

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 2, 2009

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation by Jeffrey C. Williams, Publisher – “Bridgeport By The Sea”
calendars.

City Council Citation: Bridgeport Police Hispanic Society for Contributions
to the Bridgeport Community.

City Council Citation: Germania Schwaben Society for Contributions to the
Bridgeport Community.

City Council Citation: Red Rooster Deli for support of charitable events in
our community.

City Council Citation: Vazzy’s Brick Oven Pizza for Outreach to the
Bridgeport Community.

City Council Citation: Evergreen Network for Assistance and Comfort to
Families in Need.

City Council Citation: William Tyler Durham for providing assistance to
the City Council Members in the 135th District.

City Council Citation: Jahquise King for providing assistance to the City
Council Members in the 135th District.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 5, 2009.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *196-08** Budget and Appropriations Committee Report re Designation of Recovery Zone Bonds.
- *150-08** Joint Committee on Budget and Appropriations and Miscellaneous Matters Report re Tax Abatement for Property Location 427 Hollister Avenue # 429.
DENIED
- *129-07** Economic and Community Development and Environment Committee Report re Lease Agreement with State Department of Transportation for property located under I-95 on Steel Point.
- *182-08** Economic and Community Development and Environment Committee Report re Accepting the Donation of 459 Knowlton Street from ACME United Corporation.
- *191-08** Economic and Community Development and Environment Committee Report re Grant Submission: FY 2010 SWCAA Title III Grant Program.
- *192-08** Economic and Community Development and Environment Committee Report re Grant Submission: FY 2010 DPH Preventive Health Block Grant.
- *194-08** Economic and Community Development and Environment Committee Report re Grant Submission: Memorandum of Agreement (MOA) with Northeast States for Coordinated Air Use Management (NESCAUM), National Clean Diesel Funding Program.
- *195-08** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Environmental Protection (DEP) for Pleasure Beach Land Use Study.
- *185-08** Miscellaneous Matters Committee report re Request urging the mayor to revitalize the Commission for People with Disabilities.
- *186-08(B)** Miscellaneous Matters Committee report re Suit Settlement for Stevens, et.al.
- *187-08** Miscellaneous Matters Committee report re Suit Settlement for Carmen Alicea.

MATTERS TO BE ACTED UPON:

- 186-08(A)** Miscellaneous Matters Committee report re Suit Settlement for Bottone, et.al.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 2, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Glen Guild
49 Oliver Street
Bridgeport, CT 06606

Noise Ordinance.

Angel Reyes
1219 East Main Street
Bridgeport, CT 06608

Importance of placing
properties in the market.

CITY COUNCIL MEETING
PUBLIC SPEAKING SESSION

Monday, November 2, 2009

6:30 pm.

Council President McCarthy called the public speaking session to order at 6:46 pm.

ATTENDANCE: Council members: Brannelly, Taylor-Moye, Brantley, McCarthy,
*Austin, Lyons, Vizzo-Paniccia, *Valle, Baker, *Holloway

ABSENT: Council members: Crowe, Walsh, dePara, Silva, Martinez, Paoletto,
Curwen

* = late arrival

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 2, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

- *It was announced that a new public speaking forum was implemented. There are five members of the public that generally sign up to speak; however, should one of those persons not be present, then they can be replaced by a member of the public in attendance that wishes to speak that night.*

NAME

SUBJECT

Glen Guild
49 Oliver Street
Bridgeport, CT 06606

Noise Ordinance.

Mr. Guild stated that he was before the council before. He spoke again about 4600 Main Street, noting that he still hasn't heard anything on the matter. He updated that Brookside Center is still corresponding with Tom White about the property and the issue has continued to be a problem. He said that rather than enforcing the noise ordinance, he thought it would be better to obtain a waiver. He said that as of today, there was still noise at 5:30 a.m. And there hasn't been any attempt by the developer to start the work at a more reasonable time of 7:00 a.m. They claim there are too many cars in the lot to start at that time, but he didn't feel it should be a big deal to start later, because there isn't that much work to be done. He said they were trying to come to to a compromise with the

Bridgeport City Council

November 2, 2009

Page 1

property manager to move the time up to 7:00 a.m. He further noted that there's a small window for the developer to get the waiver approval within 15-days. But there is some confusion as to where the paperwork needs to be filed, whether it should be with the police department or the health department. He stressed that he would like the matter resolved before the 15-days period is up.

Council President McCarthy stated that he had a conversation earlier regarding this matter and they plan on organizing a meeting to get a time line regarding waivers. They will also figure out the best way to attack the issue. He added that he has requested Tom White to organize the meeting within the next week with the district council persons.

Angel Reyes
1219 East Main Street
Bridgeport, CT 06608

Importance of placing
properties in the market.

Mr. Reyes wasn't present to address the city council tonight.

The following persons signed up to speak.

Cecil Young
99 Carroll Avenue
Bridgeport, CT

Topic not identified

Mr. Young stated that they were in need of lighting at Dunbar School, he noted that it's really dark. He asked that the district council members address the matter.

He continued and recalled that he saw Council member Blunt sitting in the audience during the last public speaking session. He said he felt that if a council member was present, they should have enough consideration to participate in the public speaking session. He said he was also troubled about the noise complaint issue as mentioned by Mr. Guild. He said that a noise problem should be enforced as an ordinance. He went on to speak about the problem of seeing fewer and fewer council members showing up for the public speaking session. He emphasized that the taxpayers elect the council members and to have a full democratic council not show up was wrong.

He once again recapped his complaint about past allegations that he has made not being addressed. He stressed that he wasn't looking for any favors, but he was adamant that there be equal justice, especially having been a 24 year city employee.

Larry Robinson
566 Wood Avenue
Bridgeport, CT

Disability Commission

Mr. Robinson read a statement regarding the Disability Commission. He said the matter was brought before Mayor Finch about having the commission reinstated. He explained

that the commission serves people in the community and the entire Bridgeport area. He thanked the Mayor and the city council for their consideration in restating the commission.

Council President McCarthy stated that he looked forward to voting for reinstatement of the commission later this evening.

Pat Paniccia
515 Washington Avenue
Bridgeport, CT

Disability Commission

Ms. Paniccia stated that the Disability Commission was a non-profit agency that helps people with autism and other disabilities. They were looking to get the commission reinstated to assist over 1,000 people afflicted with disabilities. She concurred with Mr. Robinson that reinstating the commission is a way for government to reach out to the community. She urged the city council to vote to reinstate the commission.

William Acosta
405 High Ridge Drive
Bridgeport, CT

Disability Commission

Mr. Acosta stated that he was there on behalf of the Bridgeport Disability Advocacy. He repeated the request to reinstate the commission for persons with disabilities. He thanked everyone for recognizing the important of the issue and he hoped to reestablish the commission to help those in the community.

The public speaking session ended at 7:06 p.m.

CITY COUNCIL MEETING

Monday, November 2, 2009

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, Colon, Taylor-Moye, Brantley, McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Valle, Baker, Holloway

ABSENT: Council members: Walsh, Martinez, Paoletto, Curwen

Mayor Finch called the meeting to order at 7:15 p.m.

- Prayer - the prayer was offered by Reverend Claytor.
- Pledge of Allegiance - the pledge was led by Council member Brantley.
- Roll Call - the city clerk took the roll and announced there was a quorum.

Council President McCarthy asked for a moment of personal privilege to announce that this was the last city council meeting for some council members. He stated that they had at least three council members that weren't on the ballot this term. He expressed that Council members: Colon, Martinez and Crowe all served admirably. And that Council member Colon has done a phenomenal job helping to steer the Budget & Appropriations Committee. He further noted that Council member Color will be moving onto the Board of Education and he expected that she will do a great job!

Mayor Finch announced that in recognition of Veterans Day, there will be a memorial ceremony at the veterans wall to pay respects for those that served in the Korean War, Vietnam War and World War I. He noted that the ceremony will be held on November 11, 2009 at 11:00 a.m., he urged everyone to attend to honor all who have served!

Mayor Finch asked for a moment of silence to recognize all the steel that was recovered from the September 11 tragedy.

Jeffrey Williams stated that he was glad to be before the city council to present the calendar. He said he hoped it would be hung to inspire all the council members.

Mayor Finch thanked Mr. Williams for distributing the calendars and he noted that the calendars were also for sell at the Barnum Museum.

Mayor Finch, Council members McCarthy, Silva, Bonney and Valle all approached the front of council chambers to present the following citations:

Council President McCarthy stated that he had the pleasure on behalf of the city council and as the council president to present a number of citations for some great organizations in the city. He said all the groups play an integral role, in terms of their contributions and donations to the city.

City Council Citation: Bridgeport Police Hispanic Society for Contributions to the Bridgeport Community.

Council member Valle expressed that the child of one of the parents at the school she works at, graduated from Harding High School. She joined the U.S. Marines and was sent to Afghanistan. The mother began sending packages to her daughter and subsequently found out that other soldiers needed basic items. So she asked for Council member Valle's help.

Council member Valle further recalled a story of seeing a police officer on a motorcycle and she contacted him to let him know about helping out the soldiers. She found out that one of the officers' son was also in the army and he had been sending him care packages. Eventually, some of the other officers got involved and they took over the task of sending care paces. She mentioned that the Germania Club and Vazzy's allowed them to meet there to coordinate the packages. She expressed that everyone involved was instrumental in helping out. On September 13, 2009 there was a motorcycle event that resulted in raising over \$10,000; this was the first time that something like this had been done in Bridgeport. She said they had over 200 motorcycles that participated and it was an inspiring moment. Overall, it was a memorable experience in honor of the men and women that defend our country.

The police officers involved in the event approached the front of council chambers to accept the citation - *to applause!*

City Council Citation: Germania Schwaben Society for Contributions to the Bridgeport Community.

Council member Valle further recognized the Germania Schwaben Society men and women who helped make a difference in the community through varied charitable donations. She also mentioned the volunteers that helped out. *Officer Ortiz accepted the citation.*

City Council Citation: Red Rooster Deli for support of charitable events in our community.

Bridgeport City Council

November 2, 2009

Page 5

City Council Citation: Vazzy's Brick Oven Pizza for Outreach to the Bridgeport Community.

