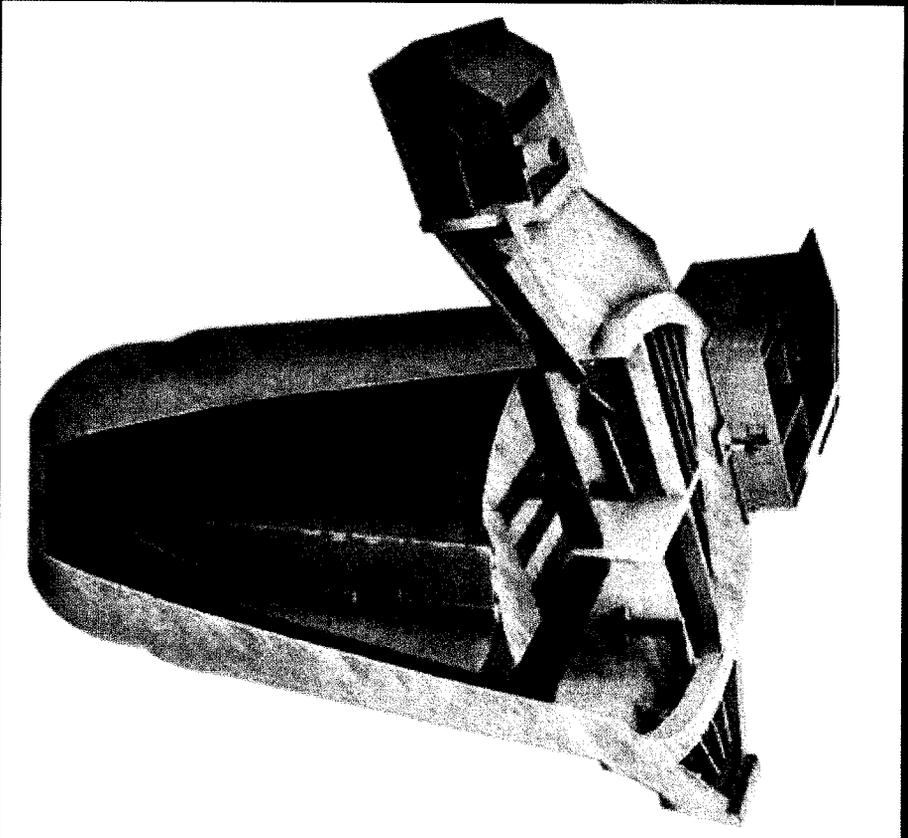
Capital Cost : \$340M

O&M: \$ 1.1M

Lowest Overall Cost of all Alternatives

Disadvantage: Requires \$258M Phase Initially

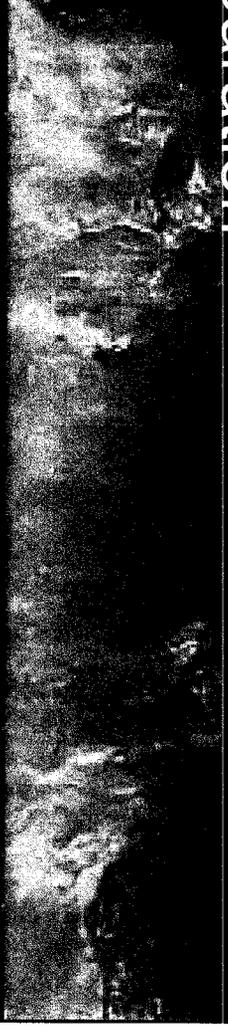
Innovative Alternative to Tunnels or Tanks



- Treatment shaft technology
- Provides treatment and/or storage
- Small footprint
- Can provide cost savings compared to conventional methods

Long Term Control Plan Components

- “Limited” Sewer Separation
- Two Storage Tanks
- Conveyance Piping
- Storage Tunnel
- Water Quality Monitoring Programs



