

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, DECEMBER 4, 2017

7:00 p.m.

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

ADDED:

COMMUNICATION TO BE REFERRED TO COMMITTEE:

- 08-17 A & B** Communication from OPM re: Proposed Budget Modifications to the FY 2017-2018 General Fund Budget: **(A)** Appropriation Increase for the Board of Education Line Item 01899000-56180 (\$25,708,035) and Increase the Education Cost Sharing (ECS) Revenue Line Item 01863000-44520 (\$25,708,035) to comply with State Mandated Education (MBR) and **(B)** Motor Vehicle Mill Rate change from 37.00 to 39.00 Mills, Revenue Increase Line Item 01040000-41693 (\$933,131) and Revenue Decrease Line Item 01040000-41346 (\$933,131) to comply with the State Adopted Budget, referred to Budget and Appropriations Committee.

AGENDA
CITY COUNCIL MEETING
MONDAY, DECEMBER 4, 2017

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules

Election of City Council President

Appointment of City Council Standing Committees

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 30, 2017 (Public Hearing) & November 6, 2017

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 01-17** Communication from Board of Education re: Grant Application Authorization for School Construction work at to be done at Bassick High School located at 1181 Fairfield Avenue to renovate as new, referred to Education and Social Services Committee.
- 02-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Leslie Rose, referred to Miscellaneous Matters Committee.
- 03-17** Communication from OPED re: Proposed Resolution Authorizing the Disposition of Certain City-Owned Properties (5) by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 04-17** Communication from City Attorney re: Proposed Memorandum of Agreement regarding use of Federal Fiscal Year 2016 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 1, referred to Contracts Committee.
- 05-17** Communication from City Attorney re: Proposed Master Pole Attachment Agreement for Municipal Attachments with the United Illuminating (UI) Company and Frontier Communications, referred to Contracts Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 06-17** Communication from City Attorney re: Executive Session to Discuss Pending Litigation with Eligio Rodriguez, David Ortiz and Joanna Rodriguez referred **FOR IMMEDIATE CONSIDERATION.**
- 07-17** Communication from City Attorney re: Executive Session to Discuss Pending Litigation with Carla DeAngelis, referred **FOR IMMEDIATE CONSIDERATION.**

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 4, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

PLEASE NOTE: THERE WILL BE NO PUBLIC SPEAKING FORUM HELD DUE TO ELECTION OF CITY COUNCIL PRESIDENT

CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, DECEMBER 4, 2017
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 4, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

PLEASE NOTE: THERE WILL BE NO PUBLIC SPEAKING FORUM HELD DUE TO THE ELECTION OF A CITY COUNCIL PRESIDENT

RECEIVED
CITY CLERKS OFFICE
17 DEC 11 PM 3:02
ATTEST
CITY CLERK

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 4, 2017

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:09 p.m. He requested a moment of silence in memory of Bridgeport Police Officer Thomas Lattanzio, who died earlier in the day. Council Member Herron concurred.

Following the conclusion of the moment of silence, Council Member McCarthy also requested a moment of silence in memory of former Council Member Thomas Caco.

PRAYER

Mayor Ganim requested that one of the local pastors lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim then requested Council Member Martinez to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called the roll.

130th District: Christina Smith, Pete Spain
131st District: Denese Taylor-Moye
132nd District: Marcus Brown, Kyle Langan
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Maria Zambrano-Viggiano, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Karen Jackson, Nessah Smith
139th District: Eneida Martinez, Ernest Newtown

A quorum was present.

After the Roll Call, Council Member Newton said that he had served with Mr. Caco, who had worked very hard for the City and he would be truly missed. He added that Mr. Caco served the Council well during his tenure.

Council Member Newton said that he had a young woman by the name of Judy seated next to him who had asked to come and watch the Council in action.

Council Member McCarthy then recognized a number of former council members present at the meeting including Anthony Paoletto, Robert Halstead and John Olson along with a number of Board of Education members.

ADOPTION OF CITY COUNCIL RULES

**** COUNCIL MEMBER MCCARTHY MOVED TO APPROVE THE CITY COUNCIL RULES.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ELECTION OF CITY COUNCIL PRESIDENT

**** COUNCIL MEMBER SPAIN MOVED TO REFER THE RULES OF ORDER TO MISCELLANEOUS MATTERS FOR REVIEW.**

Mayor Ganim said that he would like to wait on that motion until the Council President and Standing Committees were elected first.

**** MR. SPAIN WITHDREW HIS MOTION.**

Mayor Ganim then opened the floor for nominations for Council President.

**** COUNCIL MEMBER CASTILLO MOVED TO NOMINATE COUNCIL MEMBER AIDEE NIEVES AS COUNCIL PRESIDENT.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** COUNCIL MEMBER TAYLOR-MOYE MOVED TO NOMINATE HERSELF AS COUNCIL PRESIDENT.**

**** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO NOMINATE HERSELF AS COUNCIL PRESIDENT.**

There was no immediate second. Mayor Ganim asked Attorney Anastasi if a second was needed for a Council President nomination. Attorney Anastasi said that no second was needed.

**** COUNCIL MEMBER MARTINEZ MOVED TO CLOSE THE NOMINATIONS.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION FOR COUNCIL MEMBER NIEVES AS COUNCIL PRESIDENT PASSED WITH FIFTEEN (15) IN FAVOR (C. SMITH, SPAIN, BROWN, LANGAN, MCCARTHY, HERRON, LYONS, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ AND NEWTON); TWO (2) FOR TAYLOR-MOYE (TAYLOR-MOYE, MCBRIDE-LEE); AND TWO (2) FOR VIZZO-PANICCIA (VIZZO-PANICCIA AND JACKSON).**

APPOINTMENT OF CITY COUNCIL STANDING COMMITTEES

Council President Nieves thanked everyone for their support and said that she was humbled and honored. She said that everyone that was elected to the body had something unique to bring to the Council and to the City. She said that it was important to move the City forward and asked for God's guidance as the Council moves forward.

RECESS

Council President Nieves then requested a recess. Mayor Ganim announced a recess at 7:20 p.m. He reconvened the meeting at 7:35 p.m.

**** COUNCIL PRESIDENT NIEVES MOVED THE FOLLOWING COMMITTEE ASSIGNMENTS:**

PRESIDENT PRO TEMPE: DENESE TAYLOR-MOYE

MAJORITY LEADER: ENEIDA MARTINEZ

DEPUTY MAJORITY LEADER/SGT AT ARMS: ROSALINA ROMAN-CHRISTY

DEPUTY MAJORITY LEADER: MICHELLE LYONS

DEPUTY MAJORITY LEADER: JEANETTE HERRON

BUDGET AND APPROPRIATIONS: DENESE TAYLOR-MOYE, MARIA ZAMBRANO VIGGIANO, JEANETTE HERRON, MARY MCBRIDE-LEE, THOMAS MCCARTHY, CHRISTINA SMITH, NESSAH SMITH

CONTRACTS: JEANETTE HERRON, ERNEST NEWTON, JACK O. BANTA, ALFREDO CASTILLO, THOMAS MCCARTHY, MARIA ZAMBRANO VIGGIANO, AMYMARIE VIZZO-PANICCIA

ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT: MARY MCBRIDE-LEE, MARIA VALLE, ALFREDO CASTILLO, JEANETTE HERRON, ROSALINA ROMAN-CHRISTY, ENEIDA MARTINEZ, NESSAH SMITH

EDUCATION AND SOCIAL SERVICES: KYLE LANGAN, CHRISTINA SMITH, KAREN JACKSON, MICHELLE LYONS, MARY MCBRIDE LEE, ROSALINA ROMAN-CHRISTY, PETE SPAIN.

MISCELLANEOUS MATTERS: AMYMARIE VIZZO-PANICCIA, NESSAH SMITH, MARCUS BROWN, THOMAS MCCARTHY, KYLE LANGAN DENISE TAYLOR-MOYE, MARIA ZAMBRANO VIGGIANO

ORDINANCE: ENEIDA MARTINEZ, MARCUS BROWN, MICHELLE LYONS, ERNEST NEWTON, ROSALINA ROMAN-CHRISTY, PETE SPAIN, MARIE VALLE.

PUBLIC SAFETY AND TRANSPORTATION: MICHELLE LYONS, JACK O. BANTA, KAREN JACKSON, KYLE LANGAN, ENEIDA MARTINEZ, ERNEST NEWTON, MARIA VALLE.

LIAISON TO THE CHAMBER OF COMMERCE: PETE SPAIN

LIAISON TO THE HARBOR COMMISSION: MARY MCBRIDE-LEE

LIAISON TO THE HISTORIC COMMISSION: KAREN JACKSON

**LIAISON TO THE HOUSING AUTHORITY: ALFREDO CASTILLO,
ENEIDA MARTINEZ AND DENESE TAYLOR-MOYE**

LIAISON TO THE FIRE COMMISSION: JEANETTE HERRON

LIAISON TO THE FOOD POLICY COUNCIL: CHRISTINA SMITH

LIAISON TO THE LIBRARY: ROSALINA ROMAN-CHRISTY

**LIAISON TO THE PARKS COMMISSION: AMYMARIE VIZZO-
PANICCIA**

**LIAISON TO THE POLICE COMMISSION: MARIA VALLE, ENEIDA
MARTINEZ**

LIAISON TO THE PORT AUTHORITY: JACK O. BANTA

LIAISON TO THE WPCA: ERNEST NEWTON

LIAISON TO THE ZOO: AMYMARIE VIZZO-PANICCIA

**SCHOOL BUILDINGS COMMITTEE MEMBERS: AIDEE NIEVES,
MARCUS BROWN, CHRISTINA SMITH.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

Council Member Newton asked for a general summary about the various committees. Mayor gave a brief overview. Council President Nieves said that the only committee that would be passing final votes was the School Building Committee.

**** THE MOTION TO APPROVE THE COUNCIL OFFICERS, AND THE COMMITTEE AND LIAISON ASSIGNMENTS PASSED UNANIMOUSLY.**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 30, 2017 (Public Hearing) & November 6, 2017

Following a brief discussion, Mayor Ganim announced that only those Council Members who were part of the previous Council (Taylor-Moye, McCarthy, Herron, Lyons, Vizzo-Paniccia, McBride-Lee, Castillo, Nieves, and Martinez) would be voting on the minutes from the October 30th Public Hearing and the November 6th Council Meeting.

**** COUNCIL MEMBER MCCARTHY MOVED THE MINUTES OF THE OCTOBER 30, 2017 (PUBLIC HEARING) AND THE NOVEMBER 6, 2017 COUNCIL MEETING.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

01-17 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT APPLICATION AUTHORIZATION FOR SCHOOL CONSTRUCTION WORK AT TO BE DONE AT BASSICK HIGH SCHOOL LOCATED AT 1181 FAIRFIELD AVENUE TO RENOVATE AS NEW, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.

02-17 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH LESLIE ROSE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

03-17 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN CITY-OWNED PROPERTIES (5) BY AUCTION, SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS AND REQUEST TO ORDER A PUBLIC HEARING RELATIVE TO THE SAME, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

04-17 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED MEMORANDUM OF AGREEMENT REGARDING USE OF FEDERAL FISCAL YEAR 2016 STATE HOMELAND SECURITY GRANT FUNDING AND

CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 1, REFERRED TO CONTRACTS COMMITTEE.

05-17 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED MASTER POLE ATTACHMENT AGREEMENT FOR MUNICIPAL ATTACHMENTS WITH THE UNITED ILLUMINATING (UI) COMPANY AND FRONTIER COMMUNICATIONS, REFERRED TO CONTRACTS COMMITTEE.

08-17 A & B COMMUNICATION FROM OPM RE: PROPOSED BUDGET MODIFICATIONS TO THE FY 2017-2018 GENERAL FUND BUDGET: (A) APPROPRIATION INCREASE FOR THE BOARD OF EDUCATION LINE ITEM 01899000-56180 (\$25,708,035) AND INCREASE THE EDUCATION COST SHARING (ECS) REVENUE LINE ITEM 01863000-44520 (\$25,708,035) TO COMPLY WITH STATE MANDATED EDUCATION (MBR) AND (B) MOTOR VEHICLE MILL RATE CHANGE FROM 37.00 TO 39.00 MILLS, REVENUE INCREASE LINE ITEM 01040000-41693 (\$933,131) AND REVENUE DECREASE LINE ITEM 01040000-41346 (\$933,131) TO COMPLY WITH THE STATE ADOPTED BUDGET, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

**** COUNCIL MEMBER MCCARTHY SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER SPAIN MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING REFERRING THE COUNCIL RULES OF ORDER TO MISCELLANEOUS MATTERS FOR REVIEW.
** COUNCIL MEMBER MCCARTHY SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER SPAIN MOVED TO REFER THE COUNCIL RULES OF ORDER TO MISCELLANEOUS MATTERS FOR REVIEW.
** COUNCIL MEMBER MCCARTHY SECONDED.
** THE MOTION PASSED UNANIMOUSLY. (ITEM #09-17)**

ITEMS FOR IMMEDIATE CONSIDERATION:

06-17 Communication from City Attorney re: Executive Session to Discuss Pending Litigation with Eligio Rodriguez, David Ortiz and Joanna Rodriguez referred FOR IMMEDIATE CONSIDERATION.

07-17 Communication from City Attorney re: Executive Session to Discuss Pending Litigation with Carla DeAngelis, referred FOR IMMEDIATE CONSIDERATION.

Council Member McCarthy requested that Attorney Anastasi come forward and explain why these two items were being presented for immediate consideration. Attorney Anastasi explained

that these items were time sensitive because of the court deadlines involved. There would not be another full Council meeting before the deadlines.

**** COUNCIL MEMBER MCCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS TWO PENDING LEGAL ISSUES.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Newton asked why this was being done on the Council floor and not being referred to Committee. Attorney Anastasi explained that these items were time sensitive because of the court deadlines involved. There would not be another full Council meeting before the deadlines.

**** THE MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS TWO PENDING LEGAL ISSUES PASSED UNANIMOUSLY.**

Mayor Ganim left the meeting at 7:50 p.m.