Council member Valle recognized Vazzy's for reaching out to the community. And to the Bridgeport Police Hispanic Society for hosting food drives and for sponsoring special events - *to applause!* She expressed that the citations were key for those who help in the community.

City Council Citation: Evergreen Network for Assistance and Comfort to Families in Need.

Council President McCarthy asked Council members Colon and Taylor-Moye to approach the front of council chambers. He stated that the Evergreen Network was dedicated to helping people with HIV and AIDS. He expressed that the network was crucial at a time when people were ostracized and prejudice occurred back in the day.

Council member Taylor-Moye expressed that she came across the Evergreen Network six or seven years ago. She shared that she came across a little boy that had a catastrophic disease and he eventually passed away at the age of 18 years old. She emphasized that the organization has saved her life and had been comforting to her and her family, because the little boy passed away in her home. She said they available to help all families in crisis and she was glad to present the citation to them.

Council member Colon read the citation and she highlighted that the organization began in 1996 for children affected directly and indirectly by HIV and AIDS in Connecticut and for men and women. She also acknowledged the Sunshine Kids Program that assists with clothing, scholarships, food, rent etc. for persons afflicted with HIV and AIDS – *she further read the history of what the program involved and the accomplishments of those living with the disease. She further recognized a Bridgeport resident involved in the program as a person of honor.*

The recipient thanked the Mayor, the city council and Council member Taylor-Moye for the acknowledgment. She expressed that the organization was vital for persons afflicted and living with the disease.

City Council Citation: William Tyler Durham for providing assistance to the City Council Members in the 135th District.

City Council Citation: Jahquise King for providing assistance to the City Council Members in the 135th District.

Council President McCarthy expressed that they were there tonight to recognize two junior council members. They have helped in the community by talking to neighbors and they were truly and inspiration to him.

Council member Blunt stated that they had a good victory in the primary and the results for tomorrow's election. He expressed that the recipients were not only great youth. He felt that their ultimate responsibility was to set the foundation for the future, as was evidence of the two young men that received the citation. He emphasized that they were instrumental

in helping out in the 135th District and he expressed his hope that one year, they will have a full council of junior council members.

William Tyler Durham expressed his thanks to the city council. He noted that there was a program called the Neighborhood Security Squad that is a youth neighborhood watch team for ages 12 through 16; they assist the police at varied events, such as a youth concert that was held in Bridgeport where they talked about how they help out in the community. He also noted other youth programs that he was involved in.

Jahquise King expressed that he was glad to serve as a junior council member. He said he assists in the community by campaigning and he represents the youth point of view. He further expressed that the committee keeps youth busy and from sitting home not doing anything.

The audience offered applause to both recipients!

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 5, 2009.

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

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council member McCarthy requested to remove item 185-08 Miscellaneous Matters Committee report re Request urging the mayor to revitalize the Commission for People with Disabilities.

The city clerk read the remaining items into the record.

**** COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE
** COUNCIL MEMBER AUSTIN SECONDED**

Council member McCarthy deferred to Council member Vizzo-Paniccia to comment on item **185-08 Miscellaneous Matters Committee report re Request urging the mayor to revitalize the Commission for People with Disabilities.**

She stated that the item was approved unanimously in the Miscellaneous Matters Committee.

**** COUNCIL MEMBER VIZZO-PANICCA MOVED TO APPROVE
** COUNCIL MEMBER McCARTHY SECONDED**

Council member McCarthy stated that there was a strong group of people pushing to approve reinstatement of the commission. And Larry Robinson was instrumental in that cause. He stated that the group has done a good job in all the work done.
Mayor Finch asked Mr. Robinson to stand to be recognized – to applause!

**** MOTION PASSED UNANIMOUSLY**

- *196-08** Budget and Appropriations Committee Report re Designation of Recovery Zone Bonds.
- *150-08** Joint Committee on Budget and Appropriations and Miscellaneous Matters Report re Tax Abatement for Property Location 427 Hollister Avenue # 429.
DENIED
- *129-07** Economic and Community Development and Environment Committee Report re Lease Agreement with State Department of Transportation for property located under I-95 on Steel Point.
- *182-08** Economic and Community Development and Environment Committee Report re Accepting the Donation of 459 Knowlton Street from ACME United Corporation.
- *191-08** Economic and Community Development and Environment Committee Report re Grant Submission: FY 2010 SWCAA Title III Grant Program.
- *192-08** Economic and Community Development and Environment Committee Report re Grant Submission: FY 2010 DPH Preventive Health Block Grant.
- *194-08** Economic and Community Development and Environment Committee Report re Grant Submission: Memorandum of Agreement (MOA) with Northeast States for Coordinated Air Use Management (NESCAUM), National Clean Diesel Funding Program.
- *195-08** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Environmental Protection (DEP) for Pleasure Beach Land Use Study.
- *185-08** Miscellaneous Matters Committee report re Request urging the mayor to revitalize the Commission for People with Disabilities. - ***removed from the consent calendar.***
- *186-08(B)** Miscellaneous Matters Committee report re Suit Settlement for Stevens, et.al.
- *187-08** Miscellaneous Matters Committee report re Suit Settlement for Carmen Alicea.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

- 186-08(A)** Miscellaneous Matters Committee report re Suit Settlement for Bottone, et.al.

Council member Vizzo-Paniccia stated that the item passed in committee with one opposition.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE
** COUNCIL MEMBER COLON SECONDED
** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE
ABSTENTION (COUNCIL MEMBER BLUNT)**

**** COUNCIL MEMBER MCCARTHY MOVED TO SUSPEND THE RULES TO
** TAKE UP AN ITEM FOR IMMEDIATE CONSIDERATION (ITEM # 197-08)
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER MCCARTHY MOVED TO APPROVE THE BOARD OF
** EDUCATION CITY EMPLOYEES HEALTH BENEFITS and INTERNAL
SERVICE FUND
** COUNCIL MEMBER AUSTIN SECONDED**

Mr. Sherwood and Mr. Feeney addressed the city council regarding the matter. It was explained that the internal service fund was established to isolate health insurance benefits. After six months they will offset the general fund for health care and the internal fund was created to accomplish that. They had a city budget of \$42,749,369.00 for the city contribution and the amount was transferred to the internal service fund that resulted in a deficit of \$1,264,735.

Council member Holloway stated that three or four years ago, they got caught in a trap with matters such as this, and issues didn't go through committee. He stressed that they had to stop the process of not running the matter through committee. He further emphasized that Mr. Sherwood should be aware of this. He said that the city council should not be doing due diligence for the department, especially when it's in regard to transferring funds. He reiterated that the matter should go through committee.

Council member McCarthy stated that copies of the item were distributed. He asked if there was a time or emergency issue for approving the item tonight.

Mr. Sherwood explained that it's a non-monetary request. And per the ordinance, it reads that the amount adopted, should be the amount transferred to the fund. He further stated that they were five months into the fiscal year and if they don't establish the fund, they can't establish the purchase orders for the BOE. He clarified that they were only asking to back the ordinance to transfer the money into the fund.

Council member Baker agreed with Council member Holloway's comments. He recalled that there hasn't been a budget meeting in four months, which he thought was insulting because the committee didn't have a chance to review the matter prior. He said that merely distributing the information on the night of the council meeting was unfair.

Mr. Feeney apologized for distributing the information late. However, he stressed that meeting the time line was crucial.

Council member Holloway stated that their lack of preparation didn't constitute overlooking the committee's right to review the matter.

Mr. Feeney said the BOE recently adopted the budget for the amount that wasn't in accordance with the ordinance for the \$34,000,297; so he didn't feel it was a lack of preparation on his and Mr. Sherwood's part.

Mayor Finch added that he concurred with bringing the matter forward tonight. He noted that the city council worked hard to come up with a budget and they took the numbers from Health Net and they were aware what the amount was. The BOE took money from the budget that was underfunded, but the ordinance passed that the city council would manage the fund. So it's the old council's ordinance and the budget that was balanced. He thought that they would be able to change it with the new council in place, but he felt it was important for the current council to control the destiny of the matter.

Council member McCarthy stated that the BOE underfunded the health benefits for next year. He felt certain that the late timing was done intentionally to bring up the matter at the last council meeting, thinking that they wouldn't have time to absorb the information and that it would slip by them. However, he thought that Mr. Feeney and Mr. Sherwood's request was to protect the taxpayer from underfunding. He reiterated that he agreed with Council member Holloway's comment that the item should have been submitted through committee first.

Council member Brannelly asked the impact of the Board of Education's responsibility of funding their own health benefit. Mr. Sherwood said the board has to abide by a set appropriation set by the city council, and if it got to the point to pull out of the fund they would have to find another source. The purpose is to make sure that they don't get into the one fiscal year period, wherein they can smooth growth over a three to five year period.

Council member Brannelly asked if they were able to create their own fund. Mr. Sherwood said no, because they don't have the same time frame. They only have a one-year appropriation cap. He further explained all that was involved.

Mayor Finch asked where the BOE put the \$1.2 million that was passed in the internal service fund. Mr. Sherwood said they recognized the \$34 million. Mayor Finch commented that it was a difficult situation in Connecticut how schools were funded.

Council member Holloway stated that normally, they relied on the co-chairs of the Budget & Appropriations Committee to speak on a request such as this. He repeated that there hasn't been a meeting in four months. He said that he would agree with the request tonight, but he stressed that he was sure there would be some flack from bringing it forward tonight in this manner.

Council member McCarthy made a minor grammatical correction to the resolution as follows: **9th paragraph, where it reads, Whereas, the ordinance adopted by the City Council is not be followed, instead creating a structural deficit in the years to come; and should read, Whereas, the ordinance adopted by the City Council is not being followed, instead creating a structural deficit in the years to come; and**

Council member Blunt asked if they were making a request that the money goes back into the budget. Mr. Sherwood clarified that they were asking for approval to fully fund or withdraw from the fund.

Council member Colon thanked all the council members that she had the pleasure to serve with and those involved in campaigning for a second term. She expressed that if they had any concerns regarding the BOE, her door would be open to share any concerns. She individually thanked each council member with the sentiment, "May Good Bless!

