

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, MAY 6, 2019**

7:00 p.m.

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

**ADDED:**

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

**79-18**

Resolution presented by Council Member(s) Nieves & Valle, re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 5.48 – Street Vendors, Itinerant Vendors and Motor Vehicle Vendors, amend to add New Section, 5.48.300 – Pedal Cabs (PediCabs), referred to Ordinance Committee.

AGENDA  
CITY COUNCIL MEETING  
MONDAY, MAY 6, 2019

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

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 1, 2019

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 73-18**      Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic & Community Development – Urban Action Grant Program for McLevy Hall, (#19449), referred to Economic and Community Development and Environment Committee.
  
- 74-18**      Communication from Labor Relations re: Proposed Tentative Agreement with Bridgeport Police Local #1159 and Council 4 AFSCME, AFL-CIO regarding their Bargaining Contract, referred to Contracts Committee.
  
- 75-18**      Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation Dial-A-Ride Municipal Grant Program for the Elderly and Disabled, (#FY20-22), referred to Economic and Community Development and Environment Committee.
  
- 76-18**      Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic & Community Development – Urban Action Grant Program, referred to Economic and Community Development and Environment Committee.
  
- 77-18**      Communication from OPED re: Proposed Professional Services Agreement with Metropolitan Council of Governments for the Administration of the Connecticut Avenue and Stratford Avenue Transportation Development and Safety Corridor Study, referred to Contracts Committee.
  
- 78-18**      Communication from OPED re: Proposed Resolution Authorizing Execution of an Easement Agreement for 337 Knowlton Street and Ordering a Public Hearing May 20, 2019 (Full Council) Relative to the Same, referred to Economic and Community Development and Environment Committee.

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

- 71-18** Resolution presented by Council Member(s) Spain, Lyons, Banta, Langan, Herron, Roman-Christy, Valle, Nieves, Jackson, N. Smith & Martinez re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing and Parking Generally, amend to add New Section, 10.12.015 – Lawn Parking, referred to Ordinance Committee.
- 72-18** Resolution presented by Council Member(s) Valle & Nieves re: Request that the Intersection of Kossuth Street and Maple Street be designated as an “All-Way” Stop with appropriate signage and road markings, referred to Board of Police Commissioners.

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

- \*56-18** Contracts Committee Report re: Lease Agreement with East Main Development, LLC for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street.
- \*49-18** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Local Bridge Program and Urban Act Grant Program for the Congress Street Bridge (#19202/8P663).
- \*59-18** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Corelogic Commercial Tax Services.

**MATTERS TO BE ACTED UPON:**

- 60-18** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 61-18** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Daniel Magri having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 6, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Johnny Ray Moore Greater Bpt. NAACP 75 Baldwin Street, 3 <sup>rd</sup> Fl. Bridgeport, CT 06607	Greater Bridgeport NAACP will be hosting its 2 <sup>nd</sup> Connecticut Real Estate Foreclosure Forum.
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Unjust Termination Cover-up.
Christine Connor 105 Linwood Avenue Bridgeport, CT 06605	Paving of street and Handicap Parking.
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA and BOE.
Beth Lazar 1241 Main Street Bridgeport, CT 06604	Save Seaside Park – Protest Wall & Pollution.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Fiscal Governance.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, MAY 6, 2019  
6:30 PM  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President Nieves called the Public Speaking Session to order at 6:43 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY 21 PM 3:58

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 6, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

**Johnny Ray Moore**  
Greater Bpt. NAACP  
75 Baldwin Street, 3rd Fl.  
Bridgeport, CT 06607

Greater Bridgeport NAACP will be hosting its 2nd Connecticut Real Estate Foreclosure Forum.

Mr. Moore was called three times and did not respond.

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

Unjust Termination Cover-up.

Mr. Cecil Young came forward. Mr. Young said that he felt bad Council Member Newton had said that he was going to vote against corruption, and this was a feel good vote. He said that the last time that he was here, he heard that Council Member Newton said some nice things about him. He said that he did not hear anything about his unjust termination. He pointed out that the new Health Director had closed down the building where the contaminated dirt pile was.

Mr. Young claimed he likes all people. As a pastor and a home owner, he felt that he had to keep coming back before the Council because he had something to say and was doing the right thing. He said that he had come before the people who looked like him. Then he spoke about a white man who took away his job and mentioned that Council Member Spain and Council Member Langan had looked into the situation. Then he mentioned Mr. Ricci and wondered about the situation in Public Facilities.

**Christine Connor**  
105 Linwood Avenue  
Bridgeport, CT 06605

Paving of street and Handicap  
Parking.

Christine Conner was called three times and did not respond.

**Dasha Spell**  
284 Beechwood Avenue  
Bridgeport, CT 06604

CSMA and BOE.

Ms. Dasha Spell was called three times and did not respond.

**Beth Lazar**  
1241 Main Street  
Bridgeport, CT 06604

Save Seaside Park – Protest Wall &  
Pollution.

Ms. Beth Lazar yielded her time.

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

Fiscal Governance.

Mr. John Marshall Lee came forward and read the following statement into the record:

Good evening Council members....

What holds you to crafting a budget that the public can trust and fully support? Is it dedication to the Charter or Ordinances? Do you have enough time to learn about city operations and funding during 30-40 days per year? What happens to the lists of items discovered in that time and set aside for further study? Could it be that the fiscal story you are told year in and year out by the administration (plus more importantly the stories you have not been told with real backup numbers showing actual fiscal results) equals the real story?

Do you ask for credible help in the form of fiscal talent who can provide attentive oversight, month in and month out, observe best practices from other communities and do research for our City? If the limited assistance paid for with our dollars for the past three years are not adequate in quality or quantity, there is not one taxpayer I know who would object to your hiring one or more such tasked individuals full time to make your pursuit of fairness and equity for taxpayer citizens and public services equal in value, something to be proud of. Show the value of putting operations and finances in a spotlight.

Have you allowed your working conditions in the big picture to become unbalanced? Many of you spend the majority of your stipends on business expenses for attending meetings on better municipal practices. What happens then? The expenses are paid, but what did the taxpayer receive by paying your "business expenses" through a stipend that is neither open nor transparent to all? Are you accountable and honest about the stipends? More than \$100,000 annually is spent on transportation, hotels, meals and registrations of what value to the community?

Mayor Ganim has been Mayor for more than 15 years. Recent budgets show his actual priorities. They are what he presents to you. Funds for operating the public education system are not part of his plans for future economic development of the City or of meeting current needs. Instead this year, knowing the temper of the community for the massive tax increase three years ago, he offers a slight tax decrease, which you have further reduced. Please stop and consider that a tax decrease is an indication that the City is showing surpluses at year end because of a high mil rate? The City has enjoyed a "profit" from its budgets that have allowed lots of political appointments without accountability for fiscal results, and continuing long term pension and bond funding issues. So in an election year Ganim has "found some taxpayer money" that it can "return to taxpayers"? But nothing additional for the school age youth? Insulting? Political gamesmanship? And puts the question in your lap to resolve?

What about use of consultants by a Mayor with 15 years of operational experience?? Where is Joseph Jaffe hired by Guidepost Solutions in mid February nearly three months ago in his "review of city policies and procedures"? (I wrote to him on February 20 and am still awaiting a response.) I would direct him to City Print Shop to see why there is no recorded revenue at all but cash and checks come in? Why have Service Indicators of past years decreased (think of email and other technology advances) yet expenses continued to increase? And there are private clients served (at an increased expense? But those revenues are not shown?) At the end of the day who can prove that the work accomplished is worth the nearly \$750,000 requested and spent in recent years? Need another consultant?

Formats like Open Checkbook do not allow you to see where Capital funds are spent? Why not? The taxpayer must pay principal and interest on City borrowed funds each year. And yet cannot see how much money is left in each capital account and access how far the project has proceeded. Is this OPEN by any definition?

200,000 bulbs were planted last fall at what expense and by whom in time to show this spring? Beauty for weeks and to be remembered, but how many pre-school youth will not learn their alphabet, as a tradeoff for creating a 2019 political memory?

Last week revealed that \$10 Million of unpaid parking fines for the past seven years continues? \$1.5 M worth of annual scofflaws? The solution is to recognize the problems earlier in a year and deal with them, perhaps at your next conference attendance? Write off the problems! Ring in solutions. Is it Finch's or Ricci's fault? Will the Teflon endure? Time will tell.

Council President Nieves announced that this was the last of the speakers who had signed up in advance. She said that there was one speaker who had signed up on the sheet to speak at the meeting.

**Maria Pereira**

Board of Education  
45 Lyon Terrace  
Bridgeport, CT 06604

Ms. Maria Pereira came forward and said that she may be one of the few who attended all the Budget meetings. She said that she had a better attendance record than the Committee members themselves. Ms. Pereira pointed out that Council Member Defilippo was not present to hear the constituents speak.

Ms. Pereira said that during the Public Hearings, no one came forward to ask about the budgets for the City Attorney's Office, but every single speaker came forward to advocate for more funding for the public schools. The City has added positions to its staff every single year while the Board has cut 231 positions in the last three years. Ms. Pereira said that when Council Members asked about cutting vacant positions, Mr. Nkwo would say that the position was filled. Ms. Pereira wanted to know what that would have to do with anything. The BOE cut hundreds of filled positions.

Ms. Pereira said that Council Member Zambrano Viggiano had spoken in a very intelligent and articulate way in advocating for the children and the needs of the students. This year is a year of financial crisis for the Bridgeport Public schools. The deciding factor when people consider moving into an area is the condition of the public schools. For some reason, the Mayor and the majority of the Council Members don't comprehend this or how it impacts the community. There was a lot of discussion about the taxpayers, the seniors and impact of a .387 reduction in the mill rate, which would save the average tax payer slightly over a dollar a week.

Ms. Pereira then named a number of current Council Members from the previous Council who had voted on a tax increase which was the largest tax increase in history. She asked where their concern for the seniors and the taxpayers then.

Ms. Pereira said that when there is a school closure, it decimated the local property values and the neighborhood. It impacts the minority students because they are the ones that take the shot. This results in increased absenteeism, tardiness because it has disrupted their lives. The adults



that had previously been in their lives are now gone. She spoke about the wonderful school volunteers and outlined the benefits they bring to the students.

Ms. Pereira encouraged everyone to talk to their neighbors about what they wanted to do. She said that it would be important to focus on the City Council candidates and elect someone who supports public schools and the taxpayers. Those are the people that they should vote for. This is disgraceful. Some of the Council members have done great jobs, but it is important to have people on the Council who support the children.

### **ADJOURNMENT**

Council President Nieves adjourned the Public Speaking portion of the Council meeting at 7:03 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, MAY 6, 2019**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Ganim called the meeting of the City Council to order at 7:06 p.m.