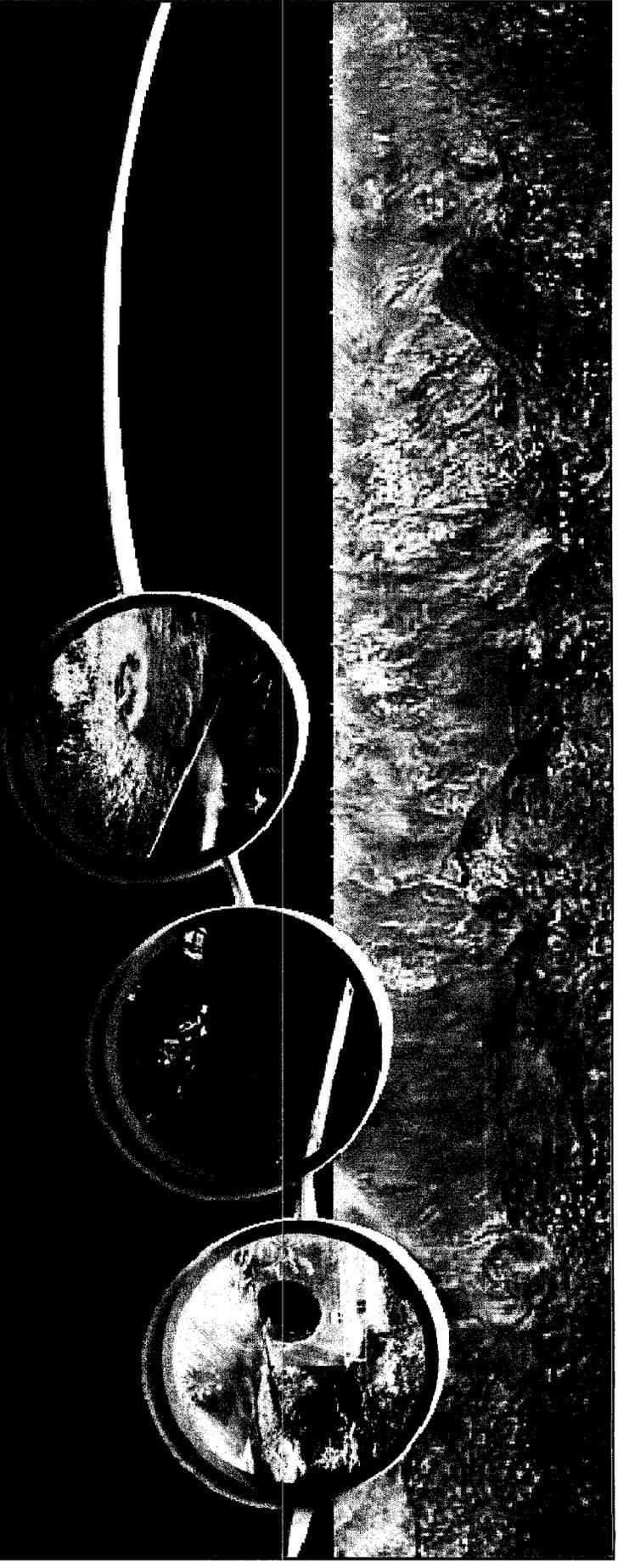
Long Term Control Plan

- Capital Cost : \$385M
- O&M: \$ 1.3M
- Most Flexible of all Alternatives

- Advantage: Delays start of \$258M Phase to later years
- Permits water quality retesting in phases to demonstrate compliance
- May “demonstrate” no need to complete all or segments of tunnel components

Questions & Comments

MALCOLM
PIRNIE



For more information, contact:

Mr. Mark Del Bove, P.E.

Vice President

Malcolm Pirnie, Inc.

17-17 Route 208N

Fair Lawn, NJ 07410

mdelbove@pirnie.com

201-797-7400

Mr. William Robinson

Acting General Manager

Water Pollution Control Authority

695 Seaview Avenue

Bridgeport, CT 06607

Bill.Robinson@bridgeportct.gov

203-332-5550

**CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, NOVEMBER 1, 2010
6:30 pm**

RECEIVED
CITY CLERK'S OFFICE
2010 NOV 5 P 1:21
ATTEST
CITY CLERK

ATTENDANCE: Council members: M. McCarthy, A. Ayala, Taylor-Moye, Brannely, Walsh, T. McCarthy, Lyons, Bonney, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker

ABSENT: Council members: Brannely, Austin, Vizzo-Paniccia, Blunt, Silva, Holloway

Council President McCarthy called the public speaking session to order at 6:45 pm.

He stated that a quorum wasn't required for the public speaking session. He also announced that some of the council members weren't in attendance tonight because they had to attend a wake.

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

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 1, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Preferential treatment from Council Members

Mr. Young stated that he left a photo on everyone's desk that showed staples in his back after his operation. He went on to say that when people come before the council to speak, they should be heard and have their needs responded to. He recalled that he was an ex-sheriff and a community activist and he expressed that it was a shame how he has been treated in regard to his complaint pertaining to the raw sewage problem in P.T. Barnum. He stressed that the matter still hasn't been looked into, even though he was told it would be investigated. He noted that in prior years he hasn't voted, but he said he planned to vote this year because of the importance of speaking out. He further questioned why none of his allegations have been addressed. He mentioned the microphone system in council chambers to express his suspicion that is the reason he isn't clearly heard. He spoke again about not receiving an apology for the incident that occurred during a previous council meeting. He mentioned the pain he has endured due to that incident that he claimed resulted in him having back problems. He stressed that he would like his allegations looked into.

The public hearing session ended at 6:55 pm.

City of Bridgeport
City Council Meeting
November 1, 2010
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CITY COUNCIL MEETING

Monday, November 1, 2010

7:00 pm.

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

ATTENDANCE: Council members: M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Lyons, Bonney, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker

ABSENT: Council members: Brannelly, Austin, Vizzo-Paniccia, Blunt Silva, Holloway

Mayor Finch called the meeting to order at 7:10 pm.

Prayer the prayer was offered by Council member Taylor-Moye.

Pledge of Allegiance the pledge was led by Council member M. McCarthy.

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

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 4, 2010

** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER M. MCCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY

Council President McCarthy asked for a moment of silence for: Council member Holloway's aunt who passed away. and a friend to the city council who was ill.

He announced that the following council members weren't in attendance tonight: Council member Blunt who was ill. Council member Brannelly had a scheduling conflict. Council member Austin had a family emergency.

Presentation by WPCA and Malcom Pirnie, Inc. regarding the WPCA's Selected Combined Sewer Overflow Long Term Control Plan.

Bill Robinson, Acting General Manager from Malcolm Pirnie stated that a long term control plan would be implemented.

City of Bridgeport
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Mark Del Bove, Vice President from Malcolm Pirnie updated the city council about the positive water quality results they were undertaking in Bridgeport. He shared the results of the State of Connecticut that found water quality concerns. He said there would be a considerable savings due to the long term control plan. He further stated that they were utilizing the one-year storm event to launch the plan.