ADJOURNMENT

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

The meeting adjourned at 8:20 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

197-08

RESOLUTION

By Council President Thomas C. McCarthy, D-133rd

Re: Internal Service Fund - BOE Health Benefits
(SEE ATTACHED)

Introduced at a meeting
of the City Council, held:

November 2, 2009

Referred FOR IMMEDIATE CONSIDERATION (OFF THE FLOOR)

Attest:



City Clerk

Approved: _____

Mayor

Referrals Made:

RES. # 197-08 FOR IMMEDIATE CONSIDERATION (OFF THE FLOOR 11/02/2009)

Whereas, in August 2007, the City council adopted chapter 3.50, the establishment of a special fund for expending employee health, workers compensation, prescription drug and other health related benefits; and

Whereas, the establishment of an 'internal service fund' is required in order to account for self-insured health benefit activities of the City, Board of Education and other departments.

Whereas, the "internal service fund" is a proprietary type fund and was formed to stabilize the complexities of employee related health benefits paid by the City of Bridgeport and the Board of Education; and

Whereas, the use of a separate fund for self insured benefit activities can help smooth the impact of severe claims fluctuations which can now occur in the General Fund; and

Whereas, after a series of open public meetings during the budget deliberation process in February 2009, March 2009, April 2009, May 2009 and wherein the City Council Adopted the budget shortly thereafter for Fiscal Year 2010; and

Whereas, funding for the internal service was established at the time of the adoption of the FY 2010 Budget, with the City's contribution at \$42,749,369; BOE Active and Retirees at \$35,265,032; Nutrition at \$1,935,790; and

Whereas, in October, five (5) months after adopting the City's budget, the Board of Education has adopted a budget for the internal service of \$34,000,297, leaving the budgeted contribution in a deficit of \$1,264,735; and

Whereas, this deficit does not adhere to the adopted budget and the special fund ordinance 3.50; and

Whereas, the ordinance adopted by the City Council is not ^{being} followed, instead creating a structural deficit in the years to come; and

Whereas, the Board of Education has the option to withdraw from the internal service fund;

Now Therefore be Resolved, that the Board of Education will have 30 days from the passage of this resolution to present to the City Administration their right to withdraw from the internal service fund, allowing all expenses and revenues to remain in their budget and be managed by the Board of Education or remain in the internal service by fully funding the budgeted amount adopted for Fiscal Year 2010 in the amount of \$35,265,032.

RESOLVED
CITY CLERK'S OFFICE
NOV -3 AM 9:11
CITY CLERK

MEETING DATE: 11-2-09

NO. 197-08

COMMITTEE:

REFERRED TO COMM.:

SUBJECT:

Health Benefits

MOTION BY:

McCarthy

2ND BY:

Austin

APPROVED

DENIED

TABLED

REF. TO COMM.

REMARKS:

added to agenda for Imm. Consideration
Sherwood / Feeney report
Remarks
Holloway
McCarthy
Brannelly

	YES	NO
Susan Brannelly		
Brian Crowe		
Leticia Colon		
Denese Taylor-Moye		
M. Evette Brantley		
Robert S. Walsh		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
Amy Marie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Maria I. Valle		
Daniel Martinez		
Richard M. Paoletto, Jr.		
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		<input checked="" type="checkbox"/>
James Holloway		

CLERK'S OFFICE

***196-08
Consent Calendar**

Designation of Recovery Zone Bonds.

**Report
of
Committee
on
Budget & Appropriations**

Submitted: November 2, 2009

Adopted: _____

Attest: _____

[Signature]
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***196-08 Consent Calendar**

DESIGNATION OF RECOVERY ZONE IN BRIDGEPORT, CONNECTICUT

WHEREAS, the federal government has passed the American Recovery and Reinvestment Act of 2009 ("ARRA") which, among other things, authorizes state and local governments to issue recovery zone economic development bonds and recovery zone facility bonds (together "Recovery Zone Bonds"); and

WHEREAS, Recovery Zone Bonds allow states and local governments to borrow at lower costs in order to promote job creation and economic recovery to targeted areas particularly affected by employment declines; and

WHEREAS, the City of Bridgeport (the "City") and Fairfield County (the "County") have received a volume cap allocation of \$4,003,000 and \$26,837,000, respectively, for the issuance of recovery zone economic development bonds and a volume cap allocation of \$6,004,000 and \$40,255,000, respectively, for the issuance of recovery zone facility bonds; and

WHEREAS, Recovery Zone Bonds must currently be issued prior to January 1, 2011 and are generally required to finance projects within a recovery zone (the "Recovery Zone") designated by the issuer of the Recovery Zone Bonds; and

WHEREAS, a Recovery Zone must be (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures, or general distress, (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; or (3) any area for which designation as an empowerment zone or renewal community is in effect as of the effective date of the ARRA, which effective date is February 17, 2009; and

WHEREAS, the City intends to issue Recovery Zone Bonds prior to January 1, 2011; and



Report of Committee on Budget and Appropriations
*196-08 Consent Calendar

-2-

WHEREAS, given the level of poverty, unemployment, home foreclosures and general distress throughout the City, the City desires to designate the entire City as a Recovery Zone.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

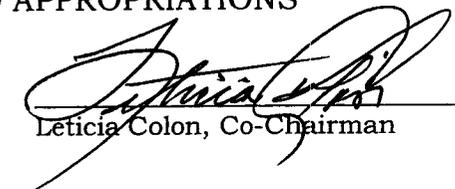
Section 1. The City hereby designates the entire City as a Recovery Zone as such term is defined in the ARRA.

Section 2. The Mayor, Director of Finance and Treasurer of the City are each hereby designated as authorized representatives of the City and are each hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution, the designation of the Recovery Zone, the application for additional Recovery Zone Bond volume cap allocation, and the designation of any bonds to be issued by the City as Recovery Zone Bonds, including the execution and delivery of any certificates or agreements or the taking of any actions that may be required in connection with the designation of the Recovery Zone, the making of any such applications or designation of any such bonds as Recovery Zone Bonds.

Section 3. This resolution shall take effect immediately.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

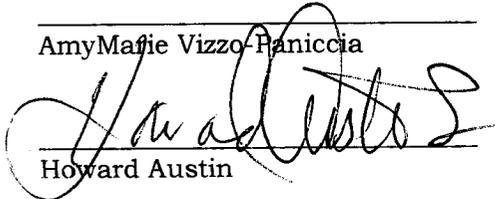
Robert Curwen, Co-Chairman



Leticia Colon, Co-Chairman

Amy Marie Vizzo-Paniccia

Daniel Martinez



Howard Austin

Andre F. Baker, Jr.

Susan T. Brannelly

Council Date: November 2, 2009

Exhibit # 1

PULLMAN & COMLEY, LLC
CITY CLERK'S OFFICE ATTORNEYS AT LAW

09 OCT 23 AM 9:42

RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS SUMMARY
OCTOBER 21, 2009

CITY CLERK

On February 17, 2009, President Obama signed into law the "American Recovery and Reinvestment Tax Act of 2009" (the "Recovery Act"). The Recovery Act creates a new category of bonds entitled Recovery Zone Bonds which must be issued prior to January 1, 2011. Recovery Zone Bonds are split into two categories: 1) Recovery Zone Economic Development Bonds ("RZEDBs"); and 2) Recovery Zone Facility Bonds. For purposes of this summary, we will focus solely on RZEDBs which may be issued by the City of Bridgeport (the "City") for public infrastructure projects. Recovery Zone Facility Bonds are similar to industrial development bonds where the proceeds of the bonds are loaned to and used by a private entity.

In order to issue RZEDBs, the City must first designate certain areas of the City as "Recovery Zones" which are required to be areas (i) of significant poverty, unemployment, home foreclosure or general distress, (ii) affected by military realignment, or (iii) that have been designated as empowerment zones or a renewal communities. Given the requirements for a Recovery Zone and the latitude provided to municipalities by the U.S. Treasury in making such determinations, we believe it is appropriate for and most beneficial to the City to designate the entire City as a Recovery Zone.

Recovery Zone Economic Development Bonds

RZEDBs must be used for governmental purposes (subject to all the requirements for issuing tax-exempt governmental bonds) and can not be issued as private activity bonds. Interest on RZEDBs are taxable to bondholders, but the City is entitled to receive a direct subsidy payment from the U.S. Treasury equal to 45% of the interest payable under the bonds. With the 45% subsidy, the City should be able to borrow at a lower net cost than if it issued traditional tax-exempt governmental bonds. In order to issue RZEDBs, 100% of the available project proceeds must be used for a "qualified economic development purpose." A qualified economic development purpose is one in which the bond proceeds are used to promote development or other economic activity in a Recovery Zone such as public infrastructure, construction of public facilities, capital expenditures, job training or educational programs. RZEDBs are subject to a 2% cost of issuance cap and projects financed with RZEDB proceeds are subject to Davis-Bacon prevailing wage requirements. Only eligible costs incurred after February 17, 2009, the date the Recovery Act was enacted, can be financed with RZEDBs

The U.S. Treasury has allocated a total of \$90,000,000 of RZEDBs to the State of Connecticut. Included in this \$90,000,000 is an allocation of \$4,003,000 to the City. A majority of the RZEDB allocation will be distributed by the State on a county-by-county basis for certain qualifying projects. The Fairfield County allocation is \$26,837,000. If the City wants to access any of the Fairfield County allocation it will need to go through an application process with the Connecticut Development Authority and the Department of Economic and Community Development.

***150-08 Consent Calendar**

Tax Abatement for property location 427 Hollister
Avenue #429 **DENIED**

**Report
Of
Joint Committee
on
REBATE And Appropriations &
Miscellaneous Matters**

Submitted: November 2, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

The Joint Committee on **Budget & Appropriations and Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***150-08 Consent Calendar**

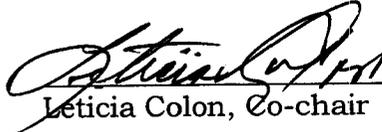
RESOLVED, that petition 150-08 submitted by Mr. Manuel G. Jerez & Ms. Maria Jerez requesting a Tax Abatement for property located at 427 Hollister Avenue #429 be, and it hereby is, **DENIED**.