**PRAYER**

Mayor Ganim requested Council Member McBride-Lee to lead those present in an opening prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Ganim requested Council Member Herron in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

130th District: Christina Smith, Pete Spain.  
131st District: Jack Banta, Denese Taylor-Moye  
132nd District: Marcus Brown, Kyle Langan  
133rd District: Jeanette Herron, Michael Defilippo  
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Council President Nieves said Council Member Vizzo-Paniccia was not present due to a death in the family.

Council Member Newton announced that a former Council Member, the sister of Geraldine Johnson passed away at the age of 93. It was also noted that former Bridgeport Mayor Panuzzio had passed away. Mayor Ganim announced a moment of silence in recognition of these two former Bridgeport officials.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: April 1, 2019**

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVE THE APRIL 1, 2019 CITY COUNCIL MINUTES.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION TO APPROVE THE APRIL 1, 2019 CITY COUNCIL MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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**consent Calendar**

**71-18            Resolution presented by Council Member(s) Spain, Lyons, Banta, Langan, Herron, Roman-Christy, Valle, Nieves, Jackson, N. Smith & Martinez re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing**

and Parking Generally, amend to add New Section, 10.12.015 – Lawn Parking, referred to Ordinance Committee.

**72-18** Resolution presented by Council Member(s) Valle & Nieves re: Request that the Intersection of Kossuth Street and Maple Street be designated as an “All-Way” Stop with appropriate signage and road markings, referred to Board of Police Commissioners.

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

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**\*\* COUNCIL MEMBER MARTINEZ MOVED TO COMBINE AND APPROVE THE FOLLOWING COMMUNICATIONS TO BE REFERRED TO COMMITTEES WITH THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**73-18** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT – URBAN ACTION GRANT PROGRAM FOR MCLEVY HALL, (#19449), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**74-18** COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH BRIDGEPORT POLICE LOCAL #1159 AND COUNCIL 4 AFSCME, AFL-CIO REGARDING THEIR BARGAINING CONTRACT, REFERRED TO CONTRACTS COMMITTEE.

**75-18** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION DIAL-A-RIDE MUNICIPAL GRANT PROGRAM FOR THE ELDERLY AND DISABLED, (#FY20-22), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**76-18** COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT – URBAN ACTION GRANT PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**77-18** COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH METROPOLITAN COUNCIL OF GOVERNMENTS FOR THE ADMINISTRATION OF THE CONNECTICUT AVENUE AND STRATFORD AVENUE TRANSPORTATION DEVELOPMENT

**AND SAFETY CORRIDOR STUDY, REFERRED TO CONTRACTS COMMITTEE.**

**78-18 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT FOR 337 KNOWLTON STREET AND ORDERING A PUBLIC HEARING MAY 20, 2019 (FULL COUNCIL) RELATIVE TO THE SAME, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE. CONSENT CALENDAR**

**71-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) SPAIN, LYONS, BANTA, LANGAN, HERRON, ROMAN-CHRISTY, VALLE, NIEVES, JACKSON, N. SMITH & MARTINEZ RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.12 – STOPPING, STANDING AND PARKING GENERALLY, AMEND TO ADD NEW SECTION, 10.12.015 – LAWN PARKING, REFERRED TO ORDINANCE COMMITTEE.**

**72-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) VALLE & NIEVES RE: REQUEST THAT THE INTERSECTION OF KOSSUTH STREET AND MAPLE STREET BE DESIGNATED AS AN “ALL-WAY” STOP WITH APPROPRIATE SIGNAGE AND ROAD MARKINGS, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

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

**79-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NIEVES & VALLE, RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 5.48 – STREET VENDORS, ITINERANT VENDORS AND MOTOR VEHICLE VENDORS, AMEND TO ADD NEW SECTION, 5.48.300 – PEDAL CABS (PEDICABS), REFERRED TO ORDINANCE COMMITTEE.**

**\*\* COUNCIL MEMBER BROWN SECONDED.**

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

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

**\*56-18 Contracts Committee Report re: Lease Agreement with East Main Development, LLC for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street.**

**\*49-18 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Local Bridge Program and Urban Act Grant Program for the Congress Street Bridge (#19202/8P663).**

**\*59-18 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Corelogic Commercial Tax Services.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. There were no requests to remove items from the Consent Calendar.

City Clerk Martinez then read the consent agenda items into the record.

**\*\* COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

**\*56-18 CONTRACTS COMMITTEE REPORT RE: LEASE AGREEMENT WITH EAST MAIN DEVELOPMENT, LLC FOR THE EAST SIDE SENIOR CENTER LOCATED AT 1053-1057 EAST MAIN STREET AND 440 ARCTIC STREET.**

**\*49-18 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR LOCAL BRIDGE PROGRAM AND URBAN ACT GRANT PROGRAM FOR THE CONGRESS STREET BRIDGE (#19202/8P663).**

**\*59-18 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – CORELOGIC COMMERCIAL TAX SERVICES.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

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

**MATTERS TO BE ACTED UPON:**

**60-18 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.**

**\*\* COUNCIL MEMBER HERRON MOVED AGENDA ITEM 60-18 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT KEVIN HIGGINS HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (C. SMITH, SPAIN, BANTA, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE,**

JACKSON, N. SMITH, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (LYONS).

**61-18** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Daniel Magri having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

**\*\* COUNCIL MEMBER HERRON MOVED AGENDA ITEM 61-18 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT DANIEL MAGRI HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (C. SMITH, SPAIN, BANTA, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (LYONS).**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING TO THE AGENDA.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Spain said that he did not receive the copy of budget until after 3 this afternoon, which gave him no time to contact his constituents. He pointed out that the budget was approved out of Committee on Saturday night. Going forward, Council Member Spain said that the information should be released at least 24 hours before the vote.

**\*\* THE MOTION TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING TO THE AGENDA PASSED UNANIMOUSLY.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO ADD AN ITEM REGARDING THE MAYOR'S PROPOSED GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 TO THE AGENDA.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

**\*\* THE MOTION TO ADD AN ITEM TO THE AGENDA PASSED UNANIMOUSLY.**

**64-18 Resolved that the Mayor's Proposed General Fund Budget for Fiscal Year 2019-2020 be, and it hereby is approved as amended below and attached hereto:**

a.) Revenue increases	\$4,458,744.00
b.) Revenue decreases	\$5,450,000.00
<b>Total Revenue</b>	<b>\$ -991,256.00</b>

<b>c.) Appropriation Increases</b>	<b>\$ -1,702,666.00</b>
<b>d.) Appropriation Decreases</b>	<b>\$ 2,694,922.00</b>
<b>Total Appropriation</b>	<b>\$ 991,256.00</b>

**e.) General Fund Budget Fiscal Year 2019-2020 as amended and attached hereto.**

Council President Nieves gave a brief explanation of the votes that would be required by the Council Members. Mayor Ganim gave a brief history of the current budget status.

Council Member Langan asked if it was possible to vote on the decreases via that would impact the increases. Mayor Ganim said that the item had to be moved first.

Council Member C. Smith said that she wanted to make a personal statement.

Last year I was new on the City Council and on the committee which sets our budget and the mill rate for the year. I voted yes on the work that we did because I believed in the efforts we took in putting together the City's budget. But they say ignorance is bliss, and over the last few weeks I've come to better understand the workings that truly determine our budget. It is not a negotiation and compromise as one would expect, but a system of patronage, politics, and threats that funnel money to where it should not go at the expense of the kids and the place it should be going to move the City forward. I cannot sit by and think that the efforts made on Saturday was the best that we could do, not when I know that a number of the budget changes made were done for reasons that have to do more with politics and patronage than doing what's best for our City.

They say it takes one to no one so perhaps the reason those who consistently harp on and question the validity of the BOE budget do so because they have seen firsthand or know that they are actively themselves taking part in patting the budget of other departments with patronage jobs and light items that should not be there, thus they can only assume the BOE is doing it too. Many may think a job or raise here or there is not just part of the politics game but when added up these patronage jobs and light items cost taxpayers millions of dollars while at the same time depriving the kids in our schools of the opportunity to get the education they need even to attempt to make it in a society that often puts undue barriers in front of them because of their skin color or ethnic ethnicity.

I try to do my best to live a life where I do no harm, and in particular, where my efforts for success are done in a way so as not to harm others. Not only does voting for this current budget go against the voices that spoke up to fund our schools, voices that did not ask for a tax cut, it goes against my own personal values – as a human being who believes in helping others, not for my own gain, but to support them so they may succeed. Bridgeport is not unique in the financial woes that plague the school system and the City overall, but it could be unique in taking the steps to support the systems that have caused our City and schools to languish in a hierarchy an structure that favors those who would step on others, including children, to advance themselves.



When I agreed to run for City Council, I did so naïvely, agreeing because I thought it would be yet another opportunity to work towards contributing to bringing prosperity back to a city that was once a leader in this nation. But I didn't know the extent to which others, public servants no less, would go to only enrich themselves. Society may paint large, for-profit corporation entities and capitalism as the evil against our fellow human beings, but here, in a role where we are meant to be public servants, too many are serving themselves, and either lie to or convince themselves that the actions they are taking our best for the City. At best it's willful ignorance, but in reality it's a blatant disregard for the citizens of this City. I am okay with those who want to advance themselves but I am not okay when it's dishonest and as at the expense of others. Systems, good and bad, are created by individuals. So each person participating in that system is responsible for the outcomes that result from the actions that the system takes. Given that as an individual, I play a part in this system, I refuse to be complicit in denying the students or Bridgeport the support they need support to thrive in a country where again many of them, because of their race, especially in our current national political environment, will already face numerous hurdles at a fair chance to succeed in life.

As we vote on the budget tonight or tomorrow if that may be the case, I know that most of you will vote yes, but I ask my fellow City Council members to ask themselves what they are really voting for, what they are really supporting. Thank you.

Council Member Newton said that as someone who was not on the Budget Committee said that the City needs to have some property tax cuts. He said that there are many people in his District who want tax cuts. Bridgeport is the highest taxed city in the State. Stratford has a mill rate of 39 mill rate and they recently gave their property owners a \$5.00 tax cut. He said that \$10.00, \$25.00, or \$100.00 might not mean a lot to people in Black Rock, but in his District it could be a meal on the table, a pair of shoes or other things. He said that he takes exception to being told that his constituents don't want a tax cut. Council Member Newton said that what goes around, comes around. When people cast stones, they need to look in the mirror. This was not an easy process because most of the money goes to salaries and pensions. He said that there is only so much that people can do with the revenue from car taxes and property taxes. He said that he hoped that the Council would accept the hard work that the Committee put into the budget. He said that he was there for every budget meeting.

Council Member McBride-Lee said that when she first ran for Council, she intended to do something about taxes. She said that she does not know how many people visit soup kitchens or go to their pastors asking for a couple of dollars to get through. She doesn't know how many people have been touched by someone who has died by violence. Money is not going to solve everything.