The Council Members, City Attorney Meyer, Atty. Anastasi, Atty. Mitola, and Atty. Ouellette entered into Executive Session at 7:50 p.m. They returned to public session at 8:45 p.m.

Council President Nieves assumed the chairmanship and called the meeting back to order at 8:46 p.m.

**** COUNCIL MEMBER MCCARTHY MOVED TO SUSPEND THE RULES TO ADD AGENDA ITEM 06-17 COMMUNICATION FROM CITY ATTORNEY RE: EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION WITH ELIGIO RODRIGUEZ, DAVID ORTIZ AND JOANNA RODRIGUEZ FOR IMMEDIATE ACTION.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 06-17 BASED ON THE TIME SENSITIVE NATURE OF THE PENDING LITIGATION WITH ELIGIO RODRIGUEZ, DAVID ORTIZ AND JOANNA RODRIGUEZ FOR IMMEDIATE ACTION.**

**** COUNCIL MEMBER NESSAH SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED TO AUTHORIZE AND EMPOWER THE CITY ATTORNEY TO PROCEED IN ACCORDANCE AS PER EXECUTIVE SESSION DISCUSSION REGARDING THE PENDING LITIGATION WITH ELIGIO RODRIGUEZ, DAVID ORTIZ AND JOANNA RODRIGUEZ.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED TO SUSPEND THE RULES TO ADD AGENDA ITEM 07-17 COMMUNICATION FROM CITY ATTORNEY RE: EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION WITH CARLA DEANGELIS, REFERRED FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 07-17 BASED ON THE TIME SENSITIVE NATURE OF THE PENDING LITIGATION WITH CARLA DEANGELIS, REFERRED FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED TO AUTHORIZE AND EMPOWER THE CITY ATTORNEY TO PROCEED IN ACCORDANCE AS PER EXECUTIVE SESSION DISCUSSION REGARDING THE PENDING LITIGATION WITH CARLA DEANGELIS.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER BROWN MOVED TO ADJOURN.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 8:50 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Service

BOARD OF EDUCATION

ARESTA L. JOHNSON, Ed.D.
Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

HOWARD GARDNER

DENNIS BRADLEY

MARIA PEREIRA

BEN WALKER

ANNETTE SEGARRA-NEGRON

RAFAEL FONSECA JR.

MEMBERS OF THE BOARD

JOE LARCHEVEQUE
Chairperson

SAUDA EFIA BARAKA
Vice-Chairperson

JOHN R. WELDON
Secretary



"Changing Futures and Achieving Excellence Together"

COMM. #01-17 Ref'd to Education & Social Services Committee
On 12/04/2017

November 13, 2017

To Whom It May Concern,

The Board of Education requests that the enclosed resolutions be referred to the City Council Committee on Education and Social Services.

If you need additional information, please call.

Thank you for your cooperation.

Alan L. Wallack,
School Construction Coordinator
and Liaison

RECEIVED
CITY CLERKS OFFICE
17 NOV 13 AM 10:56
ATTEST
CITY CLERK

BOARD OF EDUCATION

ARESTA L. JOHNSON, Ed.D.
Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

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JOE LARCHEVEQUE
Chairperson

SAUDA EFIA BARAKA
Vice-Chairperson

JOHN R. WELDON
Secretary



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HOWARD GARDNER

DENNIS BRADLEY

MARIA PEREIRA

BEN WALKER

ANNETTE SEGARRA-NEGRON

RAFAEL FONSECA JR.

October 16, 2017

The Honorable City Council
c/o City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

Reference: Grant Application Authorizations for School Construction Work

Dear Honorable City Council Members:

The Board of Education respectfully requests that the City Council authorize the following school construction projects application for State grants and the initiation of design for:

Bassick High School – 1181 Fairfield Avenue, Bridgeport, CT 06605 – Renovate as New

Please forward this request to the Committee on Education and Social Services for their review at your earliest convenience. The resolution must read as below:

RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Renovate as New project at Bassick High School.

RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee with regard to the Renovate as New project at Bassick High School.

RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Renovate as New project at Bassick High School.

Sincerely,

Aresta L. Johnson
Superintendent of Schools

cc: Alan L. Wallack, School Construction Coordinator and Liaison
John K. Ricci, Director of Public Facilities

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
Russell D. Liskov
John R. Mitola
Lawrence A. Ouellette, Jr.
Ronald J. Pacacha
Lisa R. Trachtenburg
Tyisha S. Toms



ASSISTANT CITY ATTORNEYS
Tamara Titre
Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576-8252

COMM. #02-17 Ref'd to Miscellaneous Matters Committee
On 12/04/2017

November 13, 2017

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

Re: Proposed Settlement of Pending Litigation in the Matter of Leslie Rose v. P/O Lawlor, P/O Morales and P/O Cronin; Docket No. 3:13-cv-01694

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Leslie Rose	Police Misconduct	Gary A. Mastronardi, Esq. 211 State Street Bridgeport, CT 06604	\$50,000.00

Kindly place this matter on the agenda for the City Council meeting on December 4, 2017 for referral to the Miscellaneous Matters Committee. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Danielle Kripps, Paralegal



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM

Mayor
City Clerk
45 Lyons Terrace
Bridgeport, CT 06605

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

**COMM. #03-17 Ref'd to ECD& E Committee
On 12/04/2017**

November 16, 2017

Re: A Resolution Authorizing the Disposition of Certain City-Owned Properties by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations

Request for a Public Hearing Relative to the Same

Dear City Clerk:

Please find attached for your review and consideration a resolution authoring the disposition of City-owned properties please also find individual parcel locator maps and parcel data sheets for the Properties.

Disposition of City-Owned Parcels

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot	Recommendation
327	Carroll Avenue	Lot	633-28	Sell
347	Wilmot Avenue	House	634-48	Sell
220	Adams Street	Lot	611-22	Sell
780	Platt Street	Lot	2447-9	Sell
199	Fifth Street	Lot	738-23	Sell

Thank You.

Sincerely,

Max Perez
Director of Business Development

CC: Mayor Ganim
John Gomes, CAO
Thomas Gill, Director OPED
Atty. R. Liskov, City Attorney
B Coleman, Deputy Director

RECEIVED
CITY CLERKS OFFICE
17 NOV 16 PM 12:43
ATTEST
CITY CLERK

A Resolution Authorizing the Disposition of Certain City-Owned Properties by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations

WHEREAS, over time by foreclosure and other conveyances, property comes to the ownership of the City of Bridgeport, much of which is blighted and deteriorated or consists of vacant lots, both buildable and non-buildable;

WHEREAS, the Bridgeport City Council has the legal authority to approve the disposition of City-owned property; and

WHEREAS, the five-property listed in this resolution have been approved for disposition by the City Planning and Zoning Commission and subsequently by the City Hall Committee; and

WHEREAS, certain City-owned property are located between two abutting property owners and consist of small silvers or non-buildable lots such that the best strategy for disposing of such properties would be to transfer them to an abutting property owner for the highest offer available thereby adding value to the abutting property while adding to the City's tax base and decreasing the City's ongoing maintenance responsibilities; and

WHEREAS, certain City properties lend themselves to redevelopment for small scale infill housing development and affordable housing development, such as is constructed by various community-based housing development organizations; and

WHEREAS, certain City properties may be of such value that it would be in the City's financial interest to offer them at public auction to the highest responsible bidder;

NOW THEREFORE BE IT RESOLVED, that with respect to the following one property listed within this resolution, the Mayor and/or the Director of OPED or their Designee is authorized to sale, lease, transfer or otherwise dispose of said properties by any of the three following methods:

- 1) Public Auction to the Responsible Bidder
- 2) Direct Sale to an Abutter Making the Responsible Offer
- 3) Direct Sale to a Responsible Community Based Housing Development Corporation, provided such Corporation agrees to pay full taxes on such Property;

BE IT FURTHER RESOLVED that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot
327	Carroll Ave	lot	633-28
347	Wilmot Ave	Fire Damage	634-48
220	Adams Street	Lot	611-22
780	Platt Street	Lot	2447-9
199	Fifth Street	Lot	738-23

Attached please find individual parcel locator maps and parcel data sheets for all of these disposition parcels.

327 CARROLL AV #329

Location 327 CARROLL AV #329

Mblu 38/ 633/ 28/ 1

Acct# RS-0216200

Owner BRIDGEPORT CITY OF

Assessment \$16,800

Appraisal \$24,000

PID 4018

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$0	\$24,000	\$24,000
Assessment			
Valuation Year	Improvements	Land	Total
2016	\$0	\$16,800	\$16,800

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TERRACE
 BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 7535/ 5
Sale Date 06/25/2007
Instrument 25

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		7535/ 5	25	06/25/2007
STEPHANO LEWIS EST (EDNA G	\$0		0/ 0		

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent
Good:
Replacement Cost
Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land

Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\09\76\30.jpg>)

Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 921
Description Mun Lnd Res
Zone RBB
Neighborhood 1040
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 0.09
Frontage 0
Depth 0
Assessed Value \$16,800
Appraised Value \$24,000

Outbuildings

Outbuildings**Legend**

No Data for Outbuildings

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$0	\$24,000	\$24,000
2014	\$0	\$41,150	\$41,150
2013	\$0	\$41,150	\$41,150

Assessment			
Valuation Year	Improvements	Land	Total
2015	\$0	\$16,800	\$16,800
2014	\$0	\$28,810	\$28,810
2013	\$0	\$28,810	\$28,810

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Baldwin Pearson & Company, Inc.
10 Middle Street
Bridgeport, CT 06604
203-335-5117

April 3, 2017

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Re: Property: 347 Wilmot Ave # 349
Bridgeport, CT 06607
N/A

Opinion of Value: \$ 23,000
Effective Date: March 17, 2017

In accordance with your request, we have performed a curbside observation of the above referenced property. The Appraisal Report is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

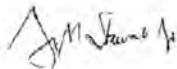
This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

This report is based on an Extraordinary Assumption that information provided to the appraisers in the research and development of the appraisal is accurate. If any of the information is found to be false, it may adversely impact our value conclusion. If this were the case, the appraisers reserve the right to amend any or all of this report after reviewing any information provided to determine its significance if any.

It has been a pleasure to assist you. Please do not hesitate to contact me at 203-335-5117, if we can be of additional service to you.

Sincerely,



George M. Shawah, Jr., MAI
License or Certification #: Certified General RCG 557
State: CT Expires: 4/30/2017
baldwinpearson@aol.com

347 WILMOT AV #349

Location 347 WILMOT AV #349

Mblu 38/ 634/ 48/ /

Acct# RF-0012500

Owner BRIDGEPORT CITY OF

Assessment \$108,160

Appraisal \$154,520

PID 4082

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$126,260	\$28,260	\$154,520
Assessment			
Valuation Year	Improvements	Land	Total
2016	\$88,380	\$19,780	\$108,160

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TERRACE
 BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 9483/ 225
Sale Date 08/16/2016
Instrument 15

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		9483/ 225	15	08/16/2016
KIRBY WILLIAM	\$50,000		8611/ 261	25	05/29/2012
C G DEVELOPERS LLC	\$0		8032/ 204	25	06/04/2009
GREENFIELD SHARON	\$0		5971/ 1		08/16/2004
GREENFIELD SHARON	\$6,750		5668/ 248		01/30/2004

Building Information

Building 1 : Section 1

Year Built: 1900
Living Area: 3,273
Replacement Cost: \$242,805
Building Percent 52
Good:
Replacement Cost
Less Depreciation: \$126,260

Building Photo

Building Attributes

Field	Description
Style	Two Family
Model	Multi-Family
Grade:	C
Stories:	2.5
Occupancy:	2
Exterior Wall 1:	Aluminum Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Hardwood
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	12
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	0
	NEHD 10-2 Farm



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\100\10\13\30.jpg>)

Building Layout



Building Sub-Areas (sq ft)		Legend	
Code	Description	Gross Area	Living Area
BAS	First Floor	1,190	1,190
FUS	Finished Upper Story	1,190	1,190
EAF	Fin Expansion Attic	1,190	893
BSM	Basement	1,190	0
FOP	Open Porch	92	0
UEP	Utility Enclosed Porch	132	0
UST	Unfinished Utility Storage	25	0
		5,009	3,273

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 915

Land Line Valuation

Size (Acres) 0.20

Description Mun Res Bldg Mdl 03
Zone RBB
Neighborhood 1040
Alt Land Appr No
Category

Frontage 0
Depth 1
Assessed Value \$19,780
Appraised Value \$28,260

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$118,060	\$28,260	\$146,320
2014	\$192,320	\$32,960	\$225,280
2013	\$192,320	\$32,960	\$225,280