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET
AND APPROPRIATIONS**


Amy Marie Vizzo Paniccia, Co-chair

Warren Blunt, Co-chair

Robert P. Curwen, Sr. Co-chair

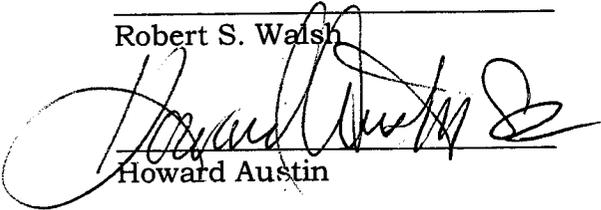

Leticia Colon, Co-chair

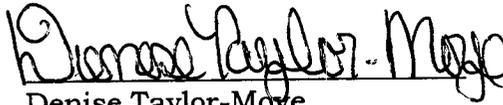
Daniel Martinez

Susan T. Brannelly

Robert S. Walsh

Richard M. Paoletto, Jr


Howard Austin


Denise Taylor-Moye

Andre Baker

***129-07 Consent Calendar**

Lease Agreement with the State of Connecticut
Department of Transportation for Property located
under I-95 on Steel Point.

**Report
of
Committee
on
CEA & Environment**

Submitted: November 2, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

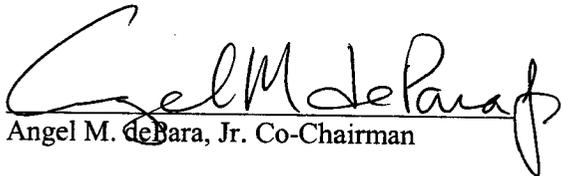
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

*** 129-07 Consent Calendar**

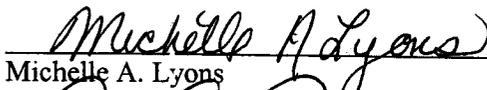
Resolved, that Bill Finch is duly-authorized in his capacity as Mayor of the City of Bridgeport to enter into a Lease Agreement between the State of Connecticut, Department of Transportation or is authorized to name another person as his designee to execute such agreement, for property located under Interstate Route No. 95 in the City of Bridgeport, File No. 15-31-423G for a five-year period commencing May 1, 2008 to and including April 30, 2013; and be it further

Resolved, that the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and §4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10a(a)(1) of Public Act 07-142.

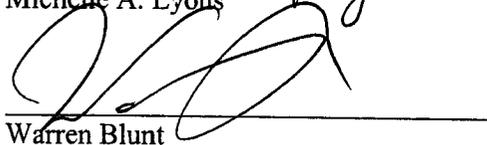
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. DeBara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman


Michelle A. Lyons


Denese Taylor-Moye


Warren Blunt

Maria I. Valle

Brian C. Crowe

Agreement No.

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF BRIDGEPORT
INTERSTATE ROUTE NO. 95
TOWN OF BRIDGEPORT
FILE NO. 15-31-423G
FEDERAL-AID PROJECT NO. N/A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this _____ day of _____, 200_, by and between the State of Connecticut, Department of Transportation ("State"), Emil H. Frankel, Acting Commissioner, acting herein by Michael W. Lonergan, P.E., Acting Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, and the City of Bridgeport, ("Second Party"), with a mailing address of City Hall Annex, 999 Broad Street, Bridgeport, Connecticut, 06604, acting herein by Bill Finch, its Mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described, for motor vehicle parking purposes, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, that land ("Premises") situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, beneath Interstate Route No. 95, with appurtenances thereon, if any, containing 10,300 square feet, more or less, as shown on a map attached hereto, entitled: LEASE SKETCH, SKETCH SHOWING LAND LEASED TO CITY OF BRIDGEPORT BY THE STATE OF CONNECTICUT, STRATFORD AVENUE, SCALE 1" = 40', APRIL 12, 2007," TOWN NO. 15, PROJECT NO. 15-31, SERIAL NO. 423G, SHEET 1 OF 1.

All rights of ingress and egress are specifically denied, directly to and from Interstate Route No. 95, from and to the Premises.

1. The sole purpose of this Agreement is to allow the Second Party to use and maintain the Premises for motor vehicle + parking purposes, only.
2. The term of this Agreement is for a five (5) year period of time commencing May 1, 2008, to and including April 30, 2013.
3. There shall be no monetary consideration for the lease of the Premises, if it remains free to the public.
4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.
5. This Agreement may be terminated at any time by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall be null and void and all rights of the Second Party herein shall end and terminate.
6. It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.
7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated January 14, 2008 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.
8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item 20 of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District III Maintenance Office, at 203-389-3013 to apply for this permit.
9. The Second Party agrees that the area will be used solely for the purpose of vehicular parking. The State reserves the right to require the Second Party to make modification to the premises, at any time, at no cost to the state, to protect the public roadways and ensure the safety of the traveling public. A reasonable amount of time will be provided to make appropriate modifications. Failure to make modifications in the time determined will result in immediate termination of the Agreement.
10. The storage of any hazardous or flammable material on the premises is strictly prohibited. Violation of this section will result in the immediate termination of the Agreement.
11. The Second Party agrees that they will be responsible to repair and any damages to the highway facility caused by their use thereof, such repair or replacement to be made within a reasonable time after written notice has been given to the Second Party by the State, or in lieu thereof, at the election of State, compensation may be paid to the State for the necessary expense for said repairs. Second Party shall carry adequate insurance to cover its obligation under this section. It is understood and agreed to by all the parties herein, that the Second Party shall not be granted the use of the Premises referred to herein and the terms of this Agreement will not be in effect until the Second Party has submitted evidence that it has public liability insurance and said insurance has been approved by the State.

12. The Second Party shall save the State and its authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or subcontracts entered into in connection therewith, or the maintenance of the herein described improvement.

13. The Second Party agrees the State reserves the right for itself, its agents and representatives, and the Federal Highway Administration to enter upon said premises at any time to construct, inspect and maintain the right of way or for any other highway purpose in a manner calculated so as not to unreasonably interfere with the Second Party's use of the Premises. If the State anticipates that activities under this section may require the disruption of normal operation of the licensed premises, the State shall notify the Second Party, in writing, of the need for such activities and the expected period of disruption.

14. The Second Party agrees that no permanent structure will be built on said right of way, but State agrees that the Second Party may make such temporary improvements, including paved parking, lights and drainage, as are necessary in order that the said premises may be used for the purposes hereinbefore stated subject to approval by the State prior to any construction activities. Second Party further agrees that the areas provided will be functional and orderly, that any screening measures deemed necessary to improve the appearance of the areas will be provided along with proper maintenance of said right of way to insure a pleasing appearance.

Agreement No. _____

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Emil H. Frankel, Acting Commissioner

Name:

By _____ (Seal)

Michael W. Loneragan, P.E.
Acting Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

STATE OF CONNECTICUT)

SS: Newington

_____ A.D., 200_

COUNTY OF HARTFORD)

Date

Personally appeared for the State, Michael W. Loneragan, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Acting Chief Engineer, Bureau of Engineering and Highway Operations, before me.

My Commission Expires:

Notary Public

WITNESSES:

SECOND PARTY
CITY OF BRIDGEPORT

Name:

By _____ (Seal)

Bill Finch
Mayor

Name:

Date: _____

STATE OF _____)

)

SS:

_____ A.D.,

200_

COUNTY OF _____)

City/Town

Date

Personally appeared for the Second Party, Bill Finch, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Bridgeport, and his free act and deed as Mayor, before me.

My Commission Expires:

Notary Public

Agreement No. _____

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

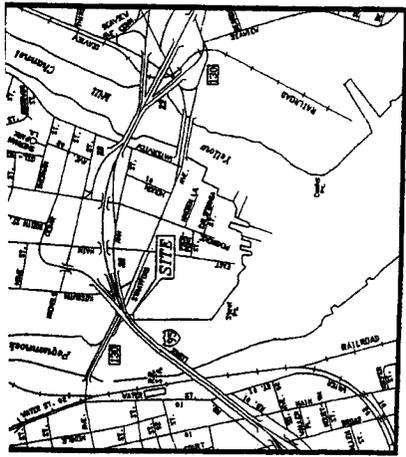
Secretary
Office of Policy & Management
State of Connecticut

Date: _____

APPROVED:

Attorney General
State of Connecticut

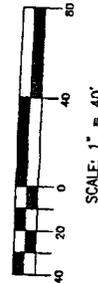
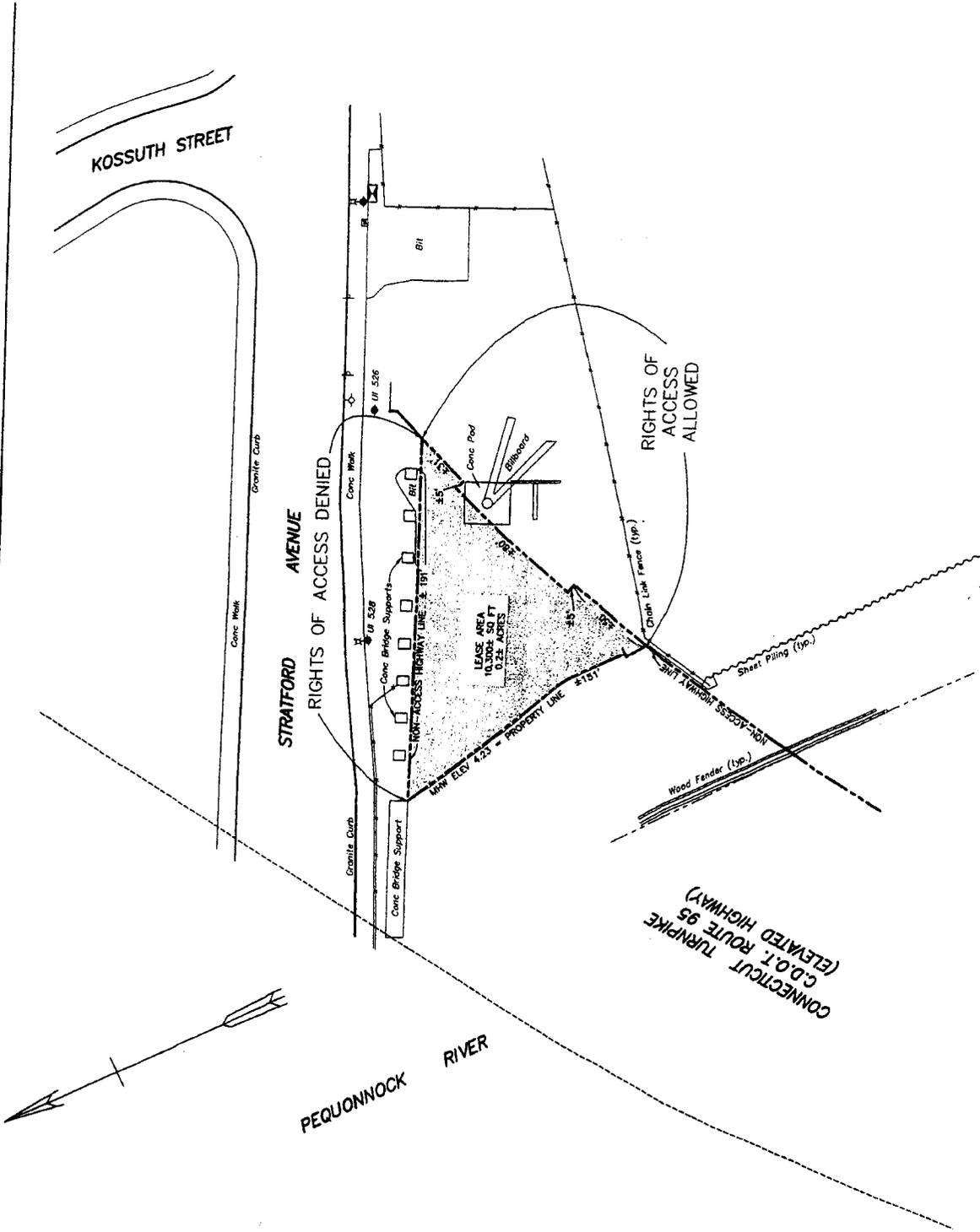
Date: _____



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

1. THIS PLANS CONFORMS TO HORIZONTAL ACCURACY CLASS D.
2. REFERENCE IS MADE TO THE FOLLOWING MAPS:
 - A) "CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS RIGHT OF WAY MAP, TOWN OF BRIDGEPORT, CONNECTICUT, 1987, FROM THE FAIRFIELD-BRIDGEPORT TOWN LINE EASTERLY TO THE BRIDGEPORT STRATFORD TOWN LINE." SCALE 1"=40', NO. 15-03, SHEETS 6 OF 9 AND 7 OF 9.
 - B) "PROPERTY/TOPOGRAPHIC SURVEY, STEEL POINT, STRATFORD AVENUE, BRIDGEPORT, FAIRFIELD COUNTY, CONNECTICUT." SCALE 1"=40', REVISION TO 12/07/06, BY CLARENCE BLAIR ASSOCIATES, INC.



DATE	REVISION	REQ. BY

TOWN NO. 15
 PROJECT NO. 15-31
 SERIAL NO. 4236
 SHEET 1 OF 1

DRAFTED DS
 DATE 3/13/07
 CHECKED SRG
 DATE 3/13/07
 CAD FILE 150702801

LEASE SKETCH

SKETCH SHOWING LAND LEASED TO
 CITY OF BRIDGEPORT
 BY
 THE STATE OF CONNECTICUT
 STRATFORD AVENUE

SCALE 1"=40'

APRIL 12, 2007

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

DATE	LS. #	LS. #

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE ORIGINAL SIGNATURE AND ENCLOSED SEAL OF THE ABOVE NAMED LAND SURVEYOR.

Civil Engineers & Land Surveyors
 85 Willow Street
 New Haven, CT 06511
 (203) 495-9950
 Fax (203) 495-9951

Clarence Blair Associates, Inc.

STANDARD HIGHWAY LEASE
SPECIFICATIONS & COVENANTS

Connecticut Department of Transportation
Bureau of Finance and Administration
Division of Contract Administration
Agreements/Negotiations Section

January 14, 2008

(1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Agreement, unless otherwise specified in the Agreement.

(2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Agreement. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Agreement, if such a grant-in-lieu of taxes concerning the Premises is required of the State.

(3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.

(4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.

The Second Party shall not allow any unregistered or abandoned motor vehicles to remain on the Premises and shall cause the same to be removed. The Second Party shall not allow any boats to be stored on any of the premises.

(5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the Federal Highway Administration, if required.

(6) The Second Party shall protect, defend, and hold the State and its servants, agents, or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the State. The State shall give to the Second Party reasonable notice of any such claims or actions. The Second Party shall also use counsel reasonably acceptable to the State in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

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.

(7) The Second Party agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named as an additional insured party, the following minimum liability insurance coverage or coverages regarding the Premises at no cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall be named as an additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than 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.

In conjunction with the above coverage, the Second Party agrees to furnish to the State on the form or forms supplied by the State, a Certificate of Insurance (CON-32), 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 insurance company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The insurance company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the state. By signing this agreement/contract, the Second Party agrees that the State is authorized to contact the insurance provider(s) of the insurance policy(ies) directly. This provision shall survive the suspension, expiration or termination of this agreement/contract.

(8) The State and the Federal Highway Administration, if appropriate, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

(9) The Second Party agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season."

(10) The Second Party shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Agreement, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.

(11) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.

(12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or another device suitable to the State around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises.

(13) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance, thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(14) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.

(15) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(17) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. section 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. section 1801 et seq., the Federal Clean Air Act, 42 U.S.C. section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. section 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(18) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(19) In addition to Item (6) hereinabove, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(20) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the Federal Highway Administration, if appropriate. The Second Party agrees that as an integral part of the process of obtaining the above-mentioned written approval, the Second Party shall apply for, receive and comply with, a Permit or Permits issued by the State in conformance with all pertinent provisions of the current Encroachment Permit Regulations, including amendments thereto. The Second Party shall comply with the applicable provisions of 23 C.F.R., Section 710, Subpart D, which is hereby made a part hereof by reference thereto.

The State and the Federal Highway Administration, if appropriate, reserves the right to review and approve all plans prior to any and all construction and site improvements at the aforementioned Premises. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. No such construction or site improvement shall commence unless and until the State provides its written approval for same. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.

(21) Upon termination of this Agreement for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.

(22) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

(23) The Second Party shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Second Party to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.

(24) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.

(25) The Connecticut Secretary of the State (including any successor thereto) is hereby appointed by the Second Party as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

(26) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

(27) The Second Party, for itself, its representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Premises that: (1) no person, on the grounds of race, color, national origin, sex, age or disability shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of the Premises; (2) in regard to any construction and/or improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) the Second Party shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Agreement and to re-enter and repossess the Premises, and hold the same as if said Agreement had never been made or issued.

(28)(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commissioner pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Second Party's good faith efforts shall include but shall not be limited to the following factors: The Second Party's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(29)(a) Pursuant to Section 4a-60a of the Connecticut General Statutes; (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or worker's representative of the Second Party's commitments under this section, and to post copies of the

notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(30) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.

(31) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.

(32) The Second Party hereby acknowledges and agrees to comply with the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part hereof.

(33) The Second Party agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006, SUBJECT: Policy on Disadvantaged Business Enterprise Program" is hereby made a part of this Agreement. The State advises the Second Party that failure to carry out the requirements set forth in this policy statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.

(34) 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.

(35) It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, 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
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) when the Second Party is to receive such notice -

the person(s) acting herein as signatory for the Second Party receiving such notice;

(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 as well as any document(s) provided, permitted, or required for the making or 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; 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.

(36) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.

(37) Suspended or debarred second parties, 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 Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a) (ii) of this certification; and

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

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party 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 lower tier subcontracts and purchase orders:

(i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(38) The Second Party hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(39) The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a Second Party or independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract; or

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the State would be influenced.

(40) This clause applies to those Second Parties who are or will be responsible for compliance with the 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.

(41) The State reserves mining and excavating rights. The Second Party shall not remove sand, gravel or other fill material from the Premises.

(42) This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

(43) The Agreement, when fully executed by both parties and this "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation" together constitute 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.

(44) 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 Hartford, Connecticut.

The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the State's immunities.

(45) 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 this 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.

STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency heretofore described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as heretofore described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions heretofore specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency heretofore described, which allege discrimination contrary to the contractual provisions specified heretofore or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) or the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or retaining workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 163 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Order regulations prescribed by the labor commissioner: each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order; or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of non-discrimination in compliance with the provision of this Order.

XIII

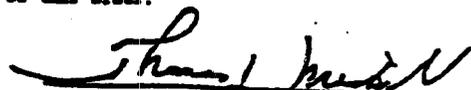
The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 20, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revised or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.



STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
March 6, 1998

Specific Equal Employment Opportunity Responsibilities

1. General

- A. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.
- B. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:
- | | |
|----------------|---|
| Contractors | Vendors (where applicable) |
| Subcontractors | Suppliers of Materials (where applicable) |
| Consultants | Municipalities (where applicable) |
| Subconsultants | Utilities (where applicable) |
- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontractor or subconsultant.
- E. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate Company official in the Company's procedures for locating and hiring protected class group employee.
- B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate); college placement officers, etc., the Company will take the following actions:
- (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- B. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

- C. The Company will encourage its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

- A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

7. Training and Promotion

- A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- A. The Company will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation and shall set forth what efforts have been made to obtain such information.
- D. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race,

color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprises firms from the Division of Contract Compliance.
- B. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and nonminority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
 - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
 - (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-19
April 17, 2006

SUBJECT: Policy on Disadvantaged Business Enterprise Program

The Connecticut Department of Transportation (ConnDOT) is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

It is the policy of ConnDOT to:

- a) **Ensure nondiscrimination in the award and administration of DOT-assisted contracts in ConnDOT's highway, transit, and airport financial assistance programs;**
- b) **Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;**
- c) **Ensure that ConnDOT's DBE Program is narrowly tailored in accordance with applicable law;**
- d) **Ensure that only firms which fully meet this part's eligibility standards are permitted to participate as DBEs;**
- e) **Help remove barriers to the participation of DBEs in DOT-assisted contracts; and**
- f) **Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.**

ConnDOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract. ConnDOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. ConnDOT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

In administering the DBE Program, ConnDOT will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, national origin, or sex.