Council Member McBride-Lee said that she had taken a poll in her church yesterday and offered her parishioners the choice between a tiny tax cut and more money for schools. Some of her parishioners are on a fixed income. She said that she was tired of people telling her that she does not care about children. She knows what it means to be without. She said that she does not want to hear that she cannot think for herself. She said that she graduated from UB and the University of Southern Alabama.





b.) Revenue decreases \$5,450,000.00

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION TO APPROVE THE MAYOR'S PROPOSED GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 REVENUE DECREASES OF \$5,450,000.00 PASSED WITH EIGHTEEN (18) IN FAVOR (C. SMITH, SPAIN, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ZAMBRANO-VIGGIANO, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (BANTA).**

**\*\* COUNCIL PRESIDENT NIEVES MOVED THE FOLLOWING ITEM:**

c.) Appropriation Increases \$ -1,702,666.00

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

**\*\* COUNCIL MEMBER SPAIN MOVED TO AMEND THE MOTION TO INCREASE THE LIBRARY ACCOUNT (#017000) BY 1.3 MILLS WHICH IS EQUAL TO \$501,117.00.**

**\*\* COUNCIL MEMBER LANGAN SECONDED.**

**\*\*THE MOTION FAILED TO PASS WITH EIGHT (8) IN FAVOR (C. SMITH, SPAIN, BANTA, LANGAN, LYONS, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, AND JACKSON) AND ELEVEN (11) OPPOSED (TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, MCBRIDE-LEE, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ, AND NEWTON).**

**\*\* THE MOTION TO APPROVE THE MAYOR'S PROPOSED GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 APPROPRIATION INCREASES OF \$ - 1,702,666.00 PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ, AND NEWTON) AND THREE (3) AGAINST (SPAIN, ZAMBRANO-VIGGIANO AND JACKSON).**

d.) Appropriation Decreases \$ 2,694,922.00

**\*\* COUNCIL PRESIDENT NIEVES MOVED THE FOLLOWING ITEM:**

d.) Appropriation Decreases \$ 2,694,922.00

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* COUNCIL MEMBER LANGAN MOVED TO REDUCE THE LINE ITEM TITLED CITY ATTORNEY LEGAL SERVICES (#01060000 56130) FROM THE PROPOSED AMOUNT OF \$650,000 BY \$100,000 TO \$550,000.**

**\*\* COUNCIL MEMBER SPAIN SECONDED.**

**\*\* THE MOTION FAILED TO PASS WITH SIX (6) IN FAVOR (C. SMITH, SPAIN, BANTA, BROWN, LANGAN, AND JACKSON) AND THIRTEEN (13) AGAINST (TAYLOR-MOYE, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ, AND NEWTON).**

**\*\* COUNCIL MEMBER SPAIN MOVED TO DECREASE THE LINE ITEM TITLED POLICE OVERTIME REGULAR 1.5X OVERTIME PAY (# 1250000 51108) BY \$175,000 FROM \$1,721,959 TO \$1,896,959.00.**

**\*\* COUNCIL MEMBER JACKSON SECONDED.**

Council Member Lyons pointed out that at the budget meetings they announced that they had reduced it by \$1 million. She said that the account has been cut twice.

**\*\* THE MOTION FAILED TO PASS WITH SIX (6) IN FAVOR (C. SMITH, SPAIN, BROWN, LANGAN, ZAMBRANO-VIGGIANO AND JACKSON) AND THIRTEEN (13) AGAINST (BANTA, TAYLOR-MOYE, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ, AND NEWTON).**

**\*\* THE MOTION TO APPROVE THE MAYOR'S PROPOSED GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020 APPROPRIATION DECREASES OF \$ 2,694,922.00 PASSED WITH FOURTEEN (14) IN FAVOR (BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, N. SMITH, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (C. SMITH, SPAIN, LANGAN, ZAMBRANO-VIGGIANO, AND JACKSON).**

Council President Nieves said that there was one more item to add to the agenda. However, the Council Members who have conflicts, must leave the meeting.

The following Council Members left the meeting:

130th District: Pete Spain.

131st District: Jack Banta, Denese Taylor-Moye

133rd District: Jeanette Herron

134th District: Michelle Lyons

135th District: Rosalina Roman-Christy

136th District: Alfredo Castillo, Maria Zambrano Viggiano

137th District: Maria Valle

138th District: Karen Jackson

139th District: Ernest Newton, Eneida Martinez

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA.**

**\*\* COUNCIL MEMBER BROWN SECONDED.**

**\*\* THE MOTION TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA PASSED UNANIMOUSLY. (ITEM #70-18)**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO APPOINT THE FOLLOWING COUNCIL MEMBERS TO THE SPECIAL COMMITTEE FOR COMMUNITY DEVELOPMENT BLOCK GRANT.**

**NESSAH SMITH (CO-CHAIR)  
MARY MCBRIDE-LEE (CO-CHAIR)  
CHRISTINA SMITH  
AIDEE NIEVES  
KYLE LANGAN  
MICHAEL DEFILIPPO  
MARCUS BROWN**

**\*\* COUNCIL MEMBER BROWN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER BROWN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:34 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

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

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. #73-18 Ref'd to ECD&E Committee on 05/06/2019**

April 29, 2019

Office of the City Clerk  
City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY -1 AM 9:30  
MAY 19 2019

**Re: Resolution –State of Connecticut Department of Economic & Community Development-  
Urban Action Grant Program for McLevy Hall (#19449)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Economic & Community Development – Urban Action Grant Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant: State of Connecticut Department of Economic & Community Development  
Urban Action Grant Program**

If you have any questions or require any additional information, please contact me at 203-576-7134 or [isolina.dejesus@Bridgeportct.gov](mailto:isolina.dejesus@Bridgeportct.gov).

Thank you,

Isolina DeJesus  
Central Grants Office



## GRANT SUMMARY

**PROJECT TITLE: State of Connecticut Department of Economic & Community Development  
Urban Action Grant Program (#19449)**

NEW                          RENEWAL                      CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME:                      **Isolina DeJesus**

PHONE NUMBER:                      **203-576-7134**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Office of Planning and Economic Development is seeking funding to restore the exterior of the Historical Building, McLevy Hall. The State of Connecticut Bond Commission approved the use of \$1,500,000 of Urban Action funds at the September 20, 2018 Bond Commission Meeting. These funds will be used to replace the roof of McLevy Hall and develop a comprehensive work plan for restoration of the exterior.

**CONTRACT PERIOD:** To Be Determined

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 1,500,000
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Legal Fees	\$ 5,000
Construction:	\$ 1,250,000
Contractual:	\$ 245,000 ( <i>\$ 15,000 Historical Consultant; \$ 230,000 Planning/Assessment/Engineering</i> )

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$	\$
Supplies:	\$	\$
Construction:	\$	\$
Other:	\$	\$



**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut  
Department of Economic & Community Development Urban Action Grant Program  
for McLevy Hall Restoration (#19449)**

**WHEREAS**, the **State of Connecticut Department of Economic & Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **State of Connecticut Urban Action Grant Program**; and

**WHEREAS**, funds under this grant will be used to restore the exterior of the historical building known as McLevy Hall; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Economic & Community Development – Urban Action Grant Program** to restore the exterior of McLevy Hall.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Economic & Community Development** for the purpose of the **Urban Action Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Economic & Community Development – Urban Action Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



CITY OF BRIDGEPORT, CONNECTICUT  
**OFFICE OF LABOR RELATIONS**

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

JANENE HAWKINS  
Director

JOSEPH P. GANIM  
Mayor

May 1, 2019 Comm. 74-18 Ref'd to Contracts Committee on  
05/06/2019.

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

**RE: Bridgeport Police Local #1159, and Council 4 AFSCME, AFL-CIO  
Tentative Agreement**

Dear Honorable Members:

The City of Bridgeport and the Bridgeport Police Local #1159 and Council 4 AFSCME, AFL-CIO have reached a tentative agreement regarding their bargaining contract. Attached for your review is a copy of the signed tentative agreement. This agreement is subject to ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject as a whole ... As this agreement was signed on April 18, 2019 this requirement has been met.
2. Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submissions to said body. Based on this language, if the City Council does not accept or reject the agreement by June 1, 2019, the agreement will be considered approved by operation of law.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,

Janene Hawkins  
Director of Labor Relations

Cc: Mayor Joseph P. Ganim  
Daniel Shamas, Chief of Staff  
John Gomes, Chief Administrative Officer

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY - 1 AM 10:27  
CITY CLERK

**Tentative Agreement Between  
City of Bridgeport  
&  
Bridgeport Police Local #1159  
Council #4 AFSME, AFL-CIO**

The City of Bridgeport ("City") and Bridgeport Police Local #1159, Council #4 AFSME, AFL-CIO ("Union") covenant and agree that the following represents their Tentative Agreement for a successor contract to the collective bargaining agreement which expired on June 30, 2016:

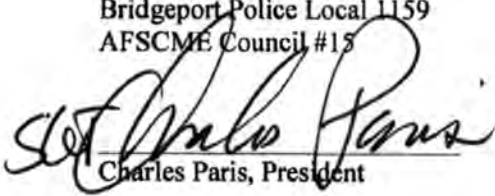
Contract Duration	July 1, 2016 – June 30, 2021
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Wages	Increase
Retroactive to 7/1/2016	1.0%
Retroactive to 7/1/2017	2.5%
Retroactive to 7/1/2018	2.0%
Effective 7/1/2019	2.0%
Effective 7/1/2020	2.0%

1. **Article 37.2 (B) – Extra Police.** The City shall increase the surcharge rate from ten dollars (\$10.00) per hour to seventeen dollars (\$17.00) per hour, with an increase to officers of one dollar (\$1.00) per hour. This increase is applicable to construction, utility and road jobs. These new rate increases are not applicable to department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract.
2. **Article 25 - Minimum Pay for Call Back and Off-Duty Arrests and Off-Duty Court.** Each such officer recalled to duty shall be paid a minimum of four (4) hours. The City agrees that it shall not employ this language to split an eight (8) hour shift assignment. This is applicable for all divisions and assignments. (Attached as Exhibit A)
3. **Premium Cost Share** – Employees subject to the 1% per year premium cost share percentage escalator clause shall have no increase in said premium cost share percentage during the fiscal year July 1, 2019 – June 30, 2020. The previously negotiated escalator clause increases shall resume on July 1, 2020.
4. **Article 11.4 - Disciplinary Action.** (Attached as Exhibit B)
5. The Union and the City agree that all references to the phrase "suspension with pay" contained in the contract shall be changed to "administrative leave with pay."
6. The undersigned parties covenant and agree that this Tentative Agreement shall be subject to the ratification of the City and the Union. In the event that this Tentative Agreement is not ratified by either the City or the Union, it shall be deemed null and void. Further, this Tentative Agreement shall not be presented as evidence for a bargaining history in any proceedings or arbitration hearings.