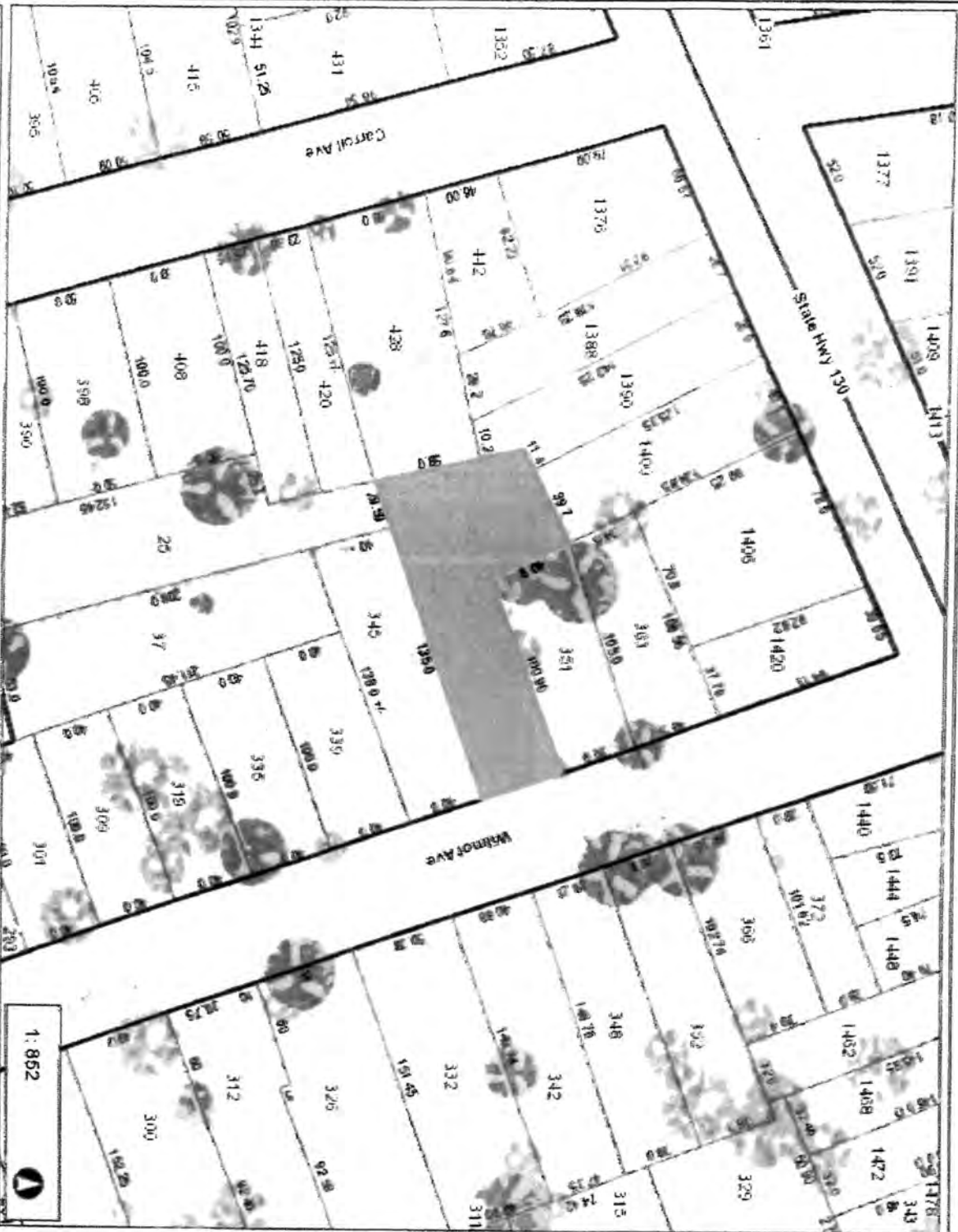
Assessment			
Valuation Year	Improvements	Land	Total
2015	\$82,640	\$19,780	\$102,420
2014	\$134,620	\$23,070	\$157,690
2013	\$134,620	\$23,070	\$157,690

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City of Bridgeport

My Map



141.9 0 70.97 141.9 Feet

1:852

WGS_1984 Web_Mercator_Auxiliary_Sphere
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Legend

- Parcels
- Streetname
- Roadways
- Local
- Collector
- Minor Collector
- Minor Arterial
- Major Collector
- PA Other
- PA Other Expwy
- PA Interstate



Baldwin Pearson & Company, Inc.
10 Middle Street
Bridgeport, CT 06604
203-335-5117

March 17, 2017

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Re: Property: 220 Adams Street #222
Bridgeport, CT 06607
Borrower: N/A
File No.: N/A

Opinion of Value: \$ 8,500
Effective Date: March 17, 2017

In accordance with your request, we have performed a curbside observation of the above referenced property. The Appraisal Report is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

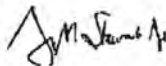
This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

This report is based on an Extraordinary Assumption that information provided to the appraisers in the research and development of the appraisal is accurate. The appraisers have used the representations of Max Perez of the City of Bridgeport regarding the cost of demolition of other properties similar to the subject along with other information to determine the cost of the demolition of the subject. If any of the information is found to be false, it may adversely impact our value conclusion. If this were the case, the appraisers reserve the right to amend any or all of this report after reviewing any information provided to determine its significance.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



George M. Shawah, Jr., MAI
License or Certification #: Certified General RCG 557
State: CT Expires: 4/30/2017
baldwinpearson@aol.com

Style	Three Family
Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplaces:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Bsmt Garages:	



(http://images.vgsi.com/photos/BridgeportCTPhotos/\00\10\08\85.jpg)

Building Layout

Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code	921
Description	Mun Lnd Res
Zone	RBB
Neighborhood	1040
Alt Land Appr Category	No

Land Line Valuation

Size (Acres)	0.08
Frontage	0
Depth	0
Assessed Value	\$16,320
Appraised Value	\$23,320

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$0	\$23,320	\$23,320
2014	\$0	\$39,980	\$39,980
2013	\$159,790	\$39,980	\$199,770

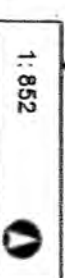
Assessment			
Valuation Year	Improvements	Land	Total
2015	\$0	\$16,320	\$16,320
2014	\$0	\$27,990	\$27,990
2013	\$111,850	\$27,990	\$139,840

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City of Bridgeport

My Map



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 THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



Baldwin Pearson & Company, Inc.
10 Middle Street
Bridgeport, CT 06604
203-335-5117

June 19, 2017

City of Bridgeport
999 Broad Street,
Bridgeport, CT 06604

Re: Property: 780 Platt St
Bridgeport, CT 06606
Client: City of Bridgeport/Max Perez
File No.: N/A

Opinion of Value: \$ 12,000
Effective Date: June 8, 2017

In accordance with your request, we have performed a curbside observation of the above referenced property. The Appraisal Report is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

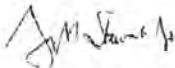
This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

This report is based on an Extraordinary Assumption that information provided to the appraisers in the research and development of the appraisal is accurate. If any of the information is found to be false, it may adversely impact our value conclusion. If this were the case, the appraisers reserve the right to amend any or all of this report after reviewing any information provided to determine its significance.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



George M. Shawah, Jr., MAI
State of Connecticut
License or Certification #: Certified General RCG 557
State: CT Expires: 4/30/2018
baldwinpearson@aol.com

780 PLATT ST

Location 780 PLATT ST

Mblu 74/ 2447/ 9/ /

Acct# RI-0012900

Owner BRIDGEPORT CITY OF

Assessment \$40,150

Appraisal \$57,360

PID 26957

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$0	\$57,360	\$57,360

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$0	\$40,150	\$40,150

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TERRACE
 BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 7323/ 220
Sale Date 01/08/2007
Instrument 14

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		7323/ 220	14	01/08/2007
ISAAC M MCDONALD JR	\$0		1336/ 409		05/23/1966

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent
Good:
Replacement Cost
Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land

Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\02\76\86.JPG>)

Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 921
Description Mun Lnd Res
Zone RA
Neighborhood 1240
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 0.10
Frontage 0
Depth 0
Assessed Value \$40,150
Appraised Value \$57,360

Outbuildings

--

Outbuildings**Legend**

No Data for Outbuildings

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$0	\$57,360	\$57,360
2014	\$0	\$57,840	\$57,840
2013	\$0	\$57,840	\$57,840

Assessment			
Valuation Year	Improvements	Land	Total
2015	\$0	\$40,150	\$40,150
2014	\$0	\$40,490	\$40,490
2013	\$0	\$40,490	\$40,490

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141.9 0 70.97 141.9 Feet

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1:852



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Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	
.	



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\09\75\30.jpg>)

Building Layout

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code	921
Description	Mun Lnd Res
Zone	IHI
Neighborhood	1040
Alt Land Appr Category	No

Land Line Valuation

Size (Acres)	0.09
Frontage	0
Depth	0
Assessed Value	\$13,810
Appraised Value	\$19,730

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$0	\$19,730	\$19,730
2015	\$0	\$19,730	\$19,730
2014	\$0	\$33,830	\$33,830

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$0	\$13,810	\$13,810
2015	\$0	\$13,810	\$13,810
2014	\$0	\$23,680	\$23,680

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City of Bridgeport

My Map



141.9
0
70.97
141.9 Feet

MGS_1984_Web_Mercator_Auxiliary_Sphere
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1:852



Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



METROCOG
Metropolitan Council of Governments

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Eroll V. Skyers
Tamara J. Titre

OF COUNSEL
Russell Liskov
Ronald J. Pacacha

Telephone (203) 576-7647
Facsimile (203) 576-8252

November 29, 2017

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

Re: Referrals to Contracts Committee: (1) OEMHS Homeland Security Grant MOA and Master Pole Attachment Agreement with UI and Frontier Communications

Dear Honorable Councilpersons:

Kindly place the above-referenced matters on the Agenda for the City Council meeting of Monday, December 5, 2017 **FOR REFERRAL TO THE CONTRACTS COMMITTEE.**

Representatives from the City Attorney's Office will appear before the Contracts Committee to present these items along with Emergency Management Dir. Scott Appleby and City Engineer Jon Urquidi, respectively for the two items.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Atty.
Daniel Shamus, Chief of Staff
Kimberly Staley, CAO
Scott Appleby, Emergency Mgmt. Dir.
Jon Urquidi, City Engineer

RECEIVED
CITY CLERKS OFFICE
NOV 29 PM 4:24
ATTORNEY
CITY CLERK



**FFY 2016 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 1 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1. Instructions for: CITY OF BRIDGEPORT

Received by: Scott Appleby, CEM

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2016 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Karen Cammarota, City of Stamford, 888 Washington Blvd., Stamford, CT 06901

2. Instructions for the City of Stamford

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 1 REPT Chair has signed and dated the agreement.
- The Region 1 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 11, 2017

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2016 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 1

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of CITY OF BRIDGEPORT, the City of Stamford (Fiduciary) and the Region 1 Regional Emergency Planning Team (Region 1 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2016 State Homeland Security Grant Program (SHSGP), Award No. EMW-2016-SS-00091. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2016 SHSGP in the total amount of \$1,668,969 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 1, including CITY OF BRIDGEPORT – has created, and established bylaws for, the Region 1 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 1.
6. CITY OF BRIDGEPORT is eligible to participate in those Federal Fiscal Year 2016 SHSGP regional allocations made through the Region 1 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$45,000 for the regional bomb squad) for Region 1, which will be made available to the jurisdictions in Region 1 in the manner recommended by the Region 1 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and CITY OF BRIDGEPORT enter into Part I of this MOA authorizing the SAA to act as the agent of CITY OF BRIDGEPORT and allowing the SAA to retain and administer grant funds provided under 2016 SHSGP for the seven regional set-aside projects listed above, and also for The City of Stamford to provide the financial and programmatic oversight described below.

C. SAA and CITY OF BRIDGEPORT Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,668,969 in furtherance of the seven regional set-aside projects listed above.

CITY OF BRIDGEPORT agrees to allow the SAA to provide financial and programmatic oversight of the \$1,668,969 for the purpose of supporting the allocations and uses of funds under the

2016 SHSGP consistent with the 2016 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. CITY OF BRIDGEPORT agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. City of Stamford and CITY OF BRIDGEPORT Responsibilities.

CITY OF BRIDGEPORT also agrees to allow the City of Stamford to provide financial and programmatic oversight of the Federal Fiscal Year 2016 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (an additional \$45,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 1 and recommended through the Region 1 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 1 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of CITY OF BRIDGEPORT, the City of Stamford (Fiduciary), and the DEMHS Region 1 Regional Emergency Planning Team (Region 1 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. CITY OF BRIDGEPORT has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of CITY OF BRIDGEPORT, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that CITY OF BRIDGEPORT may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2016 grant funds, as approved by the Region 1 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 1 REPT.
5. The Region 1 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The City of Stamford (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 1 for Federal Fiscal Year 2016.

B. Purpose.

DESPP/DEMHS, the Region 1 REPT, City of Stamford (Fiduciary), and CITY OF BRIDGEPORT enter into Part II of this MOA regarding asset(s) for which CITY OF BRIDGEPORT agrees to be the custodial owner, and which are described in the approved 2016 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and City of Stamford (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to City of Stamford which, as the Region 1 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in CITY OF BRIDGEPORT may be made after the execution of this agreement and that Appendix A shall be completed accordingly. CITY OF BRIDGEPORT agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 1 REPT, and the Chief Executive Officer, or his/her designee, of CITY OF BRIDGEPORT.

4. Responsibilities of Custodial Owner

CITY OF BRIDGEPORT understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, CITY OF BRIDGEPORT agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of CITY OF BRIDGEPORT's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by CITY OF BRIDGEPORT shall conform to the manufacturer's recommendations. If appropriate, CITY OF BRIDGEPORT shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of CITY OF BRIDGEPORT performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 1 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), CITY OF BRIDGEPORT is furthering regional collaboration and mutual aid on behalf of all of the members of Region 1.

6. Assignment of Asset(s).

If CITY OF BRIDGEPORT does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of CITY OF BRIDGEPORT is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving CITY OF BRIDGEPORT written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until CITY OF BRIDGEPORT, through the Region 1 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Audit Compliance.

If CITY OF BRIDGEPORT through the Region 1 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then CITY OF BRIDGEPORT must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. CITY OF BRIDGEPORT agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

CITY OF BRIDGEPORT commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract 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 non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. CITY OF BRIDGEPORT agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, 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 such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by 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. Sect. 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" 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 the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town 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 Town 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 Town that such disability prevents performance of the work involved; the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town 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 Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor

union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for <u>CITY OF BRIDGEPORT</u> (Please fill in the following fields)	
Name & Title: Scott Appleby, CEM Director OEM ₊	
Address: 581 North Washington Avenue	
Email Address: scott.appleby@bridgeportct.gov	Phone: 203-579-3822
	Fax:

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or CITY OF BRIDGEPORT. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE CITY OF BRIDGEPORT

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: Joseph P Ganim Mayor

THE CITY OF STAMFORD

By: _____ Date: _____
 Its Chief Executed
 Officer Duly
 Authorized
 Typed Name _____

MOA THE REGION 1 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By:

Date:

William P. Shea
Duly Authorized

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSISTANT CITY ATTORNEYS
Eroll V. Skyers
Tamara J. Titre

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



OF COUNSEL
Russell Liskov
Ronald J. Pacacha

Telephone (203) 576-7647
Facsimile (203) 576- 8252

November 29, 2017

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

Re: Referrals to Contracts Committee: (1) OEMHS Homeland Security Grant MOA and Master Pole Attachment Agreement with UI and Frontier Communications

Dear Honorable Councilpersons:

Kindly place the above-referenced matters on the Agenda for the City Council meeting of Monday, December 5, 2017 **FOR REFERRAL TO THE CONTRACTS COMMITTEE.**

Representatives from the City Attorney's Office will appear before the Contracts Committee to present these items along with Emergency Management Dir. Scott Appleby and City Engineer Jon Urquidi, respectively for the two items.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Atty.
Daniel Shamus, Chief of Staff
Kimberly Staley, CAO
Scott Appleby, Emergency Mgmt. Dir.
Jon Urquidi, City Engineer

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**MASTER POLE ATTACHMENT AGREEMENT
FOR MUNICIPAL ATTACHMENTS
BETWEEN
THE UNITED ILLUMINATING COMPANY
AND THE CITY OF BRIDGEPORT**

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THIS AGREEMENT, is made as of _____, by and between **The United Illuminating Company**, a corporation specially chartered by the General Assembly of the State of Connecticut having its principal office at 180 Marsh Hill Road, Orange, Connecticut (hereinafter called "**Owner**"), and **THE CITY OF BRIDGEPORT**, ("Municipality") Owner and Municipality may also be collectively referred to herein as the "Parties" or singularly as a "Party."