No contractor, subrecipient, or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance on any DOT-assisted contract. Contractors shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements will result in a material breach of the contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. The DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE Program whose conduct is subject to such action. The DOT may refer to the United States Department of Justice, for prosecution under 18 United States Code (USC) 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

The Manager of Contract Compliance has been designated as the DBE Liaison Officer. In that capacity, the Manager of Contract Compliance is responsible for implementing all aspects of the DBE Program.

This DBE Program Policy Statement is distributed to all ConnDOT managers and to the DBE and non-DBE business community. The Policy Statement is also available on the ConnDOT web site.

(This Policy Statement supersedes Policy Statement No. F&A-19 dated May 12, 2003.)



Stephen E. Korta, II
Commissioner



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

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."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Training for DOT Employees

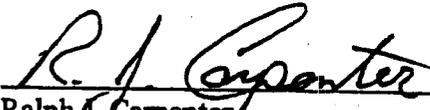
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

Important Ethics Reference Materials

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

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- 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



Agreement No. _____

STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

25 SIGOURNEY STREET

HARTFORD, CONNECTICUT 06106

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to § 12-412 (1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

City of Bridgeport

City Hall Annex, 999 Broad Street

Bridgeport, Connecticut 06604

_____ will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s):

The City of Bridgeport leases State-owned land along Interstate Route No. 95 in Bridgeport

For retail and public parking purposes, under CT DOT File No. 15-31-423G

Purchaser State of Connecticut, Department of Transportation
Name of Agency

By Michael W. Lonergan, P.E. Title Acting Chief Engineer,
Bureau of Engineering & Highways

Address 2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

Dated _____, _____

at Newington, Connecticut ”

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment —

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

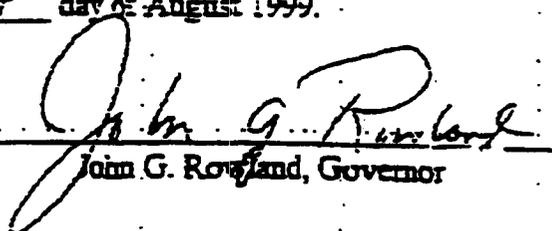
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

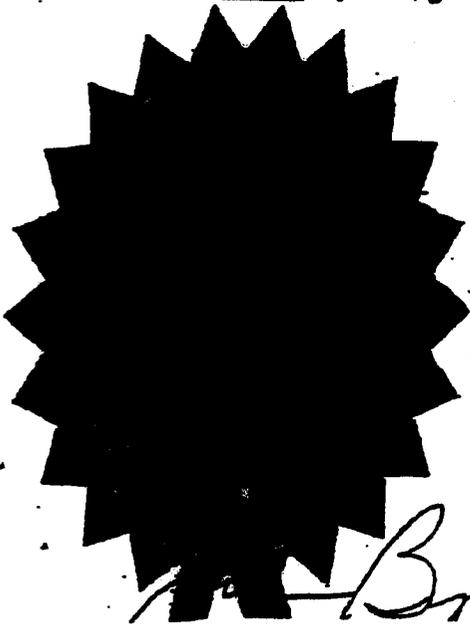
2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4th day of August 1999.


John G. Rowland, Governor

Filed this 4th day of August 1999



***182-08 Consent Calendar**

Resolution Accepting the Donation of 459 Knowlton Street from ACME United Corporation.

**Report
of
Committee
on
CEA & Environment**

Submitted: November 2, 2009

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:

*** 182-08 Consent Calendar**

**A Resolution by the Bridgeport City Council
Accepting the Donation of 459 Knowlton Street**

Whereas, the ACME United Corporation owns the approximately 2.4 acre property known as 459 Knowlton Street, and has offered to donate this property to the City of Bridgeport; and

Whereas, this currently vacant and neglected property offers approximately 475 linear feet of direct waterfront access to the Pequonnock River; and

Whereas, the City wishes to see this property redeveloped in a way that returns it to clean productive use and increases waterfront access for the public; and

Whereas, the City has received from ACME a May 2009 Phase III Environmental Site Assessment of the property, as prepared by the consulting firm of Fuss & O'Neill; and

Whereas, this Phase III report identifies environmental issues that may require remediation, the City will remain exposed to certain liabilities and responsibilities during the time of its ownership unless and until such liabilities and responsibilities can be transferred to a developer or other end-user; and

Whereas, the City has consulted with experienced environmental counsel and experienced engineers and believes that the City's exposure to environmental liabilities and responsibilities can be addressed and managed, if necessary, should the City seek to retain the property or be unable to find a developer or end-user; and

Whereas, the City anticipates finding sufficient redevelopment interest in this property that will allow it to be transferred with environmental responsibility to an ultimate developer; and

Whereas, this property is of critical importance to the City's broader and continuing effort under its Master Plan to recapture the riverfront for the benefit and use and enjoyment of the citizenry and the City expects to reserve public rights of access to such property in connection with any transfer to a developer; Now, therefore be it

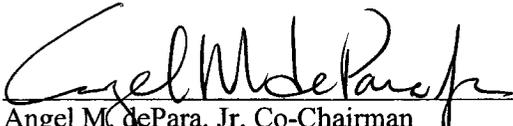


Report of Committee on ECD and Environment
*182-08 Consent Calendar

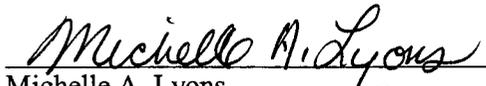
-2-

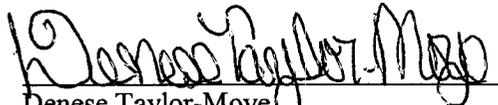
Resolved, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to enter into a contract of donation with ACME, and take all necessary action and do any and all things necessary and appropriate things in furtherance of the objectives of this donation in a manner consistent with this resolution.

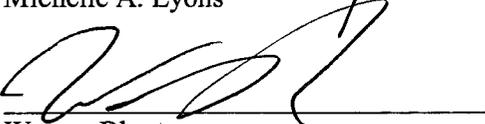
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman


Michelle A. Lyons


Denese Taylor-Moye


Warren Blunt

Maria I. Valle

Brian C. Crowe

Council Date: November 2, 2009

***191-08 Consent Calendar**

Grant Submission: re: FY 2010 SWCAA Title III Grant Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: November 2, 2009

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:

*** 191-08 Consent Calendar**

WHEREAS, the *Southwestern Connecticut Agency on Aging* is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Title III Grant Program; and

WHEREAS, the City of Bridgeport will expend funds to implement *a Senior Chore Program and Senior Transportation Program*; and

WHEREAS, funds under this grant may be used towards the purchase of services and equipment to enhance senior center programs and activities conducted by the *Bridgeport Senior Center*; and

WHEREAS, it is desirable and in the public interest that the *City of Bridgeport* submit an application to the *Southwestern Connecticut Agency on Aging* in an amount not to exceed \$21,581; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

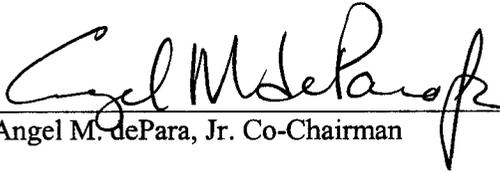
1. That it is cognizant of the Town's grant application and contract to the *Southwestern CT Agency on Aging* for funds to address senior services needs within the *City of Bridgeport*.
2. That it hereby authorizes, directs and empowers the Mayor, or his designees to execute and file such application with the *Southwestern CT Agency on Aging*, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



Report of Committee on ECD and Environment
*191-08 Consent Calendar

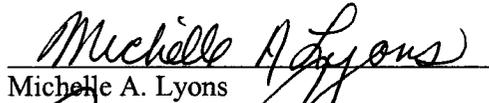
-2-

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



Angel M. dePara, Jr. Co-Chairman

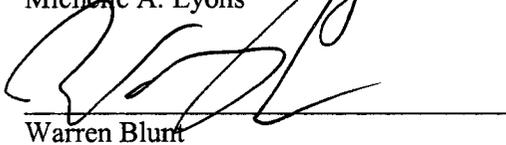
Robert P. Curwen, Sr. Co-Chairman



Michelle A. Lyons



Denese Taylor-Moye



Warren Blunt

Maria I. Valle

Brian C. Crowe

Council Date: November 2, 2009

SECTION TWO - GRANT BUDGET
ESTIMATED PROGRAM COSTS
Fiscal Year 2010

AGENCY NAME: City of Bridgeport Department of Aging
 PROJECT NAME: Senior Transportation Program

Budget Categories (List all Program Costs)	Funding Sources		Total Project Cost	Expenses per MIS Service		
	Title III Federal Request	Non- Federal Match				
Personnel (Itemize by position)						
DOA Director (.5 FTE)			\$0			
PT Driver @ 18.27 hours per week x \$12/hr x 391 hours		\$ 4,692	\$4,692			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
Fringe Benefits/Payroll Taxes			\$0			
TOTAL PERSONNEL COSTS	\$0	\$4,692	\$4,692	\$0	\$0	\$0
Staff Travel			\$0			
Building Space & Utilities			\$0			
Communications			\$0			
Printing & Supplies			\$0			
Equipment			\$0			
Other (Itemize)						
Fuel for Van	\$4,692		\$4,692			
			\$0			
			\$0			
			\$0			
			\$0			
TOTAL OTHER COSTS	\$4,692	\$0	\$4,692	\$0	\$0	\$0
COLUMN TOTALS	\$4,692	\$4,692	\$9,384	\$0	\$0	\$0

BUDGET SUMMARY		
Title III Grant Request	\$4,692	50.00%
Non-Federal Match Funds	\$4,692	50.00%
TOTAL BUDGET	\$9,384	

NON-FEDERAL MATCH BREAKDOWN	
In-Kind	\$4,692
Other Cash	\$0
TOTAL MATCH	\$4,692

REQUIRED MATCH MUST BE AT LEAST:

- New Title III B grants 15%
- 2nd year Title III B grants 30%
- Subsequent Title III B grants 50%
- Title III D grants 15%
- Title III E grants 25%

Estimated Client Contributions
\$0

Match percentages are calculated by dividing total Non-Federal Match by TOTAL PROJECT COST.