Mr. Del Bove went on to review the contents of the booklet that was handed out as follows and as the information was outlined in the booklet:

Cost of LTCP's

Alternatives Considered such as: *Green Alternatives, Collection System Controls, Real Time Controls, Conveyance/Treatment Systems, Storage Tanks/Tunnels and Sewer Separation.*

The Project Costs

Sewer Separation

Raising Weirs/Closing Outfalls

Remote Monitoring/Real Time Control - *it was noted that they hope to have the state agree to four (4) locations. The expected cost savings will be seen by the measures that are taken.*

Storage Tanks - *they analyzed the construction of three (3) storage tanks: the Ash Creek Tank; Pequonnock Tank and the West Side Plant Tank. They will be constructed to reduce overflows down to zero.*

Conveyance Tunnel with Treatment - *will be built and interconnected. The overflow will be discharged into the Bridgeport Harbor water body.*

Storage Tunnel - *it will collect the CFO volume, store it and release it back into the harbor. It was noted that there was an initial disadvantage of the cost of \$258m.*

Innovative Alternative to Tunnels or Tanks

Long Term Control Plan Components - *the location of the two tanks were pointed out on the map.*

Mr. Del Bove emphasized that the approach of building the facilities would be done in incremental pieces.

Long Term Control Plan - *it was noted that if they find that the planned construction implementation was sufficient, then there wouldn't be any need to build all segments of the tunnel.*

Council member Walsh asked about the long term solutions, per the concerns of the west end NRZ. He noted that he would provide them with more information regarding their concerns.

Council member Curwen asked about the north end flood control project. He stressed that the constituents were furious since they put in new drainage. Mr. Del Bove said the purpose of this plan is to combine sewage control, but it has nothing to do with the drainage problems that exist.

Council member Curwen said the problem doesn't concern runoff water. He stressed that the properties become eroded and unsafe due to constant flooding. He further noted that he will contact the department with more information. Mr. Del Bove acknowledged that he will look into the problem.

Council member Baker asked if there would be any tax incentive from the state for the green initiative. Mr. Del Bove responded that that information wasn't known at this time, but there may be in the future.

Council member Baker asked how they planned to address the odor problem at the west side plant. Mr. Del Bove said they planned to add an odor control device to address the problem.

Council member Brantley asked how the cost will be passed on to the homeowners. Mr. Del Bove said they will present the cost to the average household. They will address how affordable it will be, based on grants received, partial state loans etc. He said they are aware of the importance of affordability.

Council member Brantley asked how they will assess the tenants cost. Or will the cost be passed on to the landlord(s). Mr. Del Bove responded that the ultimate use will be calculated into the user fee as it's currently done.

Council member Brantley asked why they don't plan to charge the customer directly and not look at the water bill to charge them. Mr. Del Bove said it was because there was no way to measure the sewage usage.

Council member T. McCarthy asked about the approval process. Mr. Del Bove said the State of Connecticut gives the guidelines for a one year storm and zero over flow and eventually, they will come up with the most cost effective way of doing the work. The city council will authorize the expenditure of any additional funds. The actual bond comes through the clean water fund. He explained that if the WPCA defaults on paying the bond, then the city becomes responsible.

Council member T. McCarthy said he had two major concerns: 1) the cost and 2) input on the location of things and which projects will be chosen. He noted the importance of feasibility, per the council's concerns. Mr. Del Bove noted that the presentation tonight was just an overview.

Council member dePara stated he had a concern of the overall price and the additional cost that will be levied to the consumer. He also had a concern about the issue of how the bills will be arrived at. He noted there will be some further discussion when the third phase comes around. Mr. Del Bove said they would work to assure that the impact is minimal.

Council member Martinez asked about the water quality issue on the east side of Bridgeport. Mr. Del Bove clarified that he was talking about Johnson's Creek where they did testing. He said that based upon that, they found that Long Island Sound didn't seriously impact Johnson's Creek.

Council member Brantley asked if it would be possible to look into the cost of installing separate meters in the homes to address the potential increase in the consumer's bill. Mr. Del Bove explained that all the use from the water company is not the dollar amount of the bill; it's based on the gallons of water used. They don't charge an extra percentage of what the water company charges.

Council member Brantley asked again if they could perform a feasibility study to gauge the additional cost.

Mayor Finch encouraged everyone to stay involved with certain committees that cover the issue.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE
COMMUNICATIONS TO BE REFERRED TO COMMITTEES
** COUNCIL MEMBER PAOLETTO SECONDED**

- 153-09** Communication from OPM re Budget Transfer FY 2010-2011 for MICR Cartridges for Munis Printers \$1350, From: Others Services To: Computer Supplies, referred to Budget and Appropriations Committee.
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**

MOTION PASSED UNANIMOUSLY

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard. The city clerk read the items into the record:

- *145-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Education 21st Century Community Learning Centers Grant – Lighthouse in the Community.
- *146-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Mental Health and Addiction Services for 2010 – 2011 Substance Abuse Prevention Program.
- *147-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Public Health for 2010 – 2011 Local Public Health Preparedness Advisors Grant.
- *148-09** Economic and Community Development and Environment Committee Report re Authorizing the Acceptance of a Donation for a portion of 305 Knowlton Street from MP Development Associates LLC.

**
** **COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE**
** **COUNCIL MEMBER LYONS SECONDED**
** **MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

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

Mayor Finch encouraged everyone to vote on Tuesday!