WITNESSETH:

WHEREAS, Connecticut General Statutes Section 16-247 has encouraged the shared use of existing facilities where possible; and

WHEREAS, Connecticut General Statute Section 16-233 and the May 17, 2000 Department of Public Utility Control decision in Docket No. 99-03-25RE01 provide each Connecticut municipality with the legal right to attach equipment to "one gain upon each public utility pole," and

WHEREAS, this Agreement governs the terms and conditions under which Owner agrees to allow Municipality to attach certain specific Facilities (as defined in Article II) to Owner's Utility Poles located in Municipality; and

WHEREAS, the Owner is conforming to Conn. Gen. Stat § 16-233 regarding Municipal Gain rights (as defined below) for the Municipality, pursuant to applicable federal, state and local law and the terms of this Agreement, to attach its Facilities (as said term is defined in Article II) to such Poles; and

WHEREAS, this Agreement governs the Municipality's use of its Municipal Gain to develop, construct and otherwise maintain a private wire-based telecommunications network for the internal use of the Municipality in accordance with applicable federal, state and local law and the terms of this Agreement; and

WHEREAS, Capitalized terms used herein have the meaning assigned to such terms in Article II; and

WHEREAS, Owner is willing to grant limited and restricted rights to the Municipality pursuant to applicable federal, state and local law and the terms of this Agreement for Municipality to attach its Facilities (as defined below) to such Poles provided such Attachments will not and do not adversely affect the public service responsibilities or other public utility operations of Owner and provided that Owner is reimbursed for its costs and protected from all liability that may arise therefrom;

NOW THEREFORE, in consideration of the mutual covenants, and terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

ARTICLE I - SCOPE

Subject to the provisions of this Agreement, Owner will provide Municipality space for the attachment of Municipality's equipment and Facilities to Poles within the public right-of-way area included in Municipality's application. The Municipality understands that Owner and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Owner and Other Owners, the Municipality shall be responsible for complying with (i) this Agreement and (ii) the terms, conditions, policies, procedures and agreements of such Other Owners.

ARTICLE II - DEFINITIONS

1. Anchor
A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a Guy Strand(s) (as defined below).
2. Approved Overlashing Techniques
Has the meaning provided in Article IV, Section 3(A) hereof.
3. Appurtenance
Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, conduit, power supplies).
4. Attachment or Pole Attachment
 - A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Owner on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole, which has been approved by Owner pursuant to the terms of this Agreement or authorized by PURA.
 - B. Two (2) or more Suspension Strands (as defined below) attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable. For illustrative purposes, the construction techniques shown in Exhibit F, Page 1 and Exhibit F, Page 2 constitute two Attachments; and the construction technique shown in Exhibit F, Page 3 hereto constitutes one Attachment.
 - C. Hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy.
5. Cable
Copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.
6. Communication Gain
That portion of utility poles below the "safety space" as designated by the National Electric Safety Code.
7. Days
For purposes of this Agreement, all references to Days shall be to calendar days.
8. Facilities or Municipality's Facilities

The Cables and all associated equipment, hardware, Attachments, Overlashings and Appurtenances of Municipality (i) which Owner has authorized to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) which have been installed for the sole use of the Municipality for any lawful purpose. The singular term for Facilities is "Facility."

9. Guy Strand

A metal cable (Facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

10. Law

Any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, Rules (as defined below), tariffs, policies, procedures and regulations of the Connecticut Public Utility Regulatory Authority ("PURA") or its predecessor(s) and successor(s) ("DPUC") and Connecticut General Statutes § 16-233, including but not limited to PURA's January 12, 2000 decision in Docket No. 99-03-25 concerning municipal use of poles and conduits, PURA's September 29, 2004 decision in Docket No. 03-03-07 concerning public utility structures and poles within municipal rights of way, PURA's April 30, 2008 decision in Docket No. 07-02-13 concerning the pole attachment make-ready process, PURA's October 8, 2014 decision in Docket No. 11-03-07 concerning the appointment of a third party statewide utility pole administrator. All references herein to said DPUC decisions include all amendments, supplements and clarifications thereto resulting from DPUC decisions and/or from DPUC-monitored working groups.

11. Make-Ready Work (Initial/Additional)

All work performed by Owner and/or Frontier, including but not limited to, rearrangements and/or transfers of existing facilities, replacement of a Pole or any other work required to accommodate the attachment of Municipality's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Municipality's attachments shall be referred to as "additional Make-Ready Work."

12. Municipal Gain

A single position within the communications gain on a Pole reserved for municipal or Department of Transportation use in accordance with the terms of Connecticut General Statutes § 16-233 and the conditions detailed in applicable Law, including but not limited to, all applicable tariffs, regulations and orders of the PURA.

13. Municipality

The person, corporation or other legal entity authorized by the Owner under this Agreement to attach its Facilities to Poles and the Party responsible for compliance with applicable Law and Owner's rules, tariffs, policies, procedures and regulations regarding such accommodations. The term "Municipality" shall be construed to include a municipal Board of Education, public school department, regional school district which provides education or fire district for the Municipality.

14. Non-Conforming Construction/Shifting Fee

Has the meaning provided in Article VIII of this Agreement.

15. Other Licensees

Any person, corporation, or other legal entity, other than the Municipality herein, to whom Owner and/or Frontier Communications has or hereafter shall extend an authorization to attach Facilities to a Pole.

16. Other Owners

Frontier Communications or its successors and assigns that has joint ownership of Poles with Owner and/or those telephone companies that have authorized Owner to license attachment of Facilities and Appurtenances on such telephone companies' Poles or jointly owned Poles.

17. Overlashing

A construction method that allows the Municipality to utilize existing Suspension Strand and Cable to place an additional Cable for its own use and that increases the weight or diameter of the existing Suspension Strand and Cable bundle. Lashing of cables performed to respond to emergencies shall not be deemed to constitute Overlashing governed by this Agreement.

18. Owner

The United Illuminating Company and its successors and assigns.

19. Periodic Inspection

Inspections conducted by Owner on portions of Municipality's Facilities, to determine that Attachments and Overlashings are authorized and that Attachments are maintained in conformance with this Agreement.

20. Pole or Utility Pole

A pole solely owned or jointly owned by Owner and/or by an Other Owner and used to support Owner's facilities, as well as the facilities of an Other Owner, Municipality and/or Other Licensees.

21. Post-Construction Inspection

The work operations and functions performed by Owner to measure and/or visually observe Municipality's Attachments, Overlashings and/or Facilities within forty-five Days after completion of the construction of such Attachments, Overlashings and/or Facilities, to determine that all Attachments, Overlashings and/or Facilities have been authorized and constructed in conformance with the standards required by this Agreement.

22. Pre-Construction Survey

The work operations and functions performed by Owner to process Municipality's application for Pole Attachments to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Pre-Construction Survey: (i) field inspection of the existing facilities, and (ii) administrative effort required to process the application and prepare the Make-Ready Work order.

23. Riser Conduit

Any plastic or steel rigid or flexible enclosed raceway run vertically up a pole to support and/or protect Cable.

24. Suspension Strand (messenger cable)

A metal cable attached to a Pole and used to support facilities.

25. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

26. Unauthorized or Non-Conforming Attachment

Any attachment or Overlashing that is made prior to the Owner giving authorization to the Municipality to install the attachment and/or Overlashing.

ARTICLE III - PERMITS AND CONSENTS

I. Permits and Consents

- A. The Poles covered by this Agreement shall be only such Poles, within the public right-of-way area defined by Municipality's application(s), as may be amended, which are owned in whole or in part by Owner. Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public [U]tility [P]ole" in accordance with applicable Law. Municipality shall be responsible for obtaining from Other Owners, private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise, which is required by applicable Law to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Municipality seeks to attach its Facilities. The Owner does not warrant the validity or apportionability of any rights it may hold to place Facilities in the public right-of-way and on private property. This Agreement is made with the Municipality on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties, if any; Owner makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Municipality under this Agreement.
- B. Poles are used and continue to be used primarily for the Owner's present and future purposes and for the present and future purposes of Other Owners; provided, however, Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public utility [P]ole." Any licenses for Attachments and/or Facilities under this Agreement are personal to Municipality and are not for use by any entity other than Municipality for its own business purposes unless otherwise agreed to in writing by Owner.
- C. Municipality understands and agrees that Owner is a public service company whose operations are governed by, among other things, Connecticut statutes and regulations as well as directives, requirements, regulations and orders of PURA ("Rules"). Accordingly, all of the terms and conditions contained in this Agreement are subject and secondary to Owner's obligations as a public service company as well as any and all obligations, restrictions, or conditions that are placed upon Owner in connection with such Rules. In the event of a conflict between Owner's obligations under this Agreement and Owner's obligations as a public service company, including but not limited to complying with the Rules, Owner's public service obligations and the Rules shall prevail and govern.

2. Requirement to Construct and Maintain a Pole and Anchor

Nothing contained herein shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for Owner's own service requirements. In the event that Owner abandons any Pole to which Municipality's Facilities are attached, Owner will provide Municipality notice of such abandonment.

ARTICLE IV - PROCEDURES

1. Application for Authorization

- A. Owner agrees with Municipality to provide space on an "AS IS" basis to allow attachment of its Facilities to any Poles, within its municipal boundaries, for which Owner has the power and privilege of granting licenses within Owner's operating territory in the State of Connecticut in accordance with all applicable Law.
- B. Whenever the Municipality wishes a license to attach its Attachments and Facilities to any Poles, it shall make an application electronically using the Licensor's designated software or on the forms provided as Exhibits A and B to this Agreement. The forms in Exhibits A and B should only be used if the electronic system is inapplicable or unavailable. The Municipality shall specify the location of the Pole or Poles involved and shall specify what Attachments and Facilities it wishes to attach to each Pole. Municipality must receive authorization from Owner prior to commencing any attachment work. Municipality shall furnish Owner with such engineering data as requested by Owner including the type of services carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges. Municipality shall file applications for such authorizations in blocks of 400 Poles or fewer in a continuous run. If multiple applications are filed at one time, Municipality shall designate a desired priority.
- C. Owner shall process applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first come first serve basis and in accordance with PURA's April 30, 2008 decision in Docket No. 07-02-13 and applicable Law. Owner shall be under no obligation to grant any authorization, or if an authorization has already been granted, may cancel any such authorization with sixty (60) Days' written notice, if in Owner's judgment reasonably exercised the grant (i) would be or is in non-compliance with applicable Law or the requirements and specifications as denoted in Article IV, Section 5, or (ii) in instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.
 - i. Subject to the good faith dispute provision in Article IX, Section 13, Owner shall be under no obligation to grant or continue any license for an Attachment, Overlapping or Facility if Municipality has any outstanding and overdue payments owing to Owner under this Agreement.
 - ii. In accordance with the PURA's April 30, 2008 decision in Docket No. 07-02-13, Owner shall have forty-five (45) Days to prepare an estimate of the Make-Ready

Work that is necessary to process Municipality's Pole Attachment application from (i) Owner's receipt of a completed Pole Attachment application and all required application fees from Municipality and (ii) Municipality's satisfaction of the applicable provisions in this Agreement.

2. Process Governing Proposed Overlashing by Municipality

Municipality shall be entitled to Overlash if it complies with the requirements of Exhibit G hereto, uses an Overlashing technique that is consistent with the Overlashing techniques shown in Exhibit G hereto and the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251 ("Approved Overlashing Techniques") after providing at least fourteen (14) Days prior written notice thereof to Owner (the "Notice Period"); and at the end of the Notice Period Municipality shall be entitled to Overlash to such Attachments unless (prior to the expiration of the Notice Period) Owner has identified a safety, engineering or Pole loading concern with Municipality's proposal, in which case the proposed Overlash shall be placed on hold until Owner's concern is addressed, but if Owner concern is not addressed then the proposed Overlash shall be placed on hold pending the results of the dispute resolution process in Article IX, Section 13 hereof. Each written notice from Municipality seeking to Overlash shall (i) identify the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) a diagram or drawing of the Overlashing technique to be utilized and a signed certification from the Municipality that the Overlashing technique is an Approved Overlashing Technique, (iii) the weight and dimensions of each Cable sought to be Overlashed onto existing Attachments, (iv) calculations showing the messenger will not exceed 60% of the loading in accord with NESC Rule 251, (v) results of pole loading calculations for each pole on which the new Overlash will be installed, (vi) verification that all existing Cables onto which Cables, Attachments, and/or Facilities are be Overlashed are active in service Cables, and (iv) such other technical information as Owner may reasonably request after Owner has received and reviewed Municipality's notice of proposed Overlashing. If all of the information in i-vii above is not submitted as part of the Overlash notice or if make ready work is required to accommodate the proposed Overlashing, the Overlashing will need to follow the normal wire attachment application process including timeframes and fees. Overlashing performed without prior notice to Owner shall be considered an unauthorized Attachment. Overlashing performed after the effective date of this Agreement without complying with the requirements of this Agreement shall be subject to the Unauthorized Attachment/Un-noticed Overlashing Fee described in Article IV, Section 9. No overlashing can be installed over existing Facilities that are no longer active or in service.