Signed "Certification of Non-Federal Match" forms must be submitted for all match included in budget.

(Section Two)
CERTIFICATION OF NON-FEDERAL MATCH FOR TITLE III GRANT
Fiscal Year 2010

This is to certify that I (as an individual) or my agency/organization will provide the following cash and/or in-kind resources for the period October 1, 2009 through September 30, 2010, for the project: Senior Transportation Program

<u>Budget Line Item*</u>	<u>Cash Amount**</u>	<u>In-Kind Value</u>
Personnel:		
Part-time Driver @ 18.27 hrs/wk x \$12/hr x 391 hours	\$4,692 source - City General Fund	

The above cash and in-kind items do NOT come from client contributions or federal funds (except Community Development Block Grant funds which are allowable match) and they are not used to match any other federal grant.



 Signature

Director, Department of Aging

 Title

City of Bridgeport, Dept. of Aging

 Name of contributing individual, Agency,
 or Organization

7/3/09

 Date

* List each budget line for which non-federal match is budgeted. For staff or volunteer time, indicate number of hours and hourly rate. For supervisory staff, show % of total time devoted to this project. For building space, show number of square feet and rate.

** Identify source of cash. This amount will have to be actually deposited or transferred to the general ledger set up for this program.

SECTION TWO - GRANT BUDGET
ESTIMATED PROGRAM COSTS
Fiscal Year 2010

AGENCY NAME: City of Bridgeport Department on Aging
 PROJECT NAME: Senior Chore Program

Budget Categories (List all Program Costs)	Funding Sources		Total Project Cost	Expenses per MIS Service		
	Title III Federal Request	Non-Federal Match				
Personnel (Itemize by position)						
DOA Director (.10 FTE)		\$7,632	\$7,632			
DOA Admin Asst (.10 FTE)		\$3,818	\$3,818			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
			\$0			
Fringe Benefits/Payroll Taxes			\$0			
TOTAL PERSONNEL COSTS	\$0	\$11,450	\$11,450	\$0	\$0	\$0
Staff Travel			\$0			
Building Space & Utilities		\$5,439	\$5,439			
Communications			\$0			
Printing & Supplies			\$0			
Equipment			\$0			
Other (Itemize)						
Contracted Handyman Svces	\$16,889		\$16,889			
			\$0			
			\$0			
			\$0			
			\$0			
TOTAL OTHER COSTS	\$16,889	\$0	\$16,889	\$0	\$0	\$0
COLUMN TOTALS	\$16,889	\$16,889	\$33,778	\$0	\$0	\$0

BUDGET SUMMARY		
Title III Grant Request	\$16,889	50.00%
Non-Federal Match Funds	\$16,889	50.00%
TOTAL BUDGET	\$33,778	

NON-FEDERAL MATCH BREAKDOWN	
In-Kind	\$16,889
Other Cash	\$0
TOTAL MATCH	\$16,889

REQUIRED MATCH MUST BE AT LEAST:

New Title III B grants	15%	Estimated Client Contributions
2nd year Title III B grants	30%	
Subsequent Title III B grants	50%	
Title III D grants	15%	
Title III E grants	25%	
		\$0

Match percentages are calculated by dividing total Non-Federal Match by TOTAL PROJECT COST.

Signed "Certification of Non-Federal Match" forms must be submitted for all match included in budget.

(Section Two)
CERTIFICATION OF NON-FEDERAL MATCH FOR TITLE III GRANT
Fiscal Year 2010

This is to certify that I (as an individual) or my agency/organization will provide the following cash and/or in-kind resources for the period October 1, 2009 through September 30, 2010, for the project: Senior Chore Program

<u>Budget Line Item*</u>	<u>Cash Amount**</u>	<u>In-Kind Value</u>
Personnel		
DOA Director (.10 FTE)		\$7,632
DOA Admin Asst. (.10 FTE)		\$3,818
Building Space & Utilities		
27,915 sq. ft. for DOA space / building maintenance / utilities cost is \$200K x 2.7% allocated to office and meeting space used during the program period.		\$5,439

The above cash and in-kind items do NOT come from client contributions or federal funds (except Community Development Block Grant funds which are allowable match) and they are not used to match any other federal grant.



 Signature

Executive Director, Dept. of Aging

 Title

Dept of Aging, City of Bridgeport

 Name of contributing individual, Agency,
 or Organization

7/31/09

 Date

* List each budget line for which non-federal match is budgeted. For staff or volunteer time, indicate number of hours and hourly rate. For supervisory staff, show % of total time devoted to this project. For building space, show number of square feet and rate.

** Identify source of cash. This amount will have to be actually deposited or transferred to the general ledger set up for this program.

***192-08 Consent Calendar**

Grant Submission: re: FY 2010 DPH Preventive Health Block Grant.

**Report
of
Committee
on
ECB & Environment**

Submitted: November 2, 2009

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:

*** 192-08 Consent Calendar**

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

WHEREAS, this funding has been made possible through the *Preventive Health and Health Services Block Grant*; and

WHEREAS, the City of Bridgeport will expend funds to implement a *Nutrition Education and Cardiovascular Disease Prevention Program*; and

WHEREAS, funds under this grant may be used towards the purchase of services and materials to enhance public health education programs and activities conducted by the *Bridgeport Health Department*; and

WHEREAS, it is desirable and in the public interest that the *City of Bridgeport* submit an application to the *State of Connecticut Dept. of Public Health* in an amount not to exceed \$27,068; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

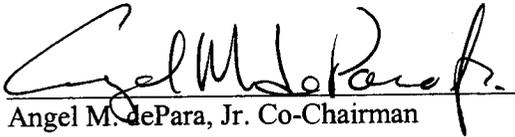
1. That it is cognizant of the Town's grant application and contract to *State of Connecticut Dept. of Public Health* for funds to address *Nutrition Education and Cardiovascular Disease Prevention* within the City of Bridgeport.
2. That it hereby authorizes, directs and empowers the Mayor, or his designees to execute and file such application with the *State of Connecticut Dept. of Public Health*, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



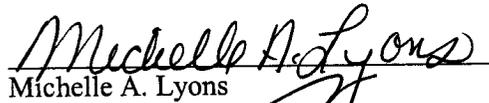
Report of Committee on ECD and Environment
*192-08 Consent Calendar

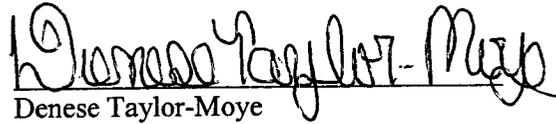
-2-

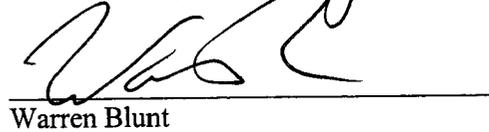
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman


Michelle A. Lyons


Denese Taylor-Moye


Warren Blunt

Maria I. Valle

Brian C. Crowe

Council Date: November 2, 2009

***194-08 Consent Calendar**

Grant Submission: re: Memorandum of Agreement (MOA) with Northeast States for Coordinated Air Use Management (NESCAUM), National Clean Diesel Funding Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: November 2, 2009

Adopted: _____

Attest: _____

[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:

*** 194-08 Consent Calendar**

WHEREAS, the *Northeast States for Coordinated Air Use Management (NESCAUM)*, is authorized to extend financial assistance through the *U.S. Environmental Protection Agency (EPA)* to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the *National Clean Diesel Funding* Program; and

WHEREAS, the City of Bridgeport will expend funds to subsidize the purchase of one (1) new hybrid truck as a replacement for an existing conventional diesel truck in its fleet; and

WHEREAS, funds under this grant may be used towards the purchase of hybrid vehicle equipment to enhance Public Facilities vehicle; and

WHEREAS, it is desirable and in the public interest that the *City of Bridgeport* enter into a Cooperative Agreement with NESCAUM to subsidize an amount of \$40,000 or 25 percent of the total purchase price of the new diesel truck; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

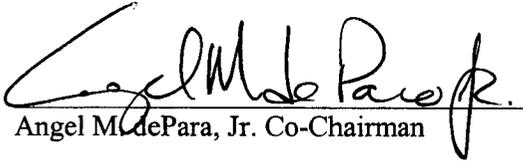
1. That it is cognizant of the Cooperative Agreement with *NESCAUM* for funds to subsidize the replacement of an existing diesel truck within the *City of Bridgeport*.
2. That it hereby authorizes, directs and empowers the Mayor, or his designees to execute Cooperative Agreement with *NESCAUM*, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



Report of Committee on ECD and Environment
*194-08 Consent Calendar

-2-

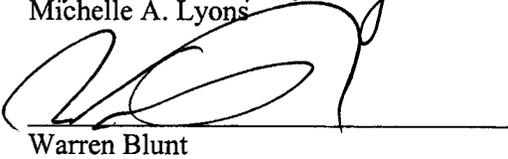
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman


Michelle A. Lyons


Denese Taylor-Moye


Warren Blunt

Maria I. Valle

Brian C. Crowe

Council Date: November 2, 2009

NORTHEAST STATES FOR COORDINATED AIR USE MANAGEMENT

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into between Northeast States for Coordinated Air Use Management (NESCAUM), 89 South Street, Suite 602, Boston, MA 02111, a non-profit corporation, and City of Bridgeport, a municipal corporation, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (City of Bridgeport or City).

1. Background

Pursuant to this MOA, funding is being provided to the City of Bridgeport to subsidize the purchase of one (1) new hybrid truck as a replacement for an existing conventional diesel truck in its fleet. This background statement provides a summary as to the source of the funds for this purpose and NESCAUM's authority to act on behalf of the entities providing the funding.