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

COMM. # 153-09 Referred to Budget Committee (11/01/2010)

THOMAS R. SHERWOOD
Director

October 25, 2010

Mr. Robert Curwen, Mr. Angel M. dePara, Co-Chairmen
Budget and Appropriations Committee,
Members of the Bridgeport City Council:

Enclosed for your approval, please find **Budget Transfer Document # 1** for Fiscal year 2010-2011, which has been reviewed by the Office of Policy and Management and is summarized below.

The Treasury Department requests a budget transfer in the amount of \$1350 from their Other Service account # 01045000-56180 to their Computer Supplies account # 01045000-54555 for the purchase of special MICR Printer Cartridges for Munis printer.

This transfer is requested because the Department just acquired these printers to print both payroll and vendor checks.

OPM recognizes the need for this transfer.

Sincerely,

Thomas Sherwood
OPM Director

TS/ma

cc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andy Nunn, CAO
Michael Feeney, Chief Finance Officer
Ronald Preston, Treasurer
Nestor Nkwo, Deputy Director of Finance
Dawn Norton, Deputy Director of Finance/Comptroller
Mark Anaeto, OPM Policy Analyst

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 26 A 11:23
ATTEST
CITY CLERK

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT
JD # 1

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

The Treasury Department request a transfer in the amount of \$1,350.00 from their Other Services account #01045000-56180 to Computer Supplies account #01045000-54555 in other to buy MICR cartridges for Munis Printers.

Appropriation Account Number	Allocated To	Approved Budget	Amount of Transfer	After Transfer
01045000-56180	From	\$1,350	(\$1,350)	\$0
01045000-54555	To	\$1,087	\$1,350	\$2,437
Total		\$2,437	\$0	\$2,437

REVENUES:

A. BE IT FURTHER RESOLVED:

That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:

CITY OF BRIDGEPORT
Office of Policy & Management
BUDGET TRANSFER REQUEST

DEPARTMENT: TREASURERS

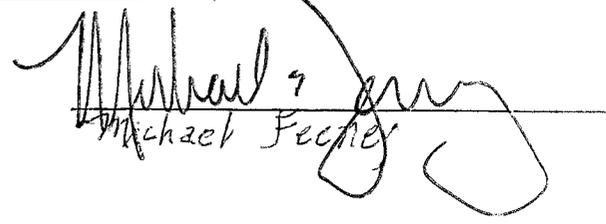
TRANSFER REQUEST: (Please state in detail the reasons you are requesting a budget transfer, and also provide the following: the exact account numbers and names of the accounts which will be affected; the dollar amounts involved; and a statement confirming that the re-allocation of funds among the affected accounts will be sufficient for all anticipated expenditures for the remainder of the current fiscal year.)

PLEASE TRANSFER THE FOLLOWING:	
FROM: 01045000 56180 OTHER SERVICES	
TO: 01045000 54555 COMPUTER SUPPLIES	\$1,350
I AM REQUESTING THIS MONEY TO BE TRANSFERRED INTO THIS PARTICULAR ACCOUNT FOR CARTRIDGES FOR THE MUNIS PRINTERS. I DO NOT BELIEVE THE EXPENSE FOR THE SPECIAL MICR CARTRIDGES, PAPER, AND CHECK STOCK HAD BEEN ADDED TO OUR BUDGET . THIS IS THE FIRST YEAR OUR OFFICE IS USING THESE PRINTERS FOR BOTH VENDOR AND PAYROLL.	
WE MAY NEED MORE FUNDS IN THIS ACCOUNT DEPENDING ON HOW LONG THE CARTRIDGES LAST. ONE MICR CARTRIDGE IS \$730.00 AND THE CARTRIDGE FOR THE DIRECT DEPOSIT (PAPER PRINTER) IS \$280.00	

POLICY & MANAGEMENT
2010 OCT 22 11 2 55

Additional Comments: We may need additional funding for this year for check stock expenses or even paper.

As department head, I assure the Office of Policy and Management, and the Bridgeport City Council, that the need for this transfer has been thoroughly analyzed; and that the residual balances in the accounts affected above are adequate for all anticipated expenses for the remainder of the current fiscal year.

Dept. Head Signature: 

Michael Fechet

Date: 10/20/10

Kramer, Laurie

From: Sherwood, Thomas
Sent: Thursday, September 23, 2010 4:41 PM
To: Kramer, Laurie
Cc: Preston, Ronald
Subject: Re: Pending budget adjustment rejected

It needs to go to the council

Thomas R. Sherwood

On Sep 23, 2010, at 4:20 PM, "Kramer, Laurie" <Laurie.Kramer@Bridgeportct.gov> wrote:

> I was denied the following internal transfer request to move money from -56180 to -54555.
> I need that money to be transferred into that particular account for the cartridges for the
MUNIS printers.
> I do not think anyone accounted in our budget the expense for the special MICR cartridges
for the machines and also for paper and check expenses.
> Since this is the first year using these printers for both vendor and payroll and I am not
sure where the original checks and cartridges were charged to before this. I may need more
money down the road to fund these expenses. ITS used to be in charge of all this and they
must have been budgeted properly for printing of checks and toners for machines etc.

>
> Tom, please make sure that this transfer is done. I still am not sure if this will be
enough for the year.

>
> ****PS Just to let you know that one MICR cartridge is \$730.00, the other for Direct
Deposit is \$280.00.