3. Service Drops

Cable run from a single Pole to a customer premise is not required to follow the normal application process if the installation meets the following criteria (i) the Cable is not going Pole to Pole, (ii) the Pole from which the Cable is initiating has an existing attachment to which the Cable will be spliced/connected, (iii) the Cable is self-supporting and less than 1/2" in diameter, (iv) the length of the Cable run is less than 150 feet, (v) the Cable is not connected to the Pole with a through bolt, (vi) there are not more than two existing service drops from the Pole to the premises, and (vii) all clearances in NESC Section 23 are met. If

all these conditions are not met, the service drop will need to follow the normal wire attachment application process including timeframes and fees.

4. Riser Conduit

All Poles to which Riser Conduit is to be attached shall be identified as part of the Municipality's attachment application. The Owner will approve the conduit location, or if the Owner determines the conduit cannot be located on the proposed Pole, the Owner will propose to the Municipality an alternative location. Municipality shall not trench to or install any conduit to a Pole until approval has been given by Owner.

5. Standards & Specifications for Attachments, Facilities and Overlashing

A. Technical Standards Governing Municipality's Attachments, Overlashings and Facilities. Municipality's Attachments, Overlashings and Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), PURA and the Department of Energy and Environmental Protection (DEEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Municipality's activities and Municipality's Attachments, Overlashings and Facilities shall also comply with Owner's standards, polices, practices and procedures governing pole attachments, including Owner's safety, reliability, construction and engineering requirements, which may be updated from time to time and are included by reference herein and shall be applied on a non-discriminatory basis. Where a difference in specification may exist, the more stringent shall apply. Municipality's Attachments, Overlashings and Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Owner, Other Owners or other Municipalities. Municipality shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of Overlashing performed in accordance with the terms of this Agreement.

B. Additional Standards Governing Attachments, Facilities and Overlashings

- i. Municipality shall exercise all necessary precautions to avoid damage to Facilities of Owner, Other Owners, Other Municipality's and of others occupying space on said Poles, and hereby assumes all responsibility for any and all loss from damage caused by Municipality. The Municipality shall make an immediate report to Owner of the occurrence of any damage and, within 90 days of Municipality's receipt of a request for reimbursement, Municipality hereby agrees to reimburse Owner, Other Owners and/or Other Municipality's, as applicable, for any damage caused by Municipality.
- ii. Except in cases of emergency, Municipality shall not at any time make any additions to, or changes in, the location of its Attachments, Overlashings and/or Facilities covered by this Agreement without the prior written consent of Owner.

Where additions or changes are made without prior written consent and consent is otherwise required by this Agreement, permission shall be subsequently requested and confirmed in writing.

- iii. Municipality shall place a color coded (as determined by Owner) label designating its ownership of any Facilities at each Pole. Such label must be recognizable by Owner from ground level. If Municipality had existing licensed Facilities pursuant to a former agreement with Owner and/or any Other Owner, Municipality shall label such existing Facilities. For all Facilities made or installed by Municipality after the Effective Date of this Agreement, the placement of such labels shall be made by Municipality at the time each such post-Effective Date attachment or installation is made by Municipality; and with respect to those Facilities installed by Municipality prior to the Effective Date of this Agreement, the placement of such labels shall be made by Municipality in the ordinary course of work by Municipality on Poles containing such pre-Effective Date installations.

6. Pre-Construction Surveys and Make-Ready Work

- A. A Pre-Construction Survey will be required for each Pole for which attachment is requested to determine the adequacy of the Pole to accommodate Municipality's Facilities, provided that a Pre-Construction Survey is not required for Approved Overlashing Techniques. The field inspection will be performed by representatives of Owner with optional participation by Other Owner(s), Other Licensees and the Municipality. Owner shall use commercially reasonable efforts to provide advance notice to allow such optional participation.
- B. In the event the Owner determines that a Pole to which Municipality desires to make Attachment(s), Overlashing(s) and/or attach Facility(ies) is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Municipality's proposed Attachment(s), Overlashing(s) and/or Facility(ies), the Owner will inform Municipality in writing of the cost of the required Make-Ready Work. Charges for Make-Ready Work shall be as specified in Article VIII, Rates and Charges. Additionally, any costs directly related to the construction and installation of the new Pole, the removal and disposal of the prior Pole, and any other charges and costs incurred by the Other Owners, shall be considered additional Make-Ready Work charges. Notwithstanding the foregoing provisions, if a Pole replacement or Make-Ready work is necessary to accommodate Municipality's proposed Attachment, Overlashing and/or Facilities to a Pole, then Municipality shall not be charged for the Make-Ready cost associated with such Pole replacement if, and only if, each of the following three conditions are satisfied: (i) Owner owns the Pole or is the designated custodian of said Pole per Owner's agreement with an Other Owner, (ii) the Pole onto which Municipality wants to attach its Attachment, Overlashing or Facilities was installed by Owner after October 1, 1994 (which is the effective date of an amendment to Conn. Gen. Stat. Section 16-233 that provides Municipality with access to one 12-inch gain on a Pole) (iii) when such Pole was installed by Owner after October 1, 1994, one 12-inch gain space on the Pole was not reserved for the Municipality.
- C. Owner shall specify the point of attachment on each of the Poles to be occupied by Municipality's Attachments and Facilities. Where multiple Attachments and Facilities

are involved from the Municipality and other third parties seeking to attach to Poles, the Owner will attempt, to the extent practical, to designate the same relative position on each Pole for each of Municipality's Attachments and Facilities.

- D. Municipality shall have forty-five (45) Days from the receipt of written notification from Owner of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if Owner receives a request from an Other Licensee for an authorization to attach to a Pole for which a written notification of Make-Ready Work costs has been sent to Municipality, then Municipality must accept the Make-Ready Work costs, within fifteen (30) Days after receipt of notification from Owner of the other attachment request or by the end of the forty-five (45) Day period, whichever period of time is shorter.
- E. In accordance with the DPUC's April 30, 2008 decision in Docket No. 07-02-13, Owner shall have forty-five (45) Days from (i) Owner's receipt of full payment of the charges for Make-Ready Work, and (ii) Municipality's satisfaction of the applicable provisions in this Agreement to complete Owner's Make-Ready Work that is necessary to process Municipality's Pole Attachment application. However, if any Other Owner or any third party must perform make-ready work in order to accommodate Municipality's proposed Pole Attachment, then (i) Owner shall use commercially reasonable efforts to coordinate Owner's Make-Ready Work with the make-ready work of such other entities so that such other entities have sufficient time within said forty-five (45)-Day period to perform their respective make-ready work and (ii) Owner is not responsible for any delays in the performance of Owner's Make-Ready Work if such delays are attributable to the failure of Other Owner(s) and/or any third party to timely perform shift or perform make-ready work on the facilities of such Other Owner(s) and/or third party(ies). The DPUC's April 30, 2008 decision in Docket No. 07-02-13 extends such forty-five (45)-Day period by an additional 35 days if any Pole replacement is required to facilitate Municipality's proposed Pole Attachment. Page 19 of the DPUC's April 30, 2008 decision in Docket No. 07-02-13 further extends such forty-five (45)-Day period (or eighty (80) day period) in the event "special situations ... (e.g., inclement weather and emergency situations)" exist. For small job applications as identified by the DPUC Order in Docket No. 07-02-13, Owner and Municipality shall follow the procedure, if any, approved by the working group process arising out of DPUC Docket No. 07-02-13 or another DPUC docket.
- F. If the Owner, or Other Owner, requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications would not be necessary except for the Municipality's Attachment and/or Facilities, subject to Article IV Section 7, such modifications shall be additional Make-Ready Work and the Municipality shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. Subject to Article IV, Section 6, additional Make-Ready Work necessitated by changes in the electric or communication utility needs of Owner or an Other Owner will be billable to Municipality when necessitated in addition to the presence of Municipality Facilities.
- G. Upon notice from Owner, Municipality shall promptly perform (within the time period specified by Owner) any ake-ready work necessary on Municipality's Attachments, Overlashings and/or Facilities to accommodate an Other Licensee's attachment to a

Pole and each such Other Licensee shall pay all costs for such make-ready work, provided, however, that Municipality is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Municipality to perform said make-ready work. Owner shall not be liable for any such expense. If Municipality fails to perform such make-ready work within the time period specified by Owner, then Owner shall have (i) the right to assess the Non-Conforming Construction/Shifting Fee in accordance with Article VIII, Rates and Charges or (ii) the right, but not the obligation, to perform the make-ready work and charge Other Licensee the cost of performing such work. Notwithstanding the forgoing, the Municipality shall have the right to enter into separate agreements in which such Municipality may authorize the Other Owners, Owner, Other Licensees or third parties to perform the make-ready work on its behalf.

- H. Municipality shall reimburse Owner for all traffic control costs incurred by Owner to accommodate Municipality's Facilities, Overlashings and/or Attachments to Poles. When traffic control is necessary for Municipality during the performance of Municipality's make-ready work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Municipality and Municipality shall be entitled to seek reimbursement for such traffic control expense from the appropriate Other Licensees. Owner shall have no responsibility or requirement to assist or facilitate such reimbursement in any way, nor any liability should Municipality fail to secure such reimbursement.
 - I. Municipality shall notify Owner in writing before adding to, relocating, replacing, adjusting or otherwise modifying its Attachments, Overlashings and/or Facilities on a Pole, provided that the notification process for Overlashing shall be governed by, and is set forth in, Article IV, Section 2 of this Agreement.
 - J. All tree trimming made necessary by Municipality's proposed Attachments, Overlashings and/or Facilities shall be performed by Municipality or its contractors at the sole cost and expense of Municipality. All tree trimming done on a maintenance basis shall be the responsibility of Owner
 - K. All costs incurred by Owner to accommodate Municipality's proposed Attachments, Overlashings and/or Facilities to Poles shall be reimbursed by Municipality to Owner within forty-five 45 Days of Owner's request therefore. Such costs shall include, but are not limited to (i) costs directly related to the purchase, construction, removal and/or environmental disposal of Poles, and (ii) costs incurred in complying with applicable Law and/or town ordinances, decisions, directions, permitting requirements or ordinances of the EPA, DEEP, DPUC/PURA or other governmental body having jurisdiction.
7. Inspections of Municipality's Facilities
- A. Except for the use of Approved Overlashing Techniques performed following notice to Owner pursuant to Article IV, Section 5, Municipality shall provide written notice to Owner, at least twenty (20) Days in advance of starting work, of the exact Pole locations where Municipality proposes to place its Attachments and Facilities.

Municipality shall also notify Owner in writing within five (5) Days of the date(s) of attachment of Municipality's Attachments and/or Facilities to the Poles.

- B. Owner reserves the right to make Post-Construction and Periodic Inspections (of any part or all) of Municipality's Facilities, Overlashings and/or Attachments attached to a Utility Pole.
- C. The making of Post-Construction and/or Periodic Inspections or the failure to do so shall not operate to relieve Municipality of any responsibility, obligation or liability specified in this Agreement.
- D. The costs of inspection made during construction and/or the initial Post-Construction Inspection are included in the Make-Ready Work charges. The costs of Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard, non-conforming or unauthorized Attachments, Overlashings and/or Facilities are the responsibility of the Municipality. Costs attributable to Periodic Inspections for unauthorized Attachments, Overlashings and/or Facilities, or non-conforming conditions, will be charged to the party responsible for the unauthorized Attachments, Overlashings and/or Facilities, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges; provided, however that if a Periodic Inspection does not uncover any substandard, non-conforming, or unauthorized activity by the Municipality, then the Municipality shall not be responsible for the cost of such Periodic Inspection.

8. Non-Conforming Conditions

- A. Any Attachment, Overlashing or Facility of Municipality that does not comply with the requirements of Article IV, Section 5 shall be deemed to be "non-conforming" and any Overlashing that does not meet the requirements of Article IV, Section 5 shall be deemed to be "non-conforming." 3, Municipality shall be obligated to correct any non-conforming conditions within thirty (30) Days of the date of the written notice from Owner and shall perform such correction itself or designate an Other Licensee or agent designated by the Municipality to perform such correction (but no such designation of an Other Licensee or agent designated by the Municipality to perform such work shall relieve Municipality of its obligations hereunder); provided, however, that: (A) the Municipality shall remedy each such non-conforming condition within the accelerated time period specified by Owner if Owner determines that the non-conforming condition (i) constitutes a material threat to the public safety or the safety of Owner's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of Owner's or Other Owner's service obligations, (iii) poses an immediate threat to the physical integrity of the Pole plant or (iv) must be corrected sooner than thirty (30) Days per applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13, then Municipality shall remedy each such non-conforming condition within the accelerated time period specified by Owner; and (B) if any non-conforming condition is deemed by Owner to not to be "material," then Municipality shall have a total of one hundred-eighty (180) Days to correct such non-conformance. Notwithstanding the foregoing, where correction cannot reasonably be completed within the applicable time period, Municipality shall be obligated to commence

correction within thirty (30) Days and to work diligently to complete correction as promptly as possible.

- B. Subject to the good faith dispute provision in Article IX, Section 13, if the Municipality fails to correct any such non-conforming condition which does not comply with the requirements of this Agreement within the applicable time period then: (i) the Municipality's authorization to attach its Attachments, Overlashing and/or Facilities to the Poles in question shall be revoked forthwith, regardless of whether Municipality has activated the Attachments, Overlashings and/or Facilities attached to said Poles, and Municipality shall remove its Attachments, Overlashings and/or Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or (ii) Owner shall have the right, but not the obligation, to correct said conditions and Municipality shall pay to the Owner the cost of performing such work.
- C. When such non-conforming conditions pose a material threat to the public safety or the safety of Owner's employees, Other Owner's employees or Other Licensees, interfere with the performance of Owner's or Other Owner's service obligations, or pose an immediate threat to the physical integrity of the Pole plant, Owner may perform such work and/or take such action that Owner deems necessary upon notice when practicable to Municipality and without any liability to Municipality or its customers. If prior notice is not practicable, Owner shall notify Municipality as soon as reasonably practicable after taking any such action. The cost of said work and/or actions shall be borne by Municipality.
- D. Subject to the good faith dispute provision in Article IX, Section 13, Municipality shall be liable to Owner for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, Overlashing and Facility for each Day beyond the applicable time period described in Article IV, Section 8 that the non-conforming condition remains uncorrected subject to the cap established herein.