Dated this \_\_\_\_ day of April 2019.

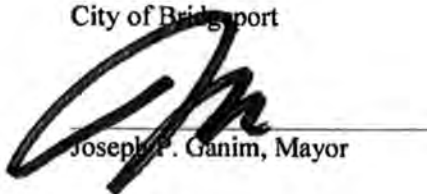
Bridgeport Police Local 1159  
AFSCME Council #15

  
Charles Paris, President

4-18-19

Date

City of Bridgeport

  
Joseph P. Ganim, Mayor

4/18/19

Date

**Exhibit A: ARTICLE 25**

**MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT**

Section 25.1 - Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.3 - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.4 - Whenever any member of this department, while off-duty, makes an arrest, or a juvenile referral, and is required to come to the station house to complete the arrest and write his reports he shall be paid for such work. His superior officer will note the time of arrest and time of completion and submit his name for payment on the overtime sheet, for no less than a minimum of four (4) hours. The payment of recall pay and off-duty arrest will be pursuant to Article 14, Overtime Pay.

Section 25.5 - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

Section 25.6 - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the four (4) hours minimum for recall day, provided it is directly connected to the recall period.

Section 25.7 - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

Section 25.8 - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty but may return at his own option.

Section 25.9 - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

Section 25.10 - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department

of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police duties or activities shall be paid in the following manner:

- A. All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.
- B. Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.
- C. All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.
- D. Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

Section 25.1 1- The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.

## Exhibit B: ARTICLE 11

### DISCIPLINARY ACTION

**Section 4** - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or suspended with pay or placed on administrative status and may be prohibited from working or may be assigned to work other than his regular duties within his own division or in a non-biddable position, at the discretion of the Chief or his designee until such charges have been drafted and/or heard and a decision rendered. In the event the employee is suspended with pay or placed on administrative status and assigned to inside work, he shall not be entitled to outside overtime, but shall be entitled to inside overtime in the position to which he is assigned. Any such employee assigned to inside work may still seek a make whole remedy for lost overtime.

**When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.**

The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on suspension with pay and/or administrative status assigned in accordance with this Section. Any such immediate suspension without pay may only be imposed and continued in cases where the officer has been arrested for felony charges or is unavailable for duty because of incarceration; or because of institutionalization in connection with actions that would constitute a felony. If any employee is suspended without pay under this Section 4, he shall, within ten (10) work days of such suspension, have a hearing with reference to the charges against him commenced by the Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60) days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61<sup>st</sup>) day.

- A. All disciplinary investigations referred by the Chief to the Office of Internal Affairs must be completed by Internal Affairs within one hundred and twenty (120) days of the referral. The one hundred and twenty (120) day timeline shall**

not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. The Chief shall have thirty (30) days from receipt of the Internal Affairs report to notice a bearing on the charges. The hearing shall commence within fourteen (14) days from said notice. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

- B. Any internal disciplinary investigation not referred to Internal Affairs must be completed with a decision issued by the Chief within one hundred twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. A bearing shall be noticed by the Chief within fourteen (14) days of his receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.





JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

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

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. #75-18 Ref'd to ECD&E Committee on 05/06/2019**

April 29, 2019

Office of the City Clerk  
City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY -1 AM 9:30  
BRIDGEPORT  
CITY CLERK

**Re: Resolution – State of Connecticut Department of Transportation Dial-A-Ride  
Municipal Grant Program for the Elderly and Disabled (FY20-22)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation Dial-A-Ride Municipal Grant Program for the Elderly and Disabled** to be referred to the ~~Committee on Public Safety and Transportation~~ of the City Council.

*ECD&E Committee 5-1-2019 FO*

**Grant: State of Connecticut Department of Transportation Dial-A-Ride  
Municipal Grant Program for the Elderly and Disabled (#20408-#22408)**

If you have any questions or require any additional information, please contact me at 203-332-5665 or [Melissa.oliveira@Bridgeportct.gov](mailto:Melissa.oliveira@Bridgeportct.gov).

Thank you,

Melissa Oliveira  
Central Grants Office



## GRANT SUMMARY

**PROJECT TITLE:** State of Connecticut Department of Transportation Dial-A-Ride  
Municipal Grant Program for the Elderly and Disabled (#20408-#22408)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Melissa Oliveira

**PHONE NUMBER:** 203-332-5665

**PROJECT SUMMARY/DESCRIPTION:** Funds are appropriated to the Greater Bridgeport Transit Authority for the Dial-A-Ride program which provides transportation for seniors and individuals with disabilities. This resolution is being requested to cover a 3-year period due to the purpose and allocation remaining the same from year to year. In addition, the timeframe for the submission of application to project completion is typically shorter than the Council Resolution timeframe.

**CONTRACT PERIOD:** FY20-FY22

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 81,121
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Supplies:	\$
Construction:	\$
Other:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Source: Dept. on Aging		
Salaries/Benefits:	\$	\$ 81,121
Supplies:	\$	\$
Construction:	\$	\$
Other:	\$	\$

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Department of Transportation  
Dial-A-Ride Municipal Grant Program for the Elderly and Disabled (#20408-#22408)**

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

**WHEREAS**, this funding has been made possible through the **State of Connecticut Department of Transportation Dial-A-Ride Municipal Grant Program for the Elderly and Disabled**; and

**WHEREAS**, funds under this grant will be appropriated to Greater Bridgeport Transit Authority to provide transportation services to the elderly and disabled residents; and

**WHEREAS**, it is desirable and in the public interest that The Greater Bridgeport Transit Authority submit an application to the **State of Connecticut Department of Transportation** to support the Dial-A-Ride Municipal Grant Program.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the Greater Bridgeport Transit Authority grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of the **Dial-A-Ride Municipal Grant Program for the Elderly and Disabled**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such documents with **the Greater Bridgeport Transit Authority's application** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

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

ISOLINA DeJESUS  
Manager  
Central Grants

**Comm. #76-18 Ref'd to ECD&E Committee on 05/06/2019**

April 29, 2019

Office of the City Clerk  
City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY - 1 AM 9:30  
ATTEST  
CITY CLERK

**Re: Resolution –State of Connecticut Department of Economic & Community Development  
Urban Action Grant Program**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Economic & Community Development – Urban Action Grant Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant: State of Connecticut Department of Economic & Community Development  
Urban Action Grant Program**

If you have any questions or require any additional information, please contact me at 203-576-7134 or [isolina.dejesus@Bridgeportct.gov](mailto:isolina.dejesus@Bridgeportct.gov).

Thank you,

Isolina DeJesus  
Central Grants Office



## GRANT SUMMARY

**PROJECT TITLE: State of Connecticut Department of Economic & Community Development  
Urban Action Grant Program**

NEW                          RENEWAL                      CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME:                      **Isolina DeJesus**

PHONE NUMBER:                      **203-576-7134**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Office of Planning and Economic Development is seeking funding to restore the exterior of the Historical Building, McLevy Hall. The State of CT Bond Commission determined that this project met the urban revitalization goals. Therefore, these earmarked funds will be used to replacing the roof of McLevy Hall. Then the City will move to the second objective of developing a comprehensive work plan for restoration of the exterior. The City will engage an architectural firm experienced in exterior restoration to generate plans on the building and assist the City in developing a restoration work plan for the grant. Additional professional services are anticipated to be needed for the planning effort including engineering services and a historical consultant.

**CONTRACT PERIOD:** To Be Determined

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 1,500,000
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Administrative/DECD	\$ 5,000
Legal	
Supplies:	\$
Construction:	\$ 1,250,000
Contracting:	\$ 15,000 (Historical Consultant) \$ 230,000 (Planning/Assessment/Engineering)

MATCH REQUIRED		
	CASH	IN-KIND
Source:		
Salaries/Benefits:	\$	\$
Supplies:	\$	\$
Construction:	\$	\$
Other:	\$	\$

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut**

**Department of Economic and Community Development Urban Action Grant Program  
for Remington Arms Complex (#19215)**

**WHEREAS**, the **State of Connecticut Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **State of Connecticut Urban Action Grant Program**; and

**WHEREAS**, funds under this grant will be used to support ongoing demolition, site remediation and historic preservation at the Remington Arms Complex; and

**WHEREAS**, the State of Connecticut Bond Commission approved the use of \$1M of Urban Action Grant funds at the December 11, 2018 Bond Commission Meeting; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Economic and Community Development** to assist with the ongoing demolition, site remediation and historic preservation at the Remington Arms Complex.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Economic and Community Development** for the purpose of the **Urban Action Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Economic and Community Development – Urban Actin Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

COMM. 77-18 Ref'd to Contracts Committee on 05/06/2019.

WILLIAM J. COLEMAN  
Deputy Director

April 29, 2019

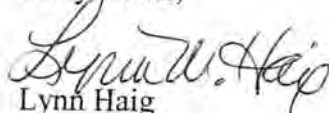
City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: *Connecticut Avenue and Stratford Avenue  
Transportation, Development and Safety Corridor Study*

Dear City Clerk and Honorable Members of the City Council:

The attached resolution would authorize the City's Office of Planning and Economic Development to enter into the attached Professional Services Agreement with the Metropolitan Council of Governments for the administration of the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study*. This item is for referral to the Contracts Committee.

Truly Yours,

  
Lynn Haig  
Director of Planning

C: Tom Gill, Director  
Bill Coleman, Deputy Director

RECEIVED  
CITY CLERKS OFFICE  
19 MAY - 1 PM 4: 47  
ATTEST  
CITY CLERK

**WHEREAS**, the City's Master Plan of Conservation and Development, "Plan Bridgeport," establishes that the City shall focus on strengthening its neighborhoods by making them more livable, more walkable, by introducing safer "complete streets," by advancing "vision zero" traffic safety concepts, by designing roadways and public realm improvements that are conducive to desirable commerce and that make our neighborhoods more connected internally and to one another;

**WHEREAS**, the "East End Neighborhood Revitalization Zone Strategic Plan," originally adopted in August 2005, (the "NRZ Plan") makes a series of recommendations that are designed to improve the East End, in part by focusing on the transportation infrastructure and roadways within the neighborhood:

**WHEREAS**, with respect to Stratford and Connecticut Avenues, the NRZ Plan finds that:

*Both have high number of accident reports;*  
*Motorists regularly exceed posted 25 mph and 35 mph speed limits;*  
*One-way avenues facilitate traffic flow through, but not within, the neighborhood;*

**WHEREAS**, the NRZ Plan recommends re-routing through traffic and truck traffic to corridors at the edges of the neighborhood so that local streets, especially Stratford Avenue, but also Newfield and Hollister, may be developed as pedestrian and bicycle oriented with traffic calming features to encourage slow-moving traffic conducive to retail and residential activity.