In federal fiscal year 2008, Congress appropriated funds under the Energy Policy Act of 2005 for programs to reduce emissions from heavy-duty diesel engines. Accordingly, the U.S. Environmental Protection Agency (EPA), under the National Clean Diesel Funding Assistance Program and the State Clean Diesel Grant Program, awards grants through cooperative agreements to assist states and other eligible partners in establishing diesel emission reduction programs that improve air quality and protect public health.

Effective January 15, 2009, the Environmental Defense Fund (EDF) and EPA entered into a Cooperative Agreement (DE-97199201), providing a federal grant for the Northeast Regional Hybrid Truck Consortium (NHTC). The NHTC is designed to subsidize the purchase of new hybrid trucks up to 25 percent of the total purchase price with qualifying fleet operators paying the remaining balance.

Effective February 25, 2009, NESCAUM and EDF entered into a Technical Services Agreement, whereby NESCAUM is assisting EDF in administering the grant program. Specifically, NESCAUM is recruiting fleet partners for the NHTC and facilitating the distribution of subsidies. The City of Bridgeport has qualified for a subsidy under the NHTC.

2. Scope of Work and Deliverables

Under the terms of this MOA, the City of Bridgeport will purchase a new diesel truck, classified as a hybrid electric vehicle (HEV), as the term is defined in 40 CFR §86.1702-99. NESCAUM will provide or direct a subsidy from one or more of the funding sources, referenced in the **Background** section above, equal to the lesser of \$40,000 or 25 percent of the total purchase price of the new diesel truck. NESCAUM shall pay or direct the subsidy to be paid to the vendor of the HEV within thirty (30) days after the City's

written notice that it has completed competitive bidding for the HEV vehicle. In return, the City of Bridgeport agrees to:

- Prior to release of the subsidy by NESCAUM, certify in writing that the truck to be replaced is in operable condition, is approximately the same size, gross vehicle weight, and body configuration as the new diesel truck to be purchased, and presently serves essentially the same function to be assumed by the new diesel truck. The certification must identify the truck by its Vehicle Identification Number (VIN), engine serial number, and license plate number.
- Follow a competitive procurement process for selection and purchase of the new diesel truck, adhering to its own written competitive procurement policy or alternatively working with NESCAUM through a competitive bidding process to procure the truck.
- Pay the balance due to the selected vendor after NESCAUM has paid the applicable subsidy, over and above the amount covered under funding arranged by NESCAUM, and provide to NESCAUM, evidence of payment (e.g., copy of purchase order, check, or other appropriate documentation).
- Within thirty (30) days of taking delivery of the new diesel truck, scrap the truck being replaced or scrap the truck's engine block and provide NESCAUM with written certification of scrappage from a licensed wrecking facility.
- For one (1) year following date of delivery of the new diesel truck, record diesel fuel volume dispensed to the vehicle and elapsed miles traveled and report this information quarterly in writing to NESCAUM.
- Perform or have performed routine vehicle maintenance according to the schedule identified by the truck/engine manufacturer(s).
- For one (1) year following date of delivery of the new diesel truck, on a quarterly basis, report in writing to NESCAUM any non-routine maintenance issues encountered with the new diesel truck.
- Within two (2) years following date of delivery of the new diesel truck, in the event the truck is sold, scrapped, or otherwise permanently taken out of service, report in writing to NESCAUM as to the cause of such action.

3. Term

This MOA is effective, beginning on the date that both NESCAUM and the City of Bridgeport have signed this MOA and ending two (2) years following the date of delivery of the new diesel truck to the City of Bridgeport.

4. Default and Termination

A Party to this MOA will be deemed in default if it fails to perform or fails to observe any material term or condition of this MOA and the failure remains unaddressed for a period of thirty (30) days after a Party notifies the defaulting Party. If the notifying Party chooses to terminate this MOA because of the other Party's default, the notifying Party will be responsible for payment only for services performed and expenses incurred with respect to the preparation of deliverables that are completed at the time of termination.

5. Indemnification

5.1 General Indemnification

Each Party will defend, hold harmless, and indemnify the other against claims and expenses, including reasonable legal fees that arise or are alleged to have arisen as a result of negligent or intentional acts or breach of any material term of this MOA.

5.2 Limitations on Liability

In no event will either Party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special, or punitive damages.

6. Additional Terms

6.1 Independent Contractor

NESCAUM understands and agrees that it is an independent contractor, not an employee of the City of Bridgeport, and that NESCAUM has no authority to enter into obligations on behalf of the City of Bridgeport except with the City of Bridgeport's specific written approval. NESCAUM will perform this MOA as an independent contractor and not as an employee, agent, partner, or representative of the City of Bridgeport.

6.2 Assignment

NESCAUM will not assign this MOA or any rights or obligations hereunder without the City of Bridgeport's prior written consent, which consent may be withheld in the City of Bridgeport's sole discretion.

6.3 Choice of Law and Forum

This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. The Parties agree to submit any and all disputes arising under this MOA to be the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts.

6.4 Possible Unenforceability

The unenforceability of any one clause of this MOA shall in no way impair the enforceability of any of the other clauses. If any of the provisions of this MOA shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise, such provisions shall be construed by the appropriate judicial body by limiting or reducing them, so as to be enforceable to the maximum extent legally permissible.

6.5

Project Manager

Eric Skelton will serve as NESCAUM's project manager for this MOA.

6.6 Amendments and Waivers

Any amendments or waivers to this MOA must be approved in writing by all Parties. NESCAUM's Executive Director, Deputy Director, and Chief of Staff are the only employees authorized to amend this MOA for NESCAUM.

6.7 Use of Name

NESCAUM and the City of Bridgeport agree to show each other any public communication about the project for each other's review, and both Parties understand that they may not otherwise use each other's name, seal, or logo in any promotional material without prior approval.

6.8 Entire Agreement

This MOA constitutes the full understanding between both Parties with respect to this subject matter. No delay or failure to enforce any rights under this MOA will be deemed a continuing waiver of such rights.

6.9 City Council Approval

This MOA is subject to the approval of the Bridgeport City Council.

ACCEPTED AND AGREED TO BY:

Paul J. Miller
Deputy Director, NESCAUM

Date

Bill Finch, Mayor
City of Bridgeport, Connecticut

Date

***195-08 Consent Calendar**

Grant Submission: re: State of Connecticut
Department of Environmental Protection (DEP), for
Pleasure Beach Land Use Study.

**Report
of
Committee
on
CEA & Environment**

Submitted: November 2, 2009

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:

*** 195-08 Consent Calendar**

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

WHEREAS, the Department of Environmental Protection (DEP) has made available \$150,000 to the City of Bridgeport for the purpose of conducting a land use study of Pleasure Beach for recreational, open space and transportation purposes; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport enter into contract with DEP for an amount not to exceed \$150,000 to perform such study; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant contract with the DEP for the land use and feasibility study of Pleasure Beach.
2. That it hereby authorizes, directs and empowers the mayor, or his designees to execute and file such application with the DEP, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



Report of Committee on ECD and Environment
*195-08 Consent Calendar

-2-

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

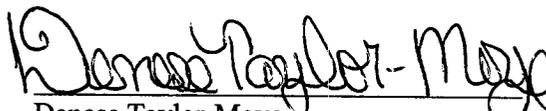


Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman



Michelle A. Lyons



Denese Taylor-Moye



Warren Blunt

Maria I. Valle

Brian C. Crowe

Council Date: November 2, 2009

***185-08 Consent Calendar**

Resolution urging the mayor to revitalize the Commission for People with Disabilities.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: November 2, 2009

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***185-08 CONSENT CALENDAR**

WHEREAS, recently a number of individuals have come before the City Council advocating for the Reinstatement of the Commission for People with Disabilities; and

WHEREAS, the city of Bridgeport first established this Commission by ordinance on March 1, 1987; and

WHEREAS, this commission and its important work has been allowed to lie dormant due to the lack of appointments by the current administration and several prior administrations; and

WHEREAS, this commission plays a vital role in advocating before the city of Bridgeport in addressing the needs of individuals in this special class; and

WHEREAS, the City Council of the City of Bridgeport has a history of assisting this group of individuals whenever possible,

BE IT RESOLVED, that the City Council urges Mayor Finch to immediately appoint new members of this board so that the critical needs of this underserved population will once again be properly brought to the city's attention and that the quality of life of persons with disabilities can be enhanced and improved.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paluccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.


Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: November 2, 2009

***186-08(B) Consent Calendar**

Suit Settlement for Stevens, et. al.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: November 2, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***186-08(B) Consent Calendar**

WHEREAS, A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, Negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Stevens, et. al.	Michelle Holmes, Esq Waterbury, CT	Sexual Harassment & Discrimination in BPD	\$85,000

BE IT FURTHER RESOLVED, that the amount set forth as above is paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket number in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorney until the City Attorney has been furnished with a full release and discharge in writing, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters

186-08 (B)

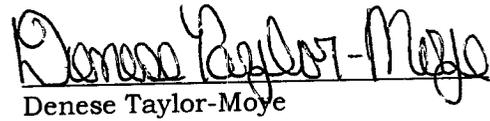
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman



Denese Taylor-Moye

Richard M. Paoletto, Jr.

Daniel Martinez

Susan T. Brannelly

Robert S. Walsh

Council Date: November 2, 2009

***187-08 Consent Calendar**

Suit Settlement for Carmen Alicea

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: November 2, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***187-08 Consent Calendar**

WHEREAS, A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, Negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Carmen Alicea	Joanne P. Sheehan, Esq Friedman, Newman, Levy & Sheehan One Eliot Place Fairfield, CT 06824	Slip and Fall	\$40,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above is paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket number in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorney until the City Attorney has been furnished with a full release and discharge in writing, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters

*187-08

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.


Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert S. Walsh

Council Date: November 2, 2009

186-08(A)

Suit Settlement for Bottone, et. al.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: November 2, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

186-08(A)

WHEREAS, A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, Negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Bottone, et. al.	Cohen & Wolf, P.C. Bridgeport, CT	Civil Service FF Lt. Testing Discrimination	\$75,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above is paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket number in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorney until the City Attorney has been furnished with a full release and discharge in writing, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
186-08 (A)

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



Amy Marie Vizzo-Padiccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.



Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert S. Walsh

Council Date: November 2, 2009