9. Unauthorized Attachments/Un-Noticed Overlashing

- A. Municipality must receive prior written authorization from Owner for any of the following:
 - i. Attachment of any Appurtenances, Attachment and/or Facilities to Poles;
 - ii. Assignment of authorization as provided in Article IX, Section 5.
 - iii. With respect to Overlashing, Municipality must provide prior written notice to Owner, as more particularly described in Article IV, Section 2 hereof and other applicable provisions of this Agreement. Absent such written authorization the Owner may charge an Unauthorized Attachment Fee per Pole for each unauthorized Attachment, Facility and/or Overlash, as specified in Article VIII, Rates and Charges, without prejudice to its other rights or remedies under this Agreement. Further, the Owner will require the Municipality to submit, in writing, an application for all unauthorized Attachments, Overlashings and/or Facilities. If such application is not received by the Owner within forty five (45) Days after Municipality's receipt of written notice by the Owner of the unauthorized condition,

then Owner shall be entitled to remove each such unauthorized Attachment, Overlashing and/or Facility unless such removal by Owner shall cause an immediate and bona fide risk to public safety.

- B. No act or failure to act by Owner with regard to any unauthorized Attachment, Facility, and/or Un-noticed Overlash shall be deemed as the authorization of such unauthorized Attachment, Facility, Third Party Overlash and/or Un-noticed Overlash; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Municipality shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Facility, Third Party Overlash and/or Un-Noticed Overlash from its inception.

10. Rearrangements and Shifting

- A. Owner may elect to perform all rearrangements and shifting of Municipality's Attachments, Overlashings and/or Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects and/or in order to comply with applicable Law, to accommodate Owner, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements provided that, to the extent practicable under the circumstances (as determined by Owner), prior notice and an opportunity to perform the rearrangement and shifting is provided to Municipality. With respect to any damage to Municipality's Attachments, Overlashings and/or Facilities caused by Owner during or arising out of an emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects, Owner shall not be liable therefore unless such damage was caused by Owner's negligence or willful misconduct.
- B. Subject to the good faith dispute provision in Article IX, Section 13, Owner may rearrange and reattach Municipality's Attachments, Overlashings and/or Facilities as needed under emergency conditions, but is under no obligation to do so. If Owner is unable to perform the rearrangement or shifting at its sole determination, in non-emergency conditions, for reasons including but not limited to technical concerns or risk of damage or interference with Municipality's Attachments, Overlashings and/or Facilities, Owner shall contact Municipality and Municipality shall (i) perform any such rearrangement or shifting within the time period required by applicable Law (and if no time period is required by applicable Law then the time period shall be established by mutual agreement of the Parties) and provide notice to Owner of completion of such rearrangement or shifting, or (ii) authorize an Other Licensee to perform such rearrangement or shifting (but no such designation of an Other Licensee to perform such work shall relieve Municipality of its obligations hereunder). If Municipality fails to perform such rearrangement or shifting and provide notice to Owner of completion within the applicable time period, the Non-Conforming Construction/Shifting Fee as set forth in Article VIII, Rates and Charges, will apply on a daily basis per rearrangement or shift location until notification from the Municipality that the work has been completed.

- C. Subject to Article IV, Section 6, the costs of rearrangements and shifting, including the cost of traffic control, performed by Owner on behalf of the Municipality will be borne by the Municipality as set forth in Article VIII, Rates and Charges.
- D. Municipality shall arrange and pay the cost of any rearrangement or shifting, including traffic control, during rearrangements or shifting for which Municipality is responsible.
- E. Municipality shall, after shifting its attachments to the new Pole, cut the top of the old Pole just above the next attachment to be shifted. The Municipality shall remove the cut piece of Pole and dispose of it properly. If Municipality fails to remove the cut Pole piece and Owner is required to remove and dispose of it Municipality will be charged the removal fee as set forth in Article VIII.

11. Removal of Municipality's Facilities

The Municipality must remove its Attachments, Overlashing and/or Facilities from the poles within ninety (90) Days from the time that they are no longer in service. If Owner or other attachers require attachment on these poles and the Municipality's unused Facilities are restricting access Municipality must remove these Facilities within fifteen (15) Days of being notified.

12. Extraordinary Events

In the event or circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Municipality's Attachments, Overlashings and/or Facilities, Owner's facilities, Other Owner's facilities, Other Licensee's facilities and/or to Poles, or require replacement of Poles, Municipality shall be responsible for removing and/or reattaching its Attachments, Overlashings and Facilities to the Pole(s).

ARTICLE V - OTHER OBLIGATIONS OF MUNICIPALITY

1. Insurance

- 1. Municipality shall carry insurance policies (including automobile liability) issued by an insurance carrier licensed to operate in the State of Connecticut to protect Owner as named or additional insured, from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

The amounts of such insurance:

- i. against liability due to injury or to death of persons shall be not less than \$1,000,000 as to any one person and \$1,000,000 as to any one occurrence, and
- ii. against liability due to damage to property shall be not less than \$1,000,000 as to any one occurrence.

- B. In each application the Municipality submits to the Owner hereunder for permission to attach Attachments and/or Facilities to Poles, the Municipality shall also carry such insurance as will protect Municipality from all claims under any Worker's Compensation Law in effect that may be applicable. Owner, its corporate parent and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance, except for Workmen's Compensation insurance coverage. Provided, however, notwithstanding the foregoing requirements, the Municipality shall be excused from compliance with the above-mentioned requirement to provide proof of insurance coverage in each application the Municipality submits to the Owner hereunder if the Municipality has already timely provided Owner with written proof of the insurance coverage required under this Article V at the same time that Municipality has timely sent its payment to Owner for the most recent semi-annual rental charges/rates, if any, owed by Municipality to Owner.
- C. All insurance must be effective before the Owner shall issue authorizations for attachment of Municipality's Attachments, Overlashings and Facilities to any Pole, and shall remain in force as long as Municipality's Attachments, Overlashings and Facilities remain attached to any Pole. In the event that Municipality shall fail to maintain the required insurance coverage, the Owner may pay any premiums thereon falling due and the Municipality shall reimburse the Owner for any such payments made.
- D. Municipality shall submit to the Owner certificates by each company insuring Municipality for all liabilities of Municipality referred to hereunder. Municipality's insurance policies shall provide that insurer shall endeavor to provide Owner and Other Owner with ten (10) days prior written notice of the cancellation or amendment on any such policy of insurance. In addition, Municipality shall provide Owner with ten (10) days prior written notice of the cancellation.
- E. Municipality shall be entitled to satisfy all or any portion of the insurance requirements set forth in this Article V through a valid self-insurance program, as long as Municipality provides Owner with written proof of such self-insurance and such self-insurance complies with the requirements of this Article V.
2. Claim Notification
Municipality shall promptly advise the Owner of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Municipality's Facilities on Poles by Municipality or its assigns, agents and/or employees.

ARTICLE VI - LIABILITY AND DAMAGES

1. Municipality (an "Indemnifying Party") shall indemnify, hold harmless Owner and its officers, directors, employees, attorneys, agents and affiliates (collectively, the "Indemnified Party") from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees) ("Claims") for any damages to property or persons caused by the acts or omissions of the Indemnifying Party, its agents, contractors, employees or sublicensees; provided, however, that the indemnification obligations set forth in this Section

VI are limited to Claims arising out of, or associated with, the subject matter governed by this Agreement. An Indemnified Party shall notify the Indemnifying Party of any such Claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

2. In the event Municipality's Attachments, Overlashings and/or Facilities physically or electronically damage or interfere with Owner's, Other Licensee's or Other Owner's facilities, Municipality shall promptly repair or shall be liable for all expenses to correct such damage or interference as well as any other related damages.
3. Should the Owner remove Municipality's Attachments, Overlashings and/or Facilities from a Pole under Article VII, Revocation of Authorizations, the Owner will deliver to the Municipality the Attachments, Overlashings and/or Facilities so removed upon payment by Municipality of the cost of removal, storage and delivery, and all other amounts due the Owner. In the event that Municipality does not reimburse Owner for the cost of removal, Owner shall have the right to sell such removed Municipality Attachments, Overlashings and/or Facilities, with a power of public or private sale, to cover any amounts due the Owner. Such remedy shall not operate to prevent the Owner from pursuing, at its option, any other remedy in Law, equity or otherwise.
4. Except for Owner's negligence or willful misconduct, Owner assumes no liability of any kind for the interruption of Municipality's services during any removal, maintenance, pole replacement, rearrangement, or shifting provided for under this Agreement. Owner assumes no liability for failure to inspect any Attachments Overlashings and/or Facilities.
5. Municipality acknowledges and agrees that it will not assert any defense based on sovereign immunity or governmental immunity to any claim by the Owner to enforce or interpret any of the Municipality's contractual obligations set forth in this Agreement. Provided, however, that this subsection: (i) shall not be construed to afford Owner with any remedies not otherwise contemplated expressly herein such as indemnity and/or contribution with respect to Claims brought against owner by third parties; and (ii) does not constitute a waiver of Municipality's right to invoke sovereign or governmental immunity with regard to claims of any kind by any third party plaintiff against Municipality for Municipality's failure to correct material safety concerns.

ARTICLE VII - REVOCATION OF AUTHORIZATIONS

1. In addition to rights of termination provided to Owner under other provisions of this Agreement, Owner shall have the right to revoke authorizations for the attachment of Attachment(s), Overlashing(s) or Facility(ies) previously granted to Municipality (but not the right to terminate this Agreement) where:
 - A. the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are maintained or used in violation of any Law, regulation or in aid of any unlawful act or undertaking; or
 - B. the Municipality ceases to have authority to construct and operate its Attachment(s), Overlashing(s) and/or Facility(ies) on public or private property at the location of the particular Pole covered by the authorization; or

- C. the Municipality fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder and the applicable cure period, if any, has expired; or
 - D. the Municipality attaches to a Pole or Overlashes without having first been issued written authorization therefore or Overlashes without providing the requisite notice; or
 - E. the Municipality, subject to the provisions specified in Article IX, Section 5, Assignment of Rights, should cease to provide its services; or
 - F. the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are used by a non-municipal entity that is not a party to this Agreement and which has not been authorized by Owner as specified in Article IV, Section 9, Unauthorized Attachments/Overlashings or Article IX, Section 5, Assignment of Rights; or
 - G. the Municipality sublicenses or apportsions part of an Attachment(s), Overlashing(s) and/or Facility(ies) to a non-municipal entity that is not a party to this Agreement, or permits another non-municipal entity to Overlash to its Facilities, as specified in Article IX, Section 5, Assignment of Rights.
2. Owner will promptly notify the Municipality in writing of any instances cited in Article VII Section 1, upon its determination of the same. The Municipality shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to Owner within thirty (30) Days following such written notice that the non-compliance has ceased or been corrected. If Municipality fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to Owner within the time stated above, in addition to any other rights of Owner under this Agreement, Owner may elect to (i) terminate the authorizations granted hereunder for Poles as to which such non-compliance continues to occur or (ii) cure Municipality's non-compliance, in which case Municipality shall reimburse Owner (within 45 Days of Owner's request for reimbursement) for all costs incurred by Owner to cure Municipality's non-compliance with Article VII, Section 1, and Municipality shall indemnify Owner from any damage caused to Municipality's Attachment(s), Overlashing(s) and/or Facilities and/or other property resulting from Owner's curative actions except that such indemnification shall not extend to any damage directly resulting from Owner's willful misconduct or gross negligence.
3. Subject to the good faith dispute provision in Article IX, Section 13, this entire Agreement and all authorizations and rights as granted under provisions of this Agreement may be immediately revoked by Owner if:
- A. The Municipality's insurance carrier shall at any time notify Owner that the policy or policies of insurance as required in Article V, Other Obligations of Municipality, will be or have been canceled or amended so that those requirements will no longer be satisfied.
 - B. The Municipality shall fail to pay any sum due or to deposit any sum required under this Agreement and the Municipality fails to correct this non-compliance within 30

Days of its receipt of notice thereof from Owner, or shall fail to maintain satisfactory security as required in Article V, Other Obligations of Municipality.

4. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) on a Pole is denied, revoked, or canceled and the Municipality fails to remedy this non-compliance (or the Municipality fails to file an appeal, request for reconsideration, or request for another appropriate remedy within the appropriate governmental entity(ies)) within forty-five (45) Days of its receipt of notice thereof from Owner.
5. Upon notice from Owner to the Municipality that the use of any Pole or Poles is forbidden by Law and/or federal, or state authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Attachment(s), Overlashing(s) and/or Facility(ies) of the Municipality shall be removed at once from the affected Pole or Poles by the Municipality.
6. Municipality may at any time remove its Attachment(s), Overlashing(s) and/or Facility(ies) from a Pole after first giving Licensor written notice of Municipality's intention to so remove. Before any Attachment(s), Overlashing(s) and/or Facility(ies) can be removed from a Pole, Municipality shall notify Licensor electronically using the Licensor's designated software or on the forms in Exhibits C and D identifying each Pole affected by Municipality's request to remove. The forms in Exhibits C and D should only be used if the electronic system is inapplicable or unavailable.
7. In the event of termination of any of the Municipality's authorizations hereunder, the Municipality will remove its Attachment(s), Overlashing(s) and/or Facility(ies) from the Poles within ninety (90) Days of the effective date of the termination; provided, however, that Municipality shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to Owner until Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are actually removed from the Poles. If the Municipality fails to remove its Attachment(s), Overlashing(s) and/or Facility(ies) within the specified period, Owner shall have the right, but not the obligation, to remove such Attachment(s), Overlashing(s) and/or Facility(ies) at the Municipality's expense and without any liability on the part of Owner for damage or injury to such Facilities or interruption of Municipality's services. In the event Owner removes any of Municipality's equipment from Poles pursuant to this Section, Owner may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Municipality or may turn such equipment over to the Municipality, or may do any combination of these things. In the event that Owner sells any of the Municipality's equipment, Owner shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Municipality.
8. When Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are removed from a Pole, no attachment to the same Pole shall be made until the Municipality has first complied with all of the provisions of this Agreement as though no such Pole attachment had been previously made and all outstanding charges due to Owner for such Pole attachment have been paid in full.