**WHEREAS**, the NRZ Plan further recommends returning Stratford and Connecticut Avenues to two-way use;

**WHEREAS**, the City's Office of Planning and Economic Development ("OPED") desires to advance the NRZ Plan's recommendations;

**WHEREAS**, OPED recognizes that doing so will require formal study and formal analysis of traffic and circulation patterns and accident information, as well as interaction with the State Department of Transportation ("DOT"), with neighborhood constituents, and with business owners, so as to establish specific designs, cost estimates, funding strategies, all of which will be required to construct the capital improvements contemplated by the NRZ Plan recommendations;

**WHEREAS**, in specific anticipation of this work, the Bridgeport City Council authorized \$500,000 in the City's FY 2018 Capital Plan for "Commercial Retail Corridor Traffic Improvements";

**WHEREAS**, in order to attract regional and State support, funding, and awareness for this work, and in order to address its technical aspects, OPED sought the administrative



partnership of the [Greater Bridgeport] Metropolitan Council of Governments (“MetroCOG”);

**WHEREAS**, in August of 2017, the State DOT solicited proposals for Corridor Planning Studies from each of the State’s nine regional Council of Governments (COGs);

**WHEREAS**, pursuant to this solicitation, each municipality in the State was given an opportunity to submit planning study ideas to its regional COGs using CTDOT’s Study Screening Application (“Application”) for the use of Local Transportation Capital Improvement Program (“LoTCIP”) funds for the Corridor Planning Studies;

**WHEREAS**, MetroCOG provided each of the six communities in its region (Bridgeport, Stratford, Trumbull, Monroe, Fairfield, Easton) with an opportunity to submit Corridor Planning Study ideas via the Application;

**WHEREAS**, OPED identified the “*Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study*” (“the “Study”) as its priority and submitted an application on November 30, 2017 in the amount of \$600,000 to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all transportation modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users;

**WHEREAS**, in support of its application, OPED committed \$300,000 of the City Council approved capital funding as local match for the Study;

**WHEREAS**, MetroCOG reviewed the application for conformity with Corridor Planning Study Guidelines, ranked the application and submitted the application to CTDOT;

**WHEREAS**, MetroCOG was notified in August 2018 that the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* was awarded a grant from the State of Connecticut Department of Transportation’s Local Transportation Capital Improvement Program (DOT Project No. DOT01703276GR);

**WHEREAS**, the total awarded project cost of the Study is \$600,000; of which \$300,000 will be funded via the State of Connecticut (DOT Project No. DOT01703276GR) and \$300,000 will be funded via the City Council approved capital fund;

**WHEREAS**, given its relationship with DOT, given its status in the region, given its presence and location within Bridgeport, given its expertise in such work, and given the funding and administrative capacity it has already brought, and will continue to bring, to this initiative, OPED wishes to retain MetroCOG to administer the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* and serve as Project Manager overseeing the Study, including the procurement of a third-party consultant /engineer;

**NOW THEREFORE, BE IT RESOLVED** that the Bridgeport City Council approves the attached Professional Services Agreement between MetroCog and OPED;

**BE IT FURTHER RESOLVED** that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement substantially in the form attached hereto and made a part hereof, subject to the final review and approval of the City Attorney's Office as to form and content, and is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

## **PROFESSIONAL SERVICES AGREEMENT**

*(Connecticut Ave. & Stratford Ave. Corridor Study)*

**THIS AGREEMENT** made this \_\_\_ day of May, 2019 (the "**Agreement**") is hereby entered into by and between the **Connecticut Metropolitan Council of Governments**, with offices at 1000 Lafayette Boulevard, Suite 925, Bridgeport, Connecticut 06604 (the "**Contractor**") and the **City of Bridgeport**, a municipal corporation located at 45 Lyons Terrace, Bridgeport, Connecticut 06604, through the Office of Planning and Economic Development (the "**City**") on the following terms and conditions:

**WHEREAS**, the State of Connecticut Department of Transportation ("CTDOT") solicited Corridor Planning Studies from each of the State's nine regional Council of Governments (COGs);

**WHEREAS**, each municipality was given an opportunity to submit planning study ideas to the COGs using CTDOT's Study Screening Application ("Application") for the use of Local Transportation Capital Improvement Program ("LoTCIP") funds for Regional Planning Studies;

**WHEREAS**, MetroCOG provided each of their six communities an opportunity to submit Corridor Planning Study Ideas via the Application;

**WHEREAS**, the City of Bridgeport identified the "*Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study*" ("the "**Study**") and applied for \$600,000 to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all transportation modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users;

**WHEREAS**, the City of Bridgeport committed \$300,000 in capital funding as local match for the Study;

**WHEREAS**, MetroCOG reviewed the application for conformity with Corridor Planning Study Guidelines, ranked the application and submitted the application to CTDOT;

**WHEREAS**, MetroCOG was awarded a grant from the State of Connecticut Department of Transportation's Local Transportation Capital Improvement Program (DOT Project No. DOT01703276GR) for the Connecticut Avenue and Stratford Avenue Transportation, Development & Safety Corridor Study (the "**Grant**");

**WHEREAS**, the total awarded project cost of the Study is \$600,000; of which \$300,000 will be funded via the State of Connecticut (DOT Project No. DOT01703276GR) and \$300,000 being funded via the City of Bridgeport;

**WHEREAS**, the City and MetroCOG have mutually agreed that MetroCOG will administer the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* and serve as Project Manager overseeing the Study, including the procurement of a third-party consultant / engineer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Contractor to perform the services as described in its Scope of Services (the "**Services**") as set forth and described in **Exhibit A**. Said Services are being performed in connection with the Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study ("Project"). The Contractor shall hold such meetings and site visits that are requested by the City to review the Services being performed. Any change in the Services shall be in writing and shall not exceed the Fee, defined below, unless this Agreement is modified in accordance with Section 18(b) hereof.

This Project is being funded, in part, by a Grant, which is attached hereto as **Exhibit B** and fully incorporated herein. In performing all Services required hereunder, Contractor expressly agrees to comply with all the terms and conditions set forth in the Grant agreement whether or not fully set forth herein.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until [REDACTED] or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities; Retention of Records. The Contractor shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail, which records shall be submitted to the City upon requested. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement. Financial records, supporting documents and all other records pertinent to the Services shall be retained for a period of three (3) years except if any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The retention period starts from the date of submission of the final invoice.

4. Source of Funds Requirements; Price; Payment.

(a) Source of Funds Requirements. The Contractor's activities under this Agreement will be funded from the Grant. Such funding shall be paid to the City to compensate the Contractor for the Services performed in accordance with this Agreement; provided, however, that the parties may agree in the future to continue the services of the Contractor in accordance with the terms of the City's purchasing ordinance, funding requirements and/or funding availability.

(b) Price. Contractor will provide its Services for the fee not to exceed Three Hundred Thousand Dollars (\$300,000.00) ("Fee"), which is fully inclusive of all labor, materials and professional services related to the performance of the Services. Specifically, except as stated herein, the price includes Contractor's wages, overhead, general and administrative expenses, all other indirect costs, direct costs associated with outside technical assistance and performance of professional services, and all other items required to conduct the work.

(c) Payment. Upon the verification of the completion of the Services, the Contractor will submit invoices quarterly for Services performed during the previous quarter, with all backup documentation and, if applicable, reimbursable expenses with receipts, and the like, to OPED, and the City shall pay such invoices within 45 days after receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Contractor. Any and all information and reports, whether supplied orally or in writing by the Contractor, shall be based upon consistent and reliable data-gathering methods and the City may rely upon such information and reports.

6. Proprietary Rights. The City does not anticipate that the Contractor will develop or deliver anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Contractor's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Contractor expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Contractor hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Contractor shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Contractor retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

(c) Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

8. Representations.

The Contractor represents, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Contractor represents that it has full right, power and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly authorized by the Contractor's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by Contractor.

(b) The Contractor represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its

employ, or will hire qualified and trained, personnel to perform the Services and it also has all necessary tools and equipment to perform the Services.

(c) The Contractor represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(d) The Contractor represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(e) The Contractor's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Contractor.

(f) The Contractor will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(g) The Contractor represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Contractor, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(h) The Contractor represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(i) The Contractor represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(j) The Contractor represents that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Contractor shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Contractor; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City

may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Contractor hereunder.

(k) The Contractor represents that, while work is in process, it shall be the Contractor's responsibility to safely control pedestrian and vehicular traffic flow so as to maintain the safety of the work site location.

(l) The Contractor represents that it will neither disrupt the ferry operations on either land or in water nor obstruct access to the First Responder's Dock.

9. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

10. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the CITY:

Director  
Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604

with a copy to:



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

If to the Contractor:

At the address specified above.

11. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Contractor may not terminate for convenience without giving thirty (30) days advance written notice. The City may terminate immediately for convenience upon giving written notice of termination.

12. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

13. Independent Contractor Status. The Contractor and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Contractor shall remain responsible, and shall indemnify and hold harmless the City, from and against liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Contractor, its subcontractors and their respective employees. THE CONTRACTOR REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONTRACTOR AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

14. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

15. Indemnification; Insurance.

(a) Indemnification. The Contractor agrees to, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against claims, liabilities, obligations, causes of action for damages arising out of the Contractor's negligence or misconduct, including direct damage to the City's property, and costs of every kind and description arising from Contractor's work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Contractor shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

A. Insurance requirements: (1) The following insurance coverage is required of the Contractor who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. The Contractor shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Professional Liability insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the CITY at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY**

**ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

"The Bridgeport Port Authority, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604"

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

17. Communications. All communications shall be made orally or in writing to the CITY's Program Manager or his/her respective designee. Any written report prepared by or requested from the Contractor shall be sent in draft form to the City Attorney for review prior to finalization.

18. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Contractor without the City's prior written consent and any attempt to the contrary shall be void.

(d) Force Majeure. The parties hereto, respectively, agree that the other party shall not be in default of this Agreement if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder in spite of its employment of commercially reasonable efforts and due diligence as a result of events beyond the reasonable control of such party caused by severe weather conditions, natural disasters, catastrophic events, labor unrest, severe shortages of key materials, or delays of contractors or subcontractors due to any such causes, casualties to persons or Property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions taken by other persons beyond the exclusive control of the party claiming hindrance or delay (any of the foregoing being referred to as "**Force Majeure**"). If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding the receipt of notice of a claimed hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of the non-requesting party's obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming hindrance or delay.