>
> -----Original Message-----

> From: workflow@bridgeportct.gov [<mailto:workflow@bridgeportct.gov>]
> Sent: Tuesday, September 21, 2010 4:29 PM
> To: Kramer, Laurie
> Subject: Pending budget adjustment rejected

>
> The following budget adjustment has been rejected. The rejecting approvers comment was:
> crossing appropriation line.

>
> User laurie.kramer has entered the budget adjustment journal # 902 for year/period 2011/3
and a description of 01045000.

>
>
> This is a MUNIS system generated message. Please do not reply to this unmonitored mailbox.
>



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH
Mayor

MEMORANDUM

COMM. # 154-09 Referred to Public Safety & Transportation Committee (10/1/10)

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: September 15, 2010

RE: Boards & Commissions

Please place the following name on the November 1, 2010 City Council agenda for referral to the Public Safety Committee for the purpose of appointment to the Fire Commission:

Edgar Rodriguez (D)
426 East Washington Avenue
Bridgeport, CT 06608

This term will fill a vacancy and shall expire on January 1, 2011.

BF/lai

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 21 P 12:03



CITY OF BRIDGEPORT
SIKORSKY
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM#155-09 Referred to Contracts Committee on 11/01/2010

MEMO

TO: Fleeta Hudson, City Clerk
FROM: John K. Ricci, Airport Manager
DATE: October 26, 2010

Please place the attached Resolution between the City of Bridgeport and the State of Connecticut, State Project No. DOT00150350PE before the City Council and all appropriate Committee's for approval to authorize the Mayor to sign on behalf of the City.

Please be advised that to satisfy the State of Connecticut requirements, the resolution must be adopted exactly as submitted.

If you have any questions, please contact me.

JKR:n

attachment

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 27 A 10:25

Agreement No. _____

CORE ID # _____

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

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

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

WITNESSETH: THAT,

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

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

- Preliminary Design and Permitting for Runway 6-24 Reconstruction

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

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

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

2.
 - a. The maximum amount payable by the State under this Agreement shall be as follows for the Project, unless provided for by means of a Supplemental Agreement:
 - i. State Project No. DOT00150350PE, FAA AIP No. 3-09-0002-27-2010, Twenty Two Thousand and Five Hundred Dollars.
 - b. Notwithstanding the foregoing, additional work authorized, in writing by the State that results in an accumulative fee of less than fifteen percent (15%) of the State share, as specified in Article (2) above, shall be reimbursed under the terms of this Agreement.

c. SUMMARY OF PROJECT COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Maintenance and Audit of Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

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

27.

a. Insurance. With respect to the operations performed under the terms of this Agreement, and also those performed for the Second Party by subcontractors, the Second Party will be required to carry, and shall ensure its subcontractors(s) carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs 1) and 2) below, the following minimum insurance coverages at no direct cost to the State. In the event the Second Party and/or subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1) and 2) below, the State of Connecticut shall be named as an additional insured.

- 1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or

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

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

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

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

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

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

Agreement No. _____

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

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

BY: _____ (seal)
Albert A. Martin
Deputy Commissioner

DATE: _____

SECOND PARTY
City of Bridgeport

BY: _____
Bill Finch
Mayor

DATE: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

DATE: _____



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

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

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

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

1. Principals - Maximum of \$35/hour

A. Corporations Principal is defined as follows:

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

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

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

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

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



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

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

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

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



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. #156-09 Referred to Public Safety & Transportation Committee (11/01/2010)

October 27, 2010

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - 2010 State of Connecticut OPM Police Youth Grant Program

Attached, please find a resolution and grant summary for referral to the Transportation/Public Safety Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut OPM Police Youth Grant Program

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 27 P 4:00
ATTEST
CITY CLERK

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

WHEREAS, this financial assistance has been made possible through the State of Connecticut OPM Police Youth Grant Program and,

WHEREAS, financial assistance under this grant will be used to develop the Police Training Youth.com Initiative, a hands on approach to technology training to bring youth and police officers together through the use of technology to become successful leaders in the community, and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut OPM in an amount not to exceed \$10,000 for the purpose of implementing the Police Training Youth.com Initiative within the City of Bridgeport ; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut OPM to provide financial assistance and help to develop the Police Training Youth.com Initiative.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut OPM through the OPM Police Youth Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: _____ State of Connecticut OPM 2010 Police Youth Grant Program

RENEWAL _____ NEW x

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community
Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the State of Connecticut OPM to develop the Police Training Youth.com Initiative, a hands on approach to technology training to bring youth and police officers together through the use of technology to become successful leaders in the community.

Project Period: 1 year grant project period.

PROJECT GOALS AND PROCEDURES: The purpose of the program is to implement the Police Training Youth.com Initiative within the City of Bridgeport.

IF APPLICABLE

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

Federal: \$10,000

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
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Fax (203) 332-5657

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM#157-09 Referred to ECD&E Committee on 11/01/2010

October 27, 2010

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - EPA 2010 Greenscaper Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

Grant: City of Bridgeport application to the U.S. EPA – 2010 Greenscaper Grant Program

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 27 1 P 44 00 1
~~MISSING CITY CLERK~~

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the EPA Greenscaper Grant Program and,

WHEREAS, financial assistance under this grant will be used to hire an intern under the direction of the Sustainability Director, to assist with the BGreen 2020 Initiative. The intern would create opportunities for additional rain garden and LID project implementation and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$10,000 for the purpose of implementing projects from the City's BGreen 2020 Sustainability Initiative within the City of Bridgeport ; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to hire a Greenscaper intern to assist with the implementation of sustainability projects.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Greenscaper Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: _____ EPA 2010 Greenscaper Grant Program

RENEWAL _____ NEW _____

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community
Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the U.S. Environmental Protection Agency to hire an intern under the direction of the Sustainability Director, to assist with the BGreen 2020 Initiative. The intern would create opportunities for additional rain garden and LID project implementation.

Project Period: 1 year grant project period.

PROJECT GOALS AND PROCEDURES: The purpose of the intern is to assist with the implementation of projects from the City's BGreen 2020 Initiative within the City of Bridgeport.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal: \$10,000	Salaries/Benefits:
State:	Supplies:
City:	
Other: \$10,000 (Public Facilities will provide the match)	



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
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BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM#158-09 Referred to ECD&E Committee on 11/01/2010

October 27, 2010

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - EPA 2010 Brownfields Assessment Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

Grant: City of Bridgeport application to the U.S. EPA – 2010 Brownfields Assessment Grant Program

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 27 P 4: 02

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the EPA Brownfields Assessment Grant Program and,

WHEREAS, financial assistance under this grant will be used to conduct brownfields community-wide assessments of hazardous materials and petroleum sites that fit into the City's specific neighborhood revitalization plans, and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$400,000 for the purpose of continuing the City's successful momentum in conducting brownfields assessments on properties within the City of Bridgeport ; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to conduct brownfields community-wide environmental assessments that will be the first step leading to cleanup and redevelopment of sites that fit into the City's specific neighborhood revitalization plans.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Brownfields Assessment Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: _____ EPA 2010 Brownfields Community-Wide Assessment Grant Program

RENEWAL _____ NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the U.S. Environmental Protection Agency to conduct brownfields community-wide assessments of hazardous materials and petroleum sites that fit into the City's specific neighborhood revitalization plans.

Project Period: 3 year grant project period.

PROJECT GOALS AND PROCEDURES: The project will help to continue the City's successful momentum in conducting brownfields assessments on properties within the City of Bridgeport

IF APPLICABLE

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

Federal: \$400,000

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM#159-09 Referred to ECD&E Committee on 11/01/2010

October 27, 2010

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - EPA 2010 Brownfields Clean Up Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

Grant: City of Bridgeport application to the U.S. EPA – 2010 Brownfields Clean Up Grant Program for 837 Seaview Avenue.

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
2010 OCT 27 P 4: 02

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the EPA Brownfields Clean Up Grant Program and,

WHEREAS, financial assistance under this grant will be used to conduct brownfields clean up of hazardous materials and petroleum on the property located at 837 Seaview Avenue owned by the Bridgeport Port Authority, and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$200,000 for the purpose of continuing the City's successful momentum in conducting brownfields clean ups on properties within the City of Bridgeport ; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to conduct brownfields clean ups that will be the first step leading to redevelopment of sites that fit into the City's specific neighborhood revitalization plans.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Brownfields Clean Up Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: _____ EPA 2010 Brownfields Clean Up Grant Program

RENEWAL _____ NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the U.S. Environmental Protection Agency to conduct brownfields clean up of hazardous materials and petroleum on the property located at 837 Seaview Avenue owned by the Bridgeport Port Authority.

Project Period: 3 year grant project period.

PROJECT GOALS AND PROCEDURES: The project will help to continue the City's successful momentum in conducting brownfields clean ups on properties within the City of Bridgeport

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal: \$200,000	Salaries/Benefits:
State:	Supplies:
City:	
Other: \$40,000 (property owner will provide the match)	

***145-09 Consent Calendar**

Grant Submission: re: State Department of Education
21st Century Community Learning Centers Grant -
Lighthouse in the community.

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

Submitted: November 1, 2010

Adopted: _____

Attest: _____

Shirley A. [Signature]
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:

***145-09 Consent Calendar**

WHEREAS, the City of Bridgeport, through the Lighthouse Program is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the State Department of Education, 21st Century Community Learning Centers grant; and

WHEREAS, funds under this grant will be used to fund after school programs that include math, science, special needs services, music and art, recreation, family literacy, and cultural activities at 3 schools; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Lighthouse Program submit an application to the State Department of Education in an amount not to exceed \$200,000 through via 1 grant for the purpose of providing after school activities to students at John Winthrop, Geraldine Johnson, and Black Rock Schools; Now, therefore be it

RESOLVED BY THE City Council:

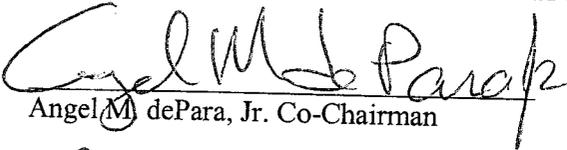
1. That it is cognizant of the City's grant application and contract to the State Department of Education for funds to operate after school programs.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State Department of Education, Bureau of Health and Nutrition Services and Child/Family/School Partnerships for the 21st Century Community Learning Centers program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



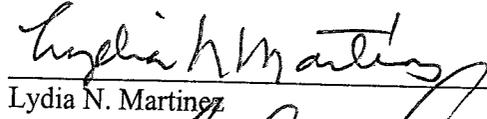
Report of Committee on ECD and Environment
*145-09 Consent Calendar

-2-

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

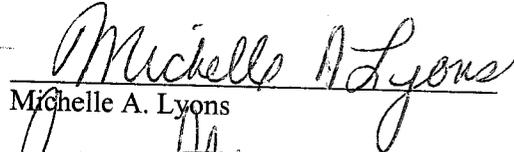

Angel M. dePara, Jr. Co-Chairman

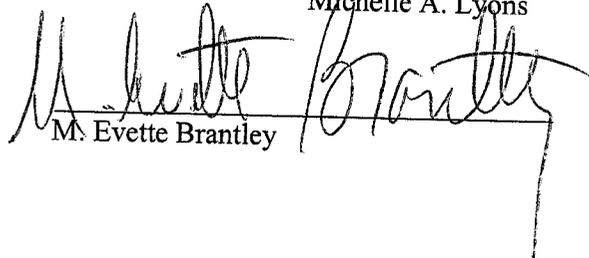

Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez

Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

***146-09 Consent Calendar**

Grant Submission: re: State of Connecticut
Department of Mental Health and Addiction Services
for 2010 - 2011 Substance Abuse Prevention Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: November 1, 2010

Adopted: _____



Attest: _____

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:

***146-09 Consent Calendar**

WHEREAS, the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program 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 Local Prevention Council Grant; and

WHEREAS, funds under this grant will be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Human Services Department, submit an application to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program in an amount not to exceed \$8,230 for the purpose of providing prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs; Now, therefore be it

RESOLVED BY THE City Council:

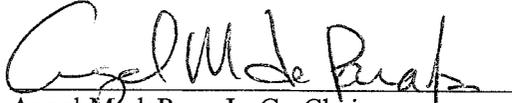
1. That it is cognizant of the City's grant application and contract to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program to be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program for a grant for the Local Prevention Council to provide prevention-oriented programs, and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



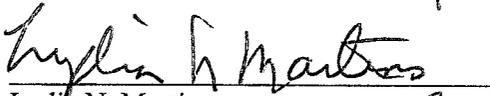
Report of Committee on ECD and Environment
*146-09 Consent Calendar

-2-

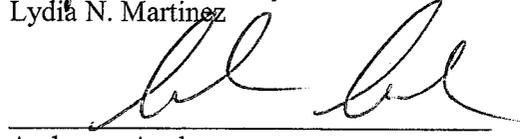
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

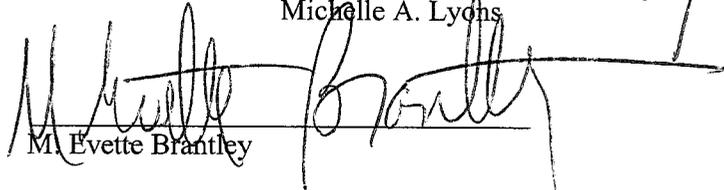

Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez


Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

***147-09 Consent Calendar**

Grant Submission: re: State of Connecticut
Department of Public Health for 2010 - 2011 Local
Public Health Preparedness Advisors Grant.

**Report
of
Committee
on
ECB & Environment**

Submitted: November 1, 2010

Adopted: _____



Attest: _____

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:

***147-09 Consent Calendar**

WHEREAS, the State of Connecticut Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and,

WHEREAS, this funding has been made possible through a grant for Local Public Health Preparedness Advisors; and

WHEREAS, funds under this grant will be used to assist local health departments in completing exercises and performance assessment tools to enhance public health response to emergencies;

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 State of Connecticut Department of Public Health in an amount not to exceed \$167,419 to assist health department in completing exercises and performance assessment tools to enhance public health response to emergencies; Now, therefore be it

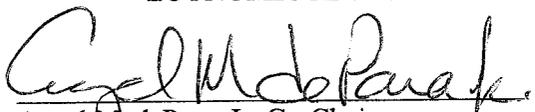
RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Public Health to assist health department in completing exercises and performance assessment tools to enhance public health response to emergencies; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State of Connecticut Department of Public Health for a Local Public Health Preparedness Advisors and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

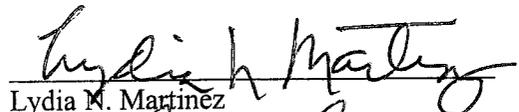


Report of Committee on ECD and Environment
*147-09 Consent Calendar

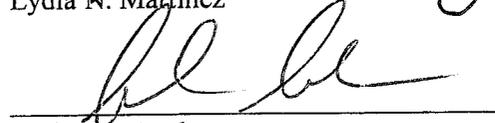
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman


Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez

Warren Blunt


Anderson Ayala


Michelle A. Lyons

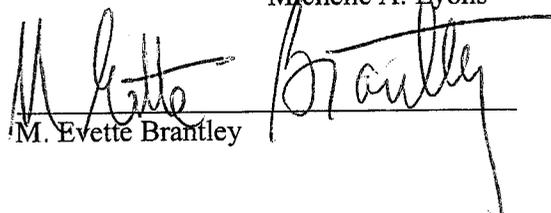

M. Evette Brantley

Exhibit 1 - 147-09

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

Local Health Administration Branch, MS #11LOC

P.O. Box 340308, 410 Capitol Avenue

Hartford, CT 06134-0308

Telephone: (860) 509.7660

Fax: (860) 509.7782

To: Mass Vaccination Area Leads
From: Sue Walden, Health Program Associate
Local Health Administration Branch
Date: September 21, 2010
Subject: Public Health Emergency Readiness/H1N1 Grant

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 26 A 9:14
ATTEST
CITY CLERK

The Connecticut Department of Public Health (DPH) has been notified by the Centers for Disease Control that Public Health Emergency Readiness (PHER)/H1N1 Grant funding will be extended through July 30, 2011.

We are pleased to inform you that all Mass Vaccination Area Leads can apply for up to \$100,000 of available funding under this grant. This funding MUST be used to support H1N1 activities and will be added as a second component/budget to your Public Health Emergency Preparedness contract. There will be two required activities to receive this funding. Your budget for these activities should reflect the costs required to update the following plans.

REQUIRED ACTIVITIES:

- Update your jurisdictional Pandemic Influenza Plan
- Update your Mass Vaccination Plan

You may also apply for funding for the optional activities listed below. The optional activities should be chosen based on your improvement plans as documented in your H1N1 After Action Report. Please check the box located next to each activity you will be applying for funding. Your budget and justification should be reflective of the needs to complete each activity. These activities must be completed by July 30, 2011.

OPTIONAL ACTIVITIES:

- Develop and submit to DPH an influenza vaccination plan for school-age children;
- Increase capacity for 3rd party billing for influenza vaccination and describe to DPH how efforts will be implemented next flu season;
- Develop and submit to DPH a Pan Flu Communications Plan, using the requirements described in the TAR as a starting point;
- Conduct local promotion of flu prevention and vaccination;
- Develop and submit to DPH a Security Plan for mass vaccination clinics, using the requirements described in the TAR as a starting point;
- Develop and submit a Continuity of Operations Plan (COOP);
- Purchase of equipment to support public vaccination clinics, such as FridgeFreeze portable refrigerators with cart and battery back-up, small trailers (17 ft or less) for delivering clinic supplies and materials, portable generators for back-up power of stationary refrigerators, and/or vaccine storage refrigerators;
- Implement enhancements to address deficiencies identified during the H1N1 Pandemic Response.

***148-09 Consent Calendar**

Resolution Accepting Donation of portion of 305 Knowlton Street from MP Development Associates LLC.

**Report
of
Committee
on
ECB & Environment**

Submitted: November 1, 2010

Adopted: _____

Attest: 
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:

***148-09 Consent Calendar**

A Resolution by the Bridgeport City Council
Authorizing the Acceptance of a Donation of Real Estate
A Portion of 305 Knowlton Street

Whereas, MP Development Associates LLC is the owner of the real property known as 305 Knowlton Street; and

Whereas, 305 Knowlton Street is located along the eastern bank of the Pequonnock River and consists of an historic mill building of approximately 22,000 square feet as well as a blighted warehouse and other out-buildings of approximately 48,000 square feet; and

Whereas, it is the intention of MP Development Associates to sever from 305 Knowlton Street that portion of the property which contains the blighted warehouse and out-buildings so as to create a new legal parcel; and

Whereas, MP Development Associates LLC wishes to donate the newly created property to the City of Bridgeport; and

Whereas, the City's Neighborhood Stabilization Program (NSP) provides funding for the elimination of blight and the creation of public open space in support of private and public neighborhood development; and

Whereas, the City wishes to accept such donation and to use NSP funding to demolish the blighted warehouse and out-buildings to create approximately 300 linear feet of public riverfront open space within approximately 1-acre of total open space as well as parking in support of the revitalization of the historic mill building; and

Whereas, both the City's Master Plan of Conservation and Development and the City's East Side Neighborhood Revitalization Zone Strategic Plan call for the recapture and reclamation of the banks of the Pequonnock River for the use and enjoyment of the citizenry; Now, therefore be it

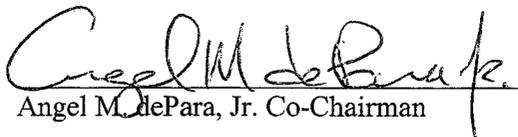


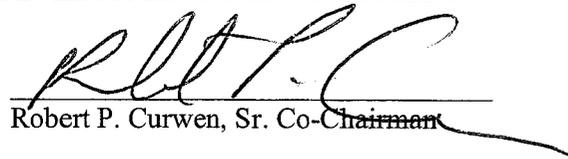
Report of Committee on ECD and Environment
*148-09 Consent Calendar

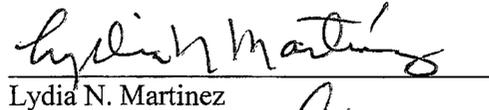
-2-

RESOLVED, that subject to the conclusion of a successful National Environmental Policy Act Review (NEPA Review) as required by the United States Department of Housing and Urban Development (HUD) and by the NSP 1 Program Regulations, the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to execute any and all necessary documents and to take any and all necessary actions required to accept this donation of real estate in a manner consistent with this resolution.

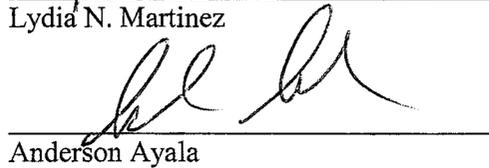
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

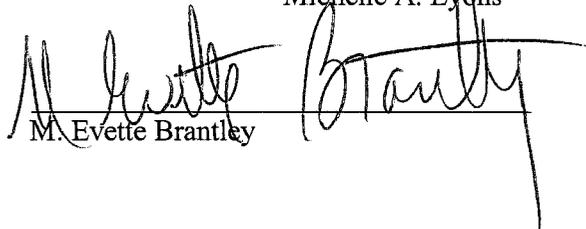

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