ARTICLE VIII - RATES AND CHARGES

The Municipality is responsible for payment of all rates, and charges as specified elsewhere in this Agreement and as set forth below. Municipality shall be responsible for payment of the Application Fee and all charges for Make-Ready Work in advance for work performed or expenses incurred by Owner regardless of whether Municipality subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

1. Agreement Establishment Fee

The Agreement Establishment Fee as specified in Exhibit E shall be due and payable upon the execution of this Agreement. Owner is under no obligation to process Pole attachment applications prior to receipt of payment of this fee.

2. Application Fee

The Application Fee shall be included with each application submitted by Municipality to Owner. The Application Fee includes Owner's provision of engineering and Pre-Construction Survey. The Application Fee is comprised of two rate elements, a non-recurring charge per Application and a per Pole charge. Owner shall be under no obligation to accept any Application without the full Application Fee as specified in Exhibit E.

3. Unauthorized Attachment/Overlapping Fee

- A. The Unauthorized Attachment Fee specified in Exhibit E will be charged on a per Pole basis for any (i) unauthorized Attachment, unauthorized Facility and any un-noticed Overlapping made by a Municipality after the Effective Date of this Agreement or (ii) unauthorized use of a Pole Attachment by a Municipality after the Effective Date of this Agreement.
- B. Owner will not charge the Overlap Fee in Exhibit E when Municipality seeks to overlap another Attachment owned by Municipality, as long as (i) a notice has been submitted pursuant to Article IV, Section 2, seeking approval to Overlap so that Owner can determine whether the proposed Overlapping would adversely impact the Pole system, and (ii) the Owner determines that the proposed Overlapping does not fall outside of the vertical space or footprint reserved for the Municipality's original Attachment; and (iii) Owner will charge the Overlap Fee in Exhibit E when Municipality seeks to overlap another Attachment owned, leased or controlled by any entity which is not a Connecticut municipality.
- C. Municipality's total Unauthorized Attachment Fee for an individual Attachment for any set of contiguous unauthorized Poles shall not exceed the cap established by the DPUC in Exhibit H hereto, as it may be amended by the DPUC or pursuant to applicable Law.

4. Charges for Make-Ready Work, Rearrangement/Shifting, Periodic Inspection

Make-Ready Work charges shall be billed and shall be payable up to forty-five (45) days prior to the commencement of work on individual Poles, according to the current Schedule of Rates in Exhibit E. Make-Ready Work Charges for proposed Attachments will reflect Owner's provision of Post-Construction Inspections; and Owner shall separately invoice and

collect from the Municipality the cost of Owner's Post-Construction Inspections for Overlashings. Rearrangement/Shifting charges and Periodic Inspection charges (from which the Municipality is not exempt pursuant to Article IV, Section 7) incurred by Owner for Attachments and Overlashings will be billed according to the current Schedule of Rates in Exhibit E.

5. Bill Detail

Bill data requests will be handled on an individual case basis at the written request of Municipality.

6. Non-Conforming Construction Fee

The Non-Conforming Construction/Shifting Fee specified in Exhibit E, will be charged on a per Day and per Pole basis for (i) any non-conforming construction performed by the Municipality after the Effective Date which is not brought into conformance within the applicable time period identified in Article IV, Section 8, or (ii) for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 10, or (iii) pursuant to Article IV, Section 6 for Municipality's failure to timely shift or perform Make-Ready Work on pre-Effective Date or post-Effective Date of Municipality Attachment(s), Overlashing(s) and/or Facility(ies) in order to accommodate a request to attach to Pole(s) by any third party in accordance with the make-ready work and pole shifting time periods set forth in applicable Law, including in PURA's April 30, 2008 decision in Docket No. 07-02-13, as amended; provided, however, notwithstanding the foregoing, Municipality's total Non-Conforming Construction/Shifting Fee for an individual Attachment and/or Overlashing to a Pole shall not exceed the cap established by PURA in Exhibit H.

7. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Municipality shall pay all rates and charges, as specified in the Agreement, within ninety (60) days from the dates of billing thereof. If Municipality disputes any amount invoiced by Owner, Municipality shall make payment of the invoice in full and shall notify Owner in writing of the disputed amount. Municipality may dispute any amount within ninety (90) Days after the date that payment has been made. Municipality shall include any documentation supporting its position in such written notification. The Parties shall work together to resolve the dispute in an expeditious manner.

8. Amounts Due to Other Owners

Any references in this Agreement to payment, compensation, or reimbursement due to Other Owners are separate from the rates and charges set forth in this Article VIII, and Exhibit E, and shall remain payable by Municipality regardless of the rates and charges described herein.

9. Amendment of Rates and Charges

With respect to the rates and charges set forth in this Agreement, including but not limited to those rates and charges set forth in this Article VIII and in Exhibit E hereto, Owner may elect

to amend such rates and charges using either of the following two different approaches: (i) if Owner determines that it is unnecessary to obtain approval from any governmental authority, including PURA, to amend such rates or changes, then Owner may elect to amend such rates or charges upon providing thirty (30) Days prior written notice thereof to Municipality and each such amended rate or charge shall automatically take effect upon the 30th Day after Municipality receives such notice; or (ii) if Owner determines that it is necessary to obtain approval from any governmental authority, including PURA, to amend such rates or charges, then such rates or charges shall automatically take effect on the date that the appropriate governmental authority has approved Owner's request to amend such rates or charges. In the event of any conflict between the terms of this paragraph and the other provisions or Exhibits in this Agreement, then the terms of this paragraph shall control.

ARTICLE IX - GENERAL TERMS AND CONDITIONS

1. Compliance with Applicable Laws

- A. The Municipality and Owner shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable Laws which in any manner affect the rights and obligations of the Parties. Any such applicable Law shall automatically supersede any conflicting provisions hereof; and in the event of any conflict between the terms of this Agreement and Connecticut General Statute Section 16-233, then the terms of Section 16-233 shall control; and the Municipality's signature on this Agreement shall not constitute a waiver or release of the Municipality's rights under Section 16-233. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.
- B. Each Party shall also comply with the applicable provisions of the Fair Labor Standards Act of 1938, as amended, and the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and with any rules and regulation under such Acts as well as other applicable Laws, regulations and codes including, but not limited to, laws and codes that specify the qualifications required to work in the electric supply gain of the Pole.
- C. Municipality shall be responsible for obtaining from the appropriate authority any required authorizations to operate and/or maintain its Attachments, Overlashings and/or Facilities on public and/or private property before it attaches, rearranges, or removes any Attachments, Overlashings and/or Facilities to any Pole(s). Municipality shall supply to such authorities any information pertaining to their installation as shall be legally required.

2. Rights in Poles

No use, however extended, of a Pole or payment of any fee or charge required hereunder shall create or vest in the Municipality any ownership or property right in any such Pole; provided, however, Owner acknowledges that Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public utility [P]ole" in accordance

with applicable Law. Owner and the Other Owners, as applicable, are and shall remain the owners of all Poles, Anchors and Guy Strands covered by this Agreement.

3. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Owner with respect to any agreement(s) and arrangement(s) which the Owner has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for Attachments existing at the time of such future agreements or arrangements shall not be diminished.

4. License Not Exclusive

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Municipality. Owner shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Poles covered by this Agreement.

5. Assignment of Rights

Municipality shall not assign, or transfer any authorization granted herein, or Overlash or permit Overlapping by another party, and any such authorization shall not inure to the benefit of Municipality's successors or assigns without the prior written consent of the Owner. In the event such consents are granted by the Owner, the provisions of this Agreement shall apply to and bind the Municipality's successors and assigns. The Municipality cannot sub-license any of its rights hereunder to any third party.

6. Terminable Agreement

Unless previously terminated pursuant to its terms, this Agreement shall continue in effect until six (6) months after written notice of termination for convenience is given by either Party to the other Party; provided, however, that the termination of this Agreement by either Party (i) shall not waive or release the contractual obligations of each Party that arose or accrued under this Agreement prior to such termination and/or (ii) shall not waive, release or impair the Municipality's rights under Connecticut General Statute Section 16-233.

7. Waiver of Terms and Conditions

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement to be in breach, to be in default or to be revoked or failure to declare any authorization granted hereunder to be revoked shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Pole Attachments and Facilities by the Municipality and constitutes the entire agreement between the Parties. It may not be modified or amended nor may any obligation

of either Party be changed or discharged except in writing signed by the duly authorized officer or agent of the Party to be charged except to the extent that this Agreement is automatically amended by applicable Law as described in Article IX, Section 1. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by (i) certified mail, return receipt requested and, except as otherwise provided herein, such notice shall be effective immediately upon being deposited in the United States mail, (ii) overnight mail via a nationally recognized courier service (i.e., UPS or Federal Express) or the U.S. Postal Service and such notice shall be effective upon delivery by said overnight delivery service, or (iii) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Owner: The United Illuminating Company
100 Marsh Hill Road
Orange, CT 06477
Attention: Manager Customer Field Services
Phone: (203) 926-5265
Fax: (203) 926-4525

with a copy to: UIL Holdings Corporation
57 Church Street
New Haven, CT 06506
Attention: Legal Department
Fax: (203) 499-3664

Municipality: City of Bridgeport

999 Broad St, 2nd Fl
Bridgeport, CT 06604
Attention: Melissa Oliveira
Fax: 203-576-3957

Except as otherwise provided herein, any such notice shall be effective immediately upon being deposited in the United States mail, confirmation of facsimile or delivery by an overnight courier.

10. Taxes

If Owner is assessed or charged any state or municipal tax (including any real property tax or personal property tax) attributable to the presence of the Municipality's Attachments, Overlashings and/or Facilities on Poles, then the Municipality shall be responsible for promptly causing the applicable taxing authority to (i) exempt the Owner from such tax or (ii) re-issue an invoice for any such tax directly to the Municipality; provided, however, the

Municipality is not responsible for any federal or state income tax imposed on Owner resulting from the fees and charges paid by Municipality to Owner under this Agreement.

11. Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut.

12. Survival

The provisions of this Agreement that by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of the revocable licenses granted by Owner under this Agreement shall continue in full force and effect after such expiration or termination, including but not limited to the payment and indemnity obligations of Municipality under this Agreement.

13. Dispute Resolution

- A. *Negotiation Between Executives.* The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Such notice shall include: (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within fifteen (15) Days after delivery of the notice, the receiving Party shall respond with: (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) Days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored except when prohibited by Law. All negotiations pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence.
- B. *PURA.* If the dispute has not been resolved by negotiation within forty-five (45) Days after the disputing Party's notice, if the Parties failed to meet within thirty (30) Days, or if the Parties reach impasse, then the Parties shall submit the dispute for resolution by PURA. If PURA (i) declines to exercise jurisdiction over the dispute or (ii) fails to issue a decision or order within one hundred eighty (180) Days of the submission of the dispute to PURA, then at any time thereafter either Party can seek relief from a court or agency of competent jurisdiction. Nothing herein shall prevent Municipality or Owner from filing a complaint with the PURA or another agency or court of competent jurisdictions at any time.

Good Faith Disputes. The Owner shall not revoke any existing authorization to Municipality for any existing Attachment, Overlapping and/or Facility that is the subject of an ongoing good faith dispute pursuant to the dispute resolution process established in the preceding subparagraphs of this section; provided, however, notwithstanding the foregoing, no provision of this Agreement shall waive, limit, release or excuse a Municipality from its obligation hereunder and under applicable Law to timely shift such Municipality's Facilities and/or perform make-ready work when such shifting and/or make-ready work by a Municipality are necessary to (i) facilitate the attachment to one or more Poles by a third party Pole attacher in accordance with applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13, and/or (ii) to allow maintenance, construction and other work to be performed by Owner, Other Owners and/or Other Licensees, including the removal of double poles.

//Signatures Follow//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

MUNICIPALITY: _____

X

Mayor

Approved as to Form and Correctness:

X

Melissa Oliveira
Data Coordinator

OWNER: THE UNITED ILLUMINATING COMPANY

X

Joseph Thomas
VP - Electric System Operations

Approved as to Form and Correctness:

X

Steven P. Favuzza
VP - Controller & Treasurer

List of Exhibits

Exhibit A: Structure Access Request

Exhibit B: Pole Data Sheet

Exhibit C: Notification of Removal of Pole Attachment By Municipality

Exhibit D: Pole Data Sheet – Removals

Exhibit E: Schedule of Rates

Exhibit F: Diagrams

Exhibit G: Overlapping

Exhibit H: DPUC-Approved Caps on Municipal Unauthorized Attachment/Overlapping Fees and Non-Conforming Construction/Shifting Fees



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: **06-17**
Submitting Department / Contact Name: **City Attorney's Office
Mark T. Anastasi, Associate City Attorney**
Subject: **Executive Session to Discuss Pending Litigation with Eligio Rodriguez,
David Ortiz and Joanna Rodriguez.**
Referred to Committee: **Immediate Consideration**
City Council Date: **December 4, 2017**

Attest:

Lydia N. Martinez

December 5, 2017

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph Ganim

Joseph Ganim, Mayor

Date

12/12/17

ATTEST
CITY CLERK

17 DEC 12 PM 3: 07

RECEIVED
CITY CLERKS OFFICE

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



**COMM. #06-17 Ref'd For IMMEDIATE CONSIDERATION
On 12/04/2017**

ASSISTANT CITY ATTORNEYS

Eroll V. Skyers
Tamara J. Titre

APR 23 11 17 AM '17
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
NOV 29 PM 4: 24
COUNSEL
Russell L. Skov
Gerald J. Kacach
Telephone (203) 576-2300
Facsimile (203) 576-2300

November 29, 2017

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

**Re: Requested Executive Session Discussion Pending Litigation with Full City Council
IMMEDIATE CONSIDERATION**

Dear Honorable Councilpersons:

Kindly place the above-referenced matter on the Agenda for the City Council meeting of Monday, December 5, 2017 FOR IMMEDIATE CONSIDERATION.