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

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Contractor's Services are to be performed. The Contractor shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**CITY OF BRIDGEPORT**

**CONTRACTOR**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**DRAFT**

## SCHEDULE A:

### Scope of Services

#### Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study Bridgeport, Connecticut

#### Overview

The purpose of this Study is to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users. Viewed from west to east, the study area will concentrate on the Connecticut Avenue and Stratford Avenue Corridor as it extends from the paired origin of these two roadways at Seaview Avenue to their terminating confluence at the Bridgeport/Stratford border. The study's core focus is on the Stratford Avenue/Connecticut Avenue corridor with consideration of the major north-south routes -- Seaview, Central and Bishop Avenues -- as well as of the lesser north-south routes - Newfield, Bunnell, Union, and Hollister -- along with the important east-west routes of Beardsley and Orange. Please see Location Map below showing the Study Area.





The corridor couplet, made up of the two one-way streets, is part of the state highway system, CT Route 130. Over 14,000 vehicles are estimated to use the corridor daily, split relatively evenly between Stratford and Connecticut Avenues. The Connecticut Avenue segment is approximately 5300 ft. and facilitates westbound travel. The Stratford Avenue segment is about 5200 ft. and facilitates eastbound travel. There are approximately 16 cross streets that connect Connecticut Avenue and Stratford Avenue. Posted speed limits of 25 and 35 mph vary along both corridors with motorists regularly exceeding the posted limits.

The Regional Transportation and Development Safety and Flow Study of the Connecticut Avenue and Stratford Avenue Corridor will provide the City of Bridgeport, the Connecticut Metropolitan Council of Governments (MetroCOG), and the Connecticut Department of Transportation (CTDOT) with a comprehensive planning document to guide future development, identify needed roadway and intersection improvements, address capacity and solve traffic safety issues along the corridor.

The Study will analyze data such as vehicle speed, traffic volumes, queue length/timing gaps, lane usage, sight distance, ROW utilization, access driveways, transit stops, pedestrian crossing times, and accident rates. The current and future operations of the one-way couplet will also be analyzed. To address future development and traffic congestion in both corridors, a detailed traffic signal, capacity and traffic safety analysis of Connecticut Avenue and Stratford Avenue is necessary. Signalized intersections in the study area need to be analyzed to understand how their interconnectedness affects the flow of traffic through the study area.

The study will also analyze and select preferred alternatives with input from local, municipal and state stakeholders. Input will be collected through study advisory committee meetings and public meetings.

The project will recommend improvements to address road safety issues and recurring congestion by:

- Identify transportation improvements that will address safety issues and mitigate deficiencies.
- Developing appropriate accommodations for vehicular traffic, bicyclists, pedestrians and transit users
- Recommending bicycle, pedestrian and transit amenity improvements throughout the study area.
- Determining how to provide the best access to residents, businesses and services.
- Anticipating future development in the corridor including the Civic Block Retail Plaza, Newfield Library Expansion, Steelpointe Harbor, the Bridgeport & Port Jefferson Ferry Terminal Relocation project, the Seaview Avenue Corridor Project, and the Seaview Plaza Development.
- Accommodating proposed changes in bus routes along the corridor so as to recommend transit-related infrastructure improvements.
- Evaluating the need for bumpouts and roadway modifications to provide for safe pedestrian access.
- Determining the necessity and location of additional crosswalks in the study area, including mid-block crossings.
- Developing strategies to improve mobility and accessibility for all users, to increase public safety and support community development.
- Specifying improvements at the approaches of local roads to both Connecticut Avenue and Stratford Avenue.

- Facilitating the development of transportation improvement alternatives and management plan.

The planning study will define the scope and extent of the proposed project improvements.

### Description of Study Area

According to 2010 census data, the East End Neighborhood, which consists of two census tracts, is home to some 8400 people. There are 2900 households, approximately 32% of which are owner occupied. Projected median household Income for 2019 is approximately \$36,000. Projected per capita income for 2019 is \$17,317. It is home to a number of employment centers. Yale- Bridgeport Hospital on the northern edge of the neighborhood employs approximately 1,000 people, approximately 400 from Bridgeport. Small manufacturers provide local jobs: LeCoq Cuisine on Union Ave employs close to 200; Lacey Manufacturing employs over 300 on Barnum Avenue. Near, or on, the main avenues (Stratford, Connecticut, Seaview, Central, Union), other mainstay companies like Valley Container, Arcade Metal Stamping, Alloy Engineering, and Edco Molding, employ between 30-100 each in manufacturing work. Business incubator facilities, like the Bridgeport Innovation Center and the Bridgeport Enterprise Park and American Fabrics Arts Building (The "AmFab") on Connecticut Avenue, and "The Hub" on Union Avenue, all offer campus style, multi-tenant facilities in former manufacturing buildings. Emerging small niche businesses include BlackHorse Garage, which restores high-end classic cars, the Ramos Athletic Conditioning Center (aka "The RACC") which attracts serious weight lifters, and Denyse Schmidt Quilts, which sells hand-made quilts world-wide. The neighborhood has waterfront assets. Along Johnson's Creek, the Miamogue Yacht Club and the East End Yacht Club attract boaters from the region. The summer water-taxi to Pleasure Beach brings residents out to a barrier beach and nature preserve on Long Island Sound. Planned development along the Seaview Avenue waterfront promises Long Island-Port Jefferson ferry service and shipyard activity.

The neighborhood contains many community assets. However, they are as of yet not sufficiently woven together or sufficiently realized. Though there is waterfront, much of it is contaminated or devoted to lesser uses such as scrapyards or soils processing, which impede public waterfront access and higher-level development. Though there are jobs, local employment lags. Though there is significant homeownership, much of the housing stock is old, and blighted residences are not uncommon. Though major development is happening at the periphery of the neighborhood, the core of the East End remains bereft of new investment, and people yearn for renewal.

Within this context, the transportation network is perceived by locals to be substandard in service and detrimental to the neighborhood's healthy growth. Stratford Avenue and Connecticut Avenue, which were part of the original U.S. Route 1, and were formerly two-way streets, were converted to one-way couplets in part to serve as escape valves to address traffic jams along I-95. The wider lanes resulting from the conversion have encouraged excessive speeding and contributed to poor site lines and dangerous intersection crossings for the approximately 14,000 vehicles that use the avenues daily. Over the past two years, there have been 413 traffic accidents in the project area, most of which were caused by speeding, failure to stop at red lights, and other dangerous driving behaviors. These couplets may serve those going *through*, but they do not serve those going *to* and *about*, the East End. Nor do these roads offer anything in the way of needed retail and services. Poorly lit, with unadorned streetscapes and shuttered storefronts and vacant lots, they feature no pharmacy, no grocery, no gas station, no bank, no chain retailers, no laundromat, no bike-lanes, no bump-outs, no complete street features. Their layout – as one-way couplet thoroughfares with numerous offset and acutely angled intersections

– disintegrate and discourage internal neighborhood circulation. Looking outward, the connections to the broader transportation network are substandard as well. To the north along Seaview Avenue, a constricting railroad bridge impedes access to the current Route 1. Consequently, trucks travel Central Avenue, passing too closely, and too loudly by a senior center, various churches the YMCA, the Newfield Library and the Dunbar School. To the west, a massive six-way intersection -- with 21 lanes facing off against each other and a highway deck above -- presents a formidable threshold to cross (on foot or even by car) into Steelepointe and Downtown. To the south, in part hovering over this same intersection, the heavy weight and width of I-95 isolates the neighborhood visually from its surroundings.

As far back as 2005, The East End Neighborhood Revitalization Zone (NRZ) 2005 Strategic Plan of Action ([http://www.bridgeportct.gov/filestorage/341650/341652/346105/342427/342494/East\\_End\\_NRZ\\_Plan.pdf](http://www.bridgeportct.gov/filestorage/341650/341652/346105/342427/342494/East_End_NRZ_Plan.pdf)) identified the Stratford Avenue/Connecticut Avenue corridor's current condition as a setback, stating that while both avenues are one-way and facilitate the flow of traffic through the neighborhood, this may not be ideal for transportation within the East End itself. The NRZ Plan continues that the Stratford and Connecticut Avenue corridor had high numbers of accident reports at several intersections. Although there are posted 25 and 35 mph speed limits, motorists regularly exceed those limits. A common theme throughout the East End NRZ Plan is the utilization of traffic calming strategies, the addition of pedestrian and bicycle amenities and the modification of roadways to promote safer traffic circulation that is more conducive to the residential and retail activity present throughout both corridors.

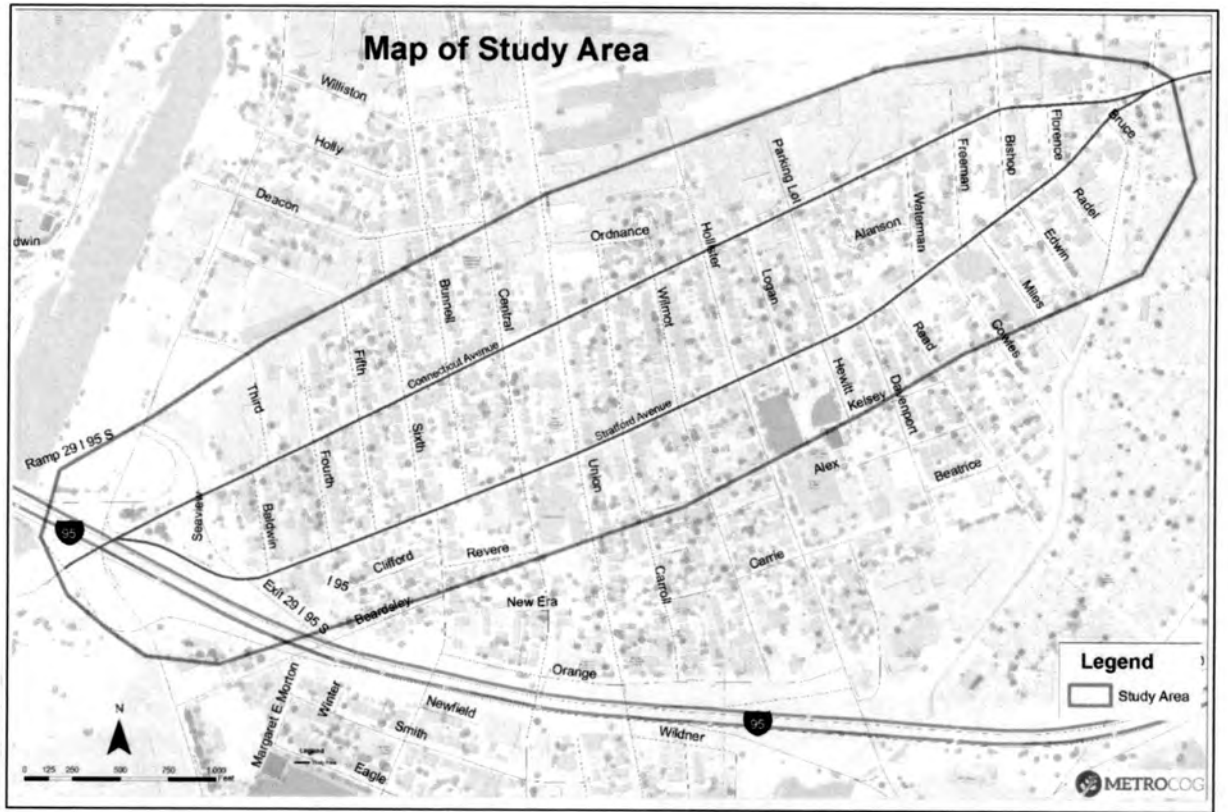
There are many planned infrastructure and development projects in and around the project area that have the potential to increase vehicular, pedestrian and bicycle traffic on both Connecticut and Stratford Avenues. The increased use of these major corridors will likely lead to higher incidents of speeding and accidents if the appropriate transportation improvements are not identified and implemented. These projects include:

- **Stratford Avenue Civic Block Retail Plaza:** The City of Bridgeport has announced the development of a new 35,000 square foot retail plaza for this 2.6-acre site in the heart of the neighborhood. Slated to begin construction in 2019, and estimated at a cost of \$7MM, it shall include a much-needed grocery store, a community health facility, and will include a high level of public plaza space designed to complement the historic Newfield Library.
- **Newfield Library Restoration:** Slated for completion in 2019, this \$6MM historic restoration will create a state-of-the art 9,000 sf library within the Civic Block.
- **Steelpointe Harbor:** Located on Stratford Avenue at the southwestern corner of the East End neighborhood, this 2.8 million square foot mixed-use development is being designed to embody the most desirable characteristics of a harbor-side neighborhood. A new public realm will consist of a network of streets, open spaces, water views and harbor side strolling. Entertainment venues such as hotels, Bass Pro Shops, and a movie theater combined with a mix of residential, restaurant, retail and commercial uses will create a diverse, livable, pedestrian-friendly environment. This development is located adjacent to the study area and encompasses the only portion of Stratford Avenue in Bridgeport which is bi-directional.
- **Bridgeport & Port Jefferson Ferry Terminal Relocation:** This project will relocate the Bridgeport Port-Jefferson Ferry terminal to 567 Seaview Avenue. which is just south of the street study area's western terminus. With up to 30 landings and departures daily, the ferry service carries 800,000 passengers and 300,000 cars annually.
- The **Seaview Avenue Corridor Project** is a \$14 million infrastructure project for a major north-south corridor in the East End and Mill Hill neighborhoods. The project scope encompasses two

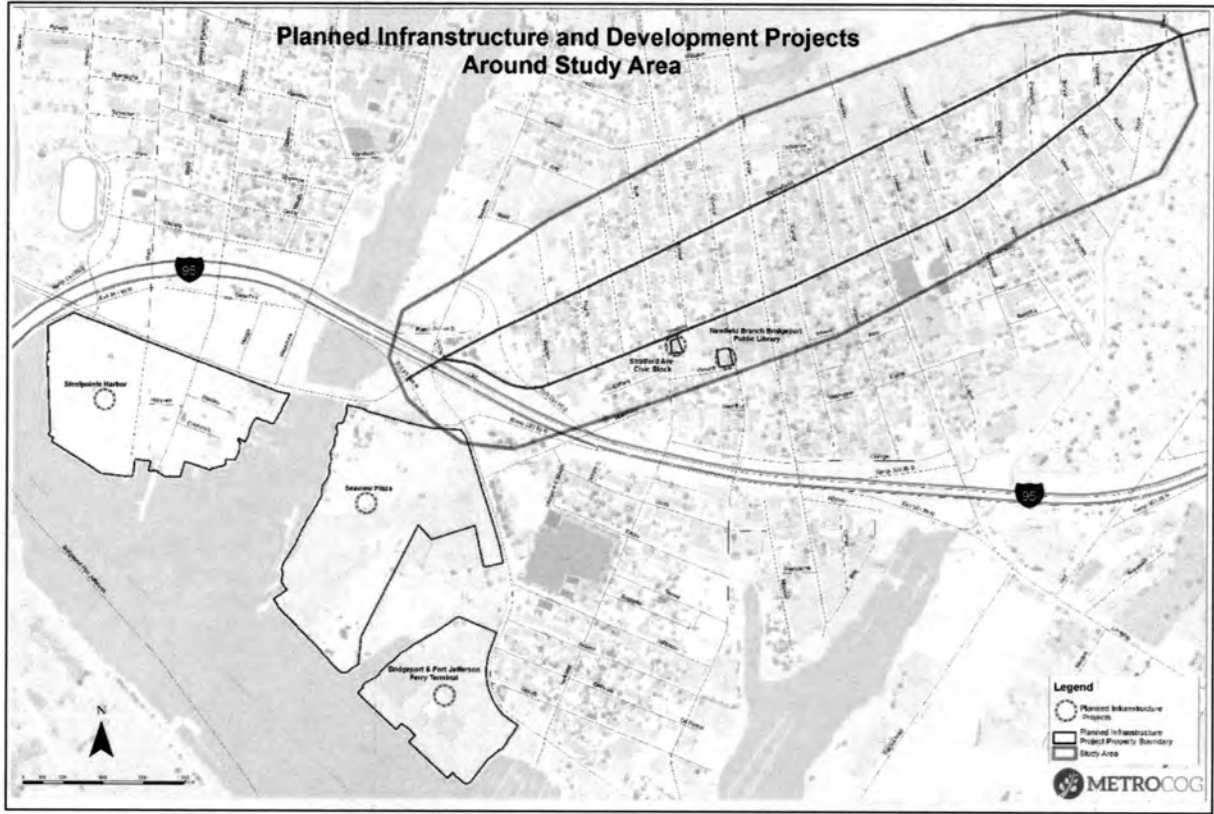
segments: Barnum Avenue to Boston Avenue, and Boston Avenue to Stewart Street. This development is located just north of the study area and will improve traffic flow and pedestrian/auto interaction.

- The **Seaview Plaza** property at 837 Seaview Avenue will provide destination retail with neighborhood attractions on a parcel across from the western confluence of Connecticut and Stratford Avenues. This is also the site proposed for the MGM Resort/Hotel Casino.

# Map of Corridor



# Planned Infrastructure and Development Projects Within the Corridor



## **Study Deliverables/Work Products**

The consultant shall ensure that technical memorandums are produced at the completion of tasks (below). Task will identify recommended transportation improvements (i.e. access management, safety, operations, bike and pedestrian accommodations and amenities). The implementation plan shall also include a prioritized list of short and long-term improvements, identify benefits and impacts, and identify costs and potential funding sources. The Final report and Public Presentation will be the final study deliverables.

### **Work Program Task Outline**

The study will follow a multi-task planning work program. The study will be directed by a core group and guided by two advisory committees. Once the planning study is complete, the City will work with MetroCOG to determine the best funding options for further phases of the project. Potential funding sources may include the Local Transportation Capital Improvement Program (LOTICIP), the federal Surface Transportation Program (STP)-Urban or local capital funding.

The work program is expected to be broken into thirteen (13) tasks, summarized as follows:

#### **Task 1: Program Management:**

Management and Administrative Control - The study will be organized to give all affected parties the opportunity to provide input into the planning process. MetroCOG shall serve as the lead agency. The City of Bridgeport will act as the lead agency when organizing town meetings such as Planning and Zoning or City Council briefings. Coordination and input from all stakeholders such as CTDOT shall be ongoing. MetroCOG shall, at a minimum, hold coordination conference calls quarterly between itself and any consultants hired for this project.

As per the requirements for planning studies, there will be a kick-off meeting with CTDOT to introduce consultant, municipal and MetroCOG staff to the Department's study team. Formal project review meetings will be conveyed by CTDOT at critical stages of the planning study.

The consultant will provide monthly narratives of project progress to MetroCOG staff. A narrative of project progress and the progress toward meeting the SBE goal will be included with all project invoices.

Reporting - Coordination calls will be quarterly and monthly progress reports are created to keep the Study on schedule.

**Deliverable:** Quarterly Coordination Calls; Monthly Progress Reports

#### **Task 2: Establish Study Advisory Committees (METROCOG)**

The project will be guided by two advisory committees which will meet regularly throughout the project. The technical advisory committee (TAC) will be comprised of municipal staff from Bridgeport, Connecticut DOT staff, Greater Bridgeport Transit staff, and METROCOG staff. The community advisory committee (CAC) will include stakeholders from local businesses, residents, and commissions, the East End NRZ, the Bridgeport City Council, bicycle and pedestrian advocacy groups and other concerned parties.

MetroCOG will coordinate a bi-weekly conference call with Bridgeport staff, CTDOT, GBT and the consultant team.

**Deliverable:** Committee Meetings (w/ Agendas, Sign-In Sheets & Minutes)

### **Task 3: Collect & Acquire Data**

Collect and acquire the base data needed to analyze existing & future conditions and determine general travel characteristics throughout the Connecticut Avenue and Stratford Avenue Corridor. The data will be collected or obtained either through field surveys or from existing data files includes:

- Average Daily Traffic (ADTs) volumes – Although CTDOT has some periodic counts, in the interest of uniformity, all intersection counts should be re-done to include AM and PM peak hours, Saturday mid-day counts and school peak hour counts (as necessary). These locations include:
  - Connecticut Avenue and Bishop Avenue
  - Connecticut Avenue and Hollister Avenue
  - Connecticut Avenue and Central Avenue
  - Connecticut Avenue and Seaview Avenue
  - Stratford Avenue and Bishop Avenue
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Seaview Avenue
- Turning movement counts– AM and PM peak periods and Saturday Mid-Day (7-9 AM, 4-6 PM, 11-1PM Sat)
  - Connecticut Avenue and Bruce Avenue
  - Connecticut Avenue and Bishop Avenue
  - Connecticut Avenue and Hewitt Street
  - Connecticut Avenue and Hollister Avenue
  - Connecticut Avenue and Wilmot Avenue
  - Connecticut Avenue and Carroll Avenue
  - Connecticut Avenue and Union Avenue
  - Connecticut Avenue and Central Avenue
  - Connecticut Avenue and Bunnell Street
  - Connecticut Avenue and Third Street
  - Connecticut Avenue and Fourth Street
  - Connecticut Avenue and Fifth Street
  - Connecticut Avenue and Sixth Street
  - Connecticut Avenue and Baldwin Street
  - Connecticut Avenue and Seaview Avenue
  - Stratford Avenue and Bruce Avenue
  - Stratford Avenue and Edwin Street
  - Stratford Avenue and Miles Street
  - Stratford Avenue and Cowles Street
  - Stratford Avenue and Read Street



- Stratford Avenue and Davenport Street
  - Stratford Avenue and Hewitt Street
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Wilmot Avenue
  - Stratford Avenue and Carroll Avenue
  - Stratford Avenue and Union Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Newfield Avenue
  - Stratford Avenue and Sixth Street
  - Stratford Avenue and Fifth Street
  - Stratford Avenue and Fourth Street
  - Stratford Avenue and Baldwin Street
  - Stratford Avenue and Seaview Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Union Avenue
  - Stratford Avenue and Carroll Avenue
  - Stratford Avenue and Wilmot Avenue
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Read Street
  - Stratford Avenue and Miles Street
  - Stratford Avenue and Edwin Street
  - Stratford Avenue and Radel Street
  - Stratford Avenue and Bruce Blvd
  - Stratford Avenue and Davenport Street
- Bicycle and Pedestrian Counts in coordination with turning movement counts at all locations and Heavy Vehicle Classification. These counts will be conducted using Miovision or similar technology. CTDOT needs to be informed as to how the consultant/sub-consultant will collect these two counts.
  - State of Connecticut seamless mosaic of Right-of-Way maps will be provided by MetroCOG
  - Road geometry and widths – lane arrangement.
  - Traffic signal permit plans for signalized intersections (from CTDOT).
  - A count of on-street parking on both sides Connecticut Avenue and Stratford Avenue.
  - Accident experience along Stratford Avenue and Connecticut Avenue and along the cross streets.
  - Pedestrian features and facilities (crosswalks, sidewalks, pedestrian actuated signals and sidewalks).
  - Transit routes and stops.
  - Environmental data (including areas that commonly flood).
  - Utility location – sewers, storm water drainage system, electrical, cable, telephone, gas, water, and fiber optic.
  - Existing and proposed land use along Connecticut Avenue and Stratford Avenue.

- Road/Sidewalk Conditions
- Number of Curb Cuts
- The Regional Long-Range Transit Plan
- The East End Neighborhood Revitalization Zone (NRZ) 2005 Strategic Plan of Action

**Deliverable:** Traffic Operations Section of Existing Conditions Report & Future Conditions Memorandum

**Task 4: Prepare Base Mapping**

Prepare base mapping at a scale of 1" = 40'. The base mapping will depict topography at 2-foot contour intervals and road geometry – travel and turn lanes, traffic control devices, and pedestrian features.

**Deliverable:** Base Map

**Task 5: Analyze Traffic Operations**

The data collected under Task 2 will be tabulated, summarized and manipulated to identify base conditions. Existing traffic operations will be analyzed and assessed using a micro-network simulation model, such as Synchro. Analyses will include, but are not limited to, intersection level of service calculations, determination of roadway capacity, traffic signal timing and phasing optimization, vehicular and pedestrian safety problems, and operating speeds and delay. The consultant will provide CTDOT with all ADT and turning movement counts. CTDOT staff will analyze the data to create a balanced existing traffic count diagram and 2040 future year background traffic volume projections which will be provided back to the consultant. Future (build year) traffic volumes, patterns and operating conditions will be calculated and compared with base year metrics.

**Deliverable:** Traffic Operations Section (Existing Conditions Memorandum) and Traffic Operations Section (Future Conditions Memorandum)

**Task 6: Conduct Safety Assessment**

The accident data collected under Task 2 will be tabulated and summarized. Collision diagrams will be prepared, and a safety assessment conducted. The safety assessment will look at the number, type and severity of the accidents, as well as the contributing factors. Accident incidence will be compared to accident indexes to determine if the actual accident rates exceed what would be expected given traffic volumes and road classification.

**Deliverable:** Safety Assessment Sections in both Existing Conditions and Future Conditions Memorandum

**Task 7: Provide Economic Development Scenarios**

MetroCOG and the City of Bridgeport will provide site plans and expansion plans for planned and potential developments within the study area, including the confluence on Connecticut and Stratford Avenues with Seaview Avenue and interchange 29 on Interstate 95. These plans will be reviewed and traffic generation from the expansions will be estimated. Build traffic volumes will be added to background growth volumes provided by CTDOT to assess future operations within the study area without any roadway improvements. Development build out analysis will be incorporated into future conditions traffic modeling, as well as incorporated into realignment scenarios.

**Deliverable:** Future Conditions Memorandum

**Task 8: Develop Realignment Scenarios**

Based on the results of the traffic and safety assessments, possible realignment and improvement scenarios for the study area will be developed. Traffic flows will be developed based on the build scenarios and intersection levels of service will be determined. The concept plans need to address possible relocation of utilities and determine the feasibility for the implementation of bicycle, pedestrian and complete street amenities along Connecticut Avenue and Stratford Avenue. The development of realignment scenarios will be coordinated with the CTDOT project team to ensure each alternative is feasible and acceptable to Department staff.

**Deliverable:** Alternatives Analysis Technical Memorandum

**Task 9: Identify Permits**

Realignment and reconstruction of Connecticut Avenue and Stratford Avenue will necessitate the issuance of various permits. This task will research the required state and local permits and summarize the issuing agency, reason for the permit, the permit requirements, scope and extent of work needed to prepare the permit and the estimated timeframe for approval.

**Deliverable:** Permit Identification (included in Final Report)

**Task 10: Prepare Preliminary Concept Plan and Study Report**

Prepare a schematic plan and visualization for the proposed safety and flow improvements of Connecticut Avenue and Stratford Avenue, including all applicable intersections within the study area that meet the project design objectives. The design of the new roadways will include "complete streets" elements that consider green infrastructure, bicycle accommodation and streetscape environment. The concept plan will include:

- Layout of the preferred improvements at a scale of 1" = 40';
- Typical cross section, including pedestrian, bicycle and transit stops;
- Illustration of the new intersections;
- Preliminary landscaping plan and layout of green infrastructure elements;
- Estimate of property acquisition
- Estimate cost to conduct and complete environmental document that may be required for the project, including that which is needed to satisfy NEPA/CEPA requirements;
- Estimate of design and construction costs;
- Traffic impact analysis.
- Documentation of the public outreach process.

Visualization tools and techniques will be used to depict the concept plan as a before and after development.

**Deliverable:** Draft Study Report with Conceptual Plans

**Task 11: Coordinate Public Outreach**

The project study will include a public outreach effort that will adhere to the principles of a *Context Sensitive Solutions* approach. It will include public information meetings, the posting of project information, documents (in English and Spanish) and plans on the websites of MetroCOG, the City of Bridgeport and Greater Bridgeport Transit. In addition to convening the Study Advisory Committees, the public will be provided on-going opportunities to provide input and comment.

During the study, the following outreach efforts will be conducted:

- Public information meetings – at least three public meetings to be held in Bridgeport: one at the start of the study, a second part-way through the study to provide information to the community regarding the data gathering and what the preliminary recommendations might be, and a third meeting to review the draft final report. The consultant will be required to attend and participate in public information meetings.
- The City of Bridgeport and MetroCOG (if needed) will attend bi-monthly East End NRZ meetings.
- Website to provide updates and information regarding the study. This should include clear links to any reports and documents prepared during the study as well as a way to comment on the study. on the town's websites as well as MetroCOG and Greater Bridgeport Transit websites
- Innovative methods of public involvement will be explored.

**Deliverable:** Public Meetings & Project Website; Outreach Summary in Final Report

**Task 12: Prepare Final Report and Public Presentation**

A final report will be prepared, reviewed, and approved by the city of Bridgeport and METROCOG. The approval will follow a public presentation of the draft final plan recommendations. The final report will be a synthesis of the data collection, analyses, assessments, public input and recommendations.

**Deliverable:** Final Report & Public Presentation

**Exhibit B**

**DRAFT**



# STATE OF CONNECTICUT

## DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546  
Phone: (860) 594-2099



January 4, 2019

Mr. Matthew Fulda  
Executive Director  
Connecticut Metropolitan Council of Governments  
1000 Lafayette Boulevard, Suite 925  
Bridgeport, CT 06604

Dear Mr. Fulda:

Subject: Local Transportation Capital Improvement Program (LOTICIP)  
Administration Notice of Grant Award  
DOT Grant No. DOT01703276GR  
Connecticut Avenue & Stratford Avenue Transportation  
Development and Safety Corridor Study

Enclosed is an original executed Grant Agreement between the State of Connecticut Department of Transportation (Department) and Connecticut Metropolitan Council of Governments (MetroCOG) relative to the subject grant award.

Please be informed that the grant payment will be made to MetroCOG pending completion of the purchase order process by the Department.

Should you have any questions, please contact the Project Manager, Patrick Zapatka, at (860) 594-2047.

Very truly yours,

A handwritten signature in cursive script that reads "Colleen A. Kissane".

Colleen A. Kissane  
Transportation Assistant Planning Director  
Bureau of Policy and Planning

Enclosure



**State of Connecticut  
Department of Transportation  
2800 Berlin Turnpike  
Newington, CT 06111  
NOTICE OF GRANT AWARD**

The Department of Transportation hereby makes the following grant award in accordance with Section 13a-98n of the Connecticut General Statutes, as revised, and in accordance with the attached scope of work.

Grantee: Connecticut Metropolitan Council of Governments (CTMETROCOG)  
Address: 1000 Lafayette Boulevard, Suite 925

City/State/Zip: Bridgeport, CT 06604

Town Code: N/A  
State Agency Code: DOT57000  
Federal Employer ID No.: N/A

DOT Grant No.:			
Project Title: Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study			
Date of Award: December 3, 2018			
Period of Award	From: 12/03/2018	To: Completion of Work	
Amount of Award	Federal: \$ 0	State: \$300,000	Interest: \$ 0
	State Match: \$ 0	Grantee Match: \$ 0	Other: Specify \$ 300,000 (Local Match)
Total Budget: \$		\$600,000	

Catalog of Federal Domestic Assistance  
Federal Grant Number: N/A  
(CFDA) Number: N/A  
Grantee Fiscal Year: 2019  
From: N/A  
To:

***My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:***

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions.

BY: \_\_\_\_\_

Signature of Authorized Official

Matthew Fulda – Executive Director  
Typed Name and Title of Authorized Official

12/21/18  
Date

**FOR THE DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_

Signature of Authorized Official

Thomas J. Maziarz – Bureau Chief  
Typed Name and Title of Authorized Official

12-26-2018  
Date

Department of Transportation  
2800 Berlin Turnpike  
Newington, Connecticut

CORE Contract ID No. 19DOT0096AA

DOT Project No. DOT01703276GR

**GENERAL GRANT CONDITIONS**

**Statutory Authority: Section 13a-98n of the Connecticut General Statutes, as revised**

**SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Department of Transportation (DOT), be obligated prior to the starting date or subsequent to the end date of the grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of DOT at all times, and Grantee shall furnish all information concerning the services.

DOT or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. DOT or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At DOT's request, the Grantee or subcontractors or subgrantees shall provide