The Office of the City Attorney respectfully requests this opportunity: to brief the full City Council in Executive Session on the status of the below listed two pending lawsuits; to discuss prospective legal strategy and tactics for defending these matters; and to elicit direction and authority from the City Council, if and as appropriate via subsequent City Council resolution.

Case Name

Nature of Case

Eligio Rodriguez, David Ortiz and Joanna Rodriguez
v.
Bridgeport Board of Education, City of Bridgeport
and Kevin Cronin

Personal Injury /
MV Accident

Carla DeAngelis v. City of Bridgeport, et. al.

Employment Discrimination /
Hostile Work Environment /
Intentional & Negligent Infliction
of Emotional Distress

Anastasi to City Clerk
Re: Agenda for 12/5/17 City Council
Dated: 11/29/17
Page 2 of 2

Kindly be advised that City Council President Thomas McCarthy has authorized this matter for Immediate Consideration. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark T. Anastasi", with a long horizontal flourish extending to the right.

Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Atty.
Daniel Shamus, Chief of Staff
Kimberly Staley, CAO
Janene Hawkins, Labor Relations Dir.
John R. Mitola, Assoc. City Atty.
Bruce L. Levin, Assoc. City Atty.

IMMEDIATE CONSIDERATION

MEETING DATE: November 4, 2017 NO. 06-17
 COMMITTEE: IMMEDIATE CONSIDERATION REFERRED TO COMM.:
 SUBJECT: Executive Session to discuss Pending litigation with Eligio Rodriguez, David Ortiz and Joanna Rodriguez

Vote 1
 MOTION BY: T. McCarthy 2ND BY: J. Herron

APPROVED DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS:
Vote 2 Motion by Tom McCarthy 2nd Nessah Smith
Vote 3 Tom McCarthy 2nd Marcus Brown

	YES	NO
Christina B. Smith		
Pete D. Spain		
Jack O. Banta		
Denese Taylor-Moye		
Marcus A. Brown		
Kyle Langan		
Thomas C. McCarthy		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Maria Zambrano Viggiano		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Karen Jackson		
Nessah J. Smith		
Eneida L. Martinez		
Ernest E. Newton, II		

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 17 DEC -5 AM 9:36
 ATTEST
 CITY CLERK

FIRST MOTION

Motion to Add to the Agenda the following two Pending Litigation Matters:

1. Eligio Rodriquez, David Ortiz and Joanna Rodriquez
v.
Bridgeport Board of Education, City of Bridgeport and Kevin Cronin

2. Carla DeAngelis
v.
City of Bridgeport, et. al.

SECOND MOTION

Motion for Immediate Consideration of these two pending litigation matters, based upon litigation time requirements and deadlines.

THIRD MOTION

Motion to authorize and empower the City Attorney to proceed in accordance with the Executive Session discussion concerning these two pending litigation matters.

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17 DEC -5 AM 9:16
ATTEST
CITY CLERK _____



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: **07-17**
Submitting Department / Contact Name: **City Attorney's Office
Mark T. Anastasi, Associate City Attorney**
Subject: **Executive Session to Discuss Pending Litigation with Carla DeAngelis.**
Referred to Committee: **Immediate Consideration**
City Council Date: **December 4, 2017**

Attest:

Lydia N. Martinez

December 5, 2017

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph Ganim

Joseph Ganim, Mayor

12/12/17

Date

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CITY CLERKS OFFICE
17 DEC 12 PM 3:07
ATTEST
CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kascah, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



COMM. #07-17 Ref'd For IMMEDIATE CONSIDERATION
On 12/04/2017

ASSISTANT CITY ATTORNEYS

Eroll V. Skyers
Tamara J. Titte

RECEIVED
CITY CLERKS OFFICE
17 NOV 29 PM 4: 24
CITY CLERK
COUNSEL
Russell Skopec
Ronald J. Macach
Telephone (203) 576-3111
Facsimile (203) 576-3111

November 29, 2017

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

**Re: Requested Executive Session Discussion Pending Litigation with Full City Council
IMMEDIATE CONSIDERATION**

Dear Honorable Councilpersons:

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<u>Case Name</u>	<u>Nature of Case</u>
Eligio Rodriguez, David Ortiz and Joanna Rodriguez v. Bridgeport Board of Education, City of Bridgeport and Kevin Cronin	Personal Injury / MV Accident
Carla DeAngelis v. City of Bridgeport, et. al.	Employment Discrimination / Hostile Work Environment / Intentional & Negligent Infliction of Emotional Distress

Anastasi to City Clerk
Re: Agenda for 12/5/17 City Council
Dated: 11/29/17
Page 2 of 2

Kindly be advised that City Council President Thomas McCarthy has authorized this matter for Immediate Consideration. Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Atty.
Daniel Shamus, Chief of Staff
Kimberly Staley, CAO
Janene Hawkins, Labor Relations Dir.
John R. Mitola, Assoc. City Atty.
Bruce L. Levin, Assoc. City Atty.

MEETING DATE: November 4, 2017

NO. 07-17

COMMITTEE: Immediate Consideration

REFERRED TO COMM.:

SUBJECT: Executive Session discuss pending litigation with Carla DeAngelis

MOTION BY: Vote 3 to approve item Tom McCarthy

2ND BY: Lyons

APPROVED DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS:

(see attached sheet)
Vote 1 Tom McCarthy Seconded by E. Newton Add item to agenda
Vote 2 Motion for Immediate Consideration T. McCarthy 2nd LYON

YES

NO

Christina B. Smith		
Pete D. Spain		
Jack O. Banta		
Denese Taylor-Moye		
Marcus A. Brown		
Kyle Langan		
Thomas C. McCarthy		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Maria Zambrano Viggiano		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Karen Jackson		
Nessah J. Smith		
Eneida L. Martinez		
Ernest E. Newton, II		

ATTEST
CITY CLERK

17 DEC -5 AM 9:42

RECEIVED
CITY CLERKS OFFICE

FIRST MOTION

Motion to Add to the Agenda the following two Pending Litigation Matters:

1. Eligio Rodriquez, David Ortiz and Joanna Rodriquez
v.
Bridgeport Board of Education, City of Bridgeport and Kevin Cronin

2. Carla DeAngelis
v.
City of Bridgeport, et. al.

SECOND MOTION

Motion for Immediate Consideration of these two pending litigation matters, based upon litigation time requirements and deadlines.

THIRD MOTION

Motion to authorize and empower the City Attorney to proceed in accordance with the Executive Session discussion concerning these two pending litigation matters.

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17 DEC -5 AM 9:16
ATTEST
CITY CLERK



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

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

NESTOR N. NKWO
Budget Director

JOSEPH P. GANIM
Mayor

November 27, 2017

Budget and Appropriations Committee
Members of the Bridgeport City Council

Attached please find a request to initiate budget modifications for the fiscal year 2017-2018 General Fund Operating Budget. The City Council adopted the FY 2017-2018 budget based on the Governor's proposed budget. The State Legislators adopted the state budget after a 120-day delay. Based on the State Legislators' FY 2017-18 Adopted Budget, the Bridgeport Board of Education appropriation needs to be increased by the City Council to comply with the State mandated Education Minimum Budget Requirement (MBR).

The proposed Board of Education appropriation modification will increase FY 2017-2018 adopted BOE appropriations from \$202,008,471 to \$227,716,506. Consequently, the total FY 2017-2018 general fund appropriations will increase from \$541,598,860 to \$567,306,895.

Additionally, the State Legislators will only reimburse towns/municipalities for motor vehicle taxes over 39.00 mills; therefore, there is a need for the City Council to amend the FY 2018 adopted motor vehicle mill rate from 37.00 to 39.00 mills, per the State adopted budget. The increase in the motor vehicle mill rate will partially offset the amount of motor vehicle taxes that the State of Connecticut will not reimburse Bridgeport in FY 2018.

Due to the State of Connecticut established deadline for revising the motor vehicle mill rate, the Bridgeport City Council needs to take action through a Special Council meeting before December 15, 2017 in order to comply with the deadline.

The formal document for the budget modifications is attached. OPM recognizes the need for these budget modifications.

Respectfully,

Nestor Nkwo, Budget Director

Cc: Mayor Joseph P. Ganim
Daniel Shamas, Chief of Staff
Kimberly Staley, CAO
Aresta Johnson, Superintendent
Marlene Siegel, BOE Chief Financial Officer
Kenneth Flatto, Finance Director
Thomas Gaudett, Mayor's Aide

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17 DEC - 1 PM 2:05
ATTEST
CITY CLERK

Attachment

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

BE IT RESOLVED:

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

The FY2017-18 budget modification will increase the Education Cost Sharing Revenue budget & equally increase Board of Education appropriations in accordance to the State of Connecticut FY2018 adopted budget. The increase in B.O.E appropriations is necessary for compliance with the State Minimum Budget Requirement (MBR).

The modification of current taxes(motor vehicles) will offset the shortfall in the Municipal Motor Vehicles Revenue Share taxes that the State FY2018 adopted budget will not reimburse the City.

Appropriation Account Number	Allocated To	Current Budget	Amount of Modification	Budget as Modified
EDUCATION:				
01899000-56180	Appropriation Increase	0	25,708,035	25,708,035
01863000-44520	Revenue Increase	138,431,495	25,708,035	164,139,530
CITY DEPARTMENT:				
01040000-41693	Revenue Increase	297,738,262	933,131	298,671,393
01040000-41346	Revenue Decrease	4,722,047	(933,131)	3,788,916

REVENUES:

A. BE IT FURTHER RESOLVED:

The \$25,708,035 ECS Revenue increase will modify the FY2018 Council adopted ECS revenue line item budget from \$138,431,495 to \$164,139,530.

The \$25,708,035 additional B.O.E Appropriations increase will modify the total FY2018 Council adopted BOE appropriations from \$202,008,471 to \$227,716,506.

The \$25,708,035 revenue increase will modify the total FY2018 City Council adopted General Fund revenues from \$541,598,860 to \$567,308,895.

The \$25,708,035 additional B.O.E Appropriations increase will modify the total FY2018 Council adopted General Fund appropriations from \$541,598,860 to \$567,308,895.

The \$933,131 revenue increase in account #01040000-41693 will modify the FY2018 City Council adopted Motor Vehicles mill rate from 37.00 mills to 39.00 mills, in compliance with the FY2018 State adopted budget.

COMMENTS:

Chairman Budget/Appropriations Committee:

Date of action:



OFFICE OF THE CITY CLERK RESOLUTION FORM

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17 DEC 11 PM 4:01

ATTEST

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	09-17
Submitted by Councilmember(s):	Peter D. Spain
Co-Sponsors(s):	Kyle Langan Marcus A. Brown Choose an item. Choose an item.
District:	130TH
Subject:	Proposed Resolution Regarding Annual Review of and Recommendations on Council's "Rules of Order"
Referred to:	Miscellaneous Matters Committee
City Council Date:	December 4, 2017 (OFF THE FLOOR)

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Submitted by Councilmember: Pete Spain (130th District)

Co-Sponsors(s): Kyle Langan and Marcus Brown (132nd District)

District(s): 130th and 132nd

Subject: Proposed Resolution Regarding Annual Review of and Recommendations on Council's "Rules of Order"

Referred to: Misc. Matters

City Council Date: Dec 4, 2017 referral made in Council for next Misc. Matters Committee Meeting

Whereas, the City Council of Bridgeport unanimously approved the adoption of its "Rules of Order" at its first meeting on December 4, 2017;

Whereas, the "Rules of Order" state that "All resolutions or petitions relating to ... Rules of Order of the City Council... shall be referred to the Committee on Miscellaneous Matters";

Whereas, the City of Bridgeport City Council web site states that "Two major responsibilities of the council are enacting ordinances necessary to ensure the welfare and good order of the city, and, adopting the city's annual budget";

Whereas, the "Rules of Order" would benefit from a complete review by the members of the Committee on Miscellaneous Matters to ensure the appropriate revision of any and all of the following, including but not limited to:

- Errors (e.g., the word "Prospective" is currently misspelled in "Rule XXIV: Interview of *Perspective* Appointees"),
- Inconsistencies with the City Charter (e.g., "Rule XXVII: Council President's Term" specifies a term of two... years", while Charter includes an "and" conditional statement regarding term duration),
- Inconsistencies with current practices and processes of the City Council to effectively fulfill its responsibilities (e.g., if the Committee on Public Safety and Transportation is, according to the rules, to review budgets of the Police and Fire Departments to make recommendations to the Committee on Budget and Appropriations, this should be done BEFORE the Committee on Budget and Appropriations begins its line-by-line review the same budgets in the first 3 months of the year),
- Negatively framed language (e.g., Rule VII "No other persons may speak..."), and
- Gendered language (e.g., Rules VII, VIII, IX, X, XII etc.);

RESOLVED, the Miscellaneous Matters Committee shall forthwith undertake a complete review of the "Rules of Order" annually between December 1 and March 1 and report its findings and recommendations to the full City Council by no later than the first full City Council meeting in April.

(Original Email is Attached)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	----------------------------------------------------------	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	----------------------------------------------------------	-------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

From the Floor

MEETING DATE:

NO. 09-17

COMMITTEE: December 4, 2017

REFERRED TO COMM.:
Miscellaneous Matters

SUBJECT:

Resolution re: City Council Rules

MOTION BY: Pete Spain

2ND BY: T. McCarthy

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. X

REMARKS:

	YES	NO
Christina B. Smith		
Pete D. Spain		
Jack O. Banta		
Denese Taylor-Moye		
Marcus A. Brown		
Kyle Langan		
Thomas C. McCarthy		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Maria Zambrano Viggiano		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Karen Jackson		
Nessah J. Smith		
Eneida L. Martinez		
Ernest E. Newton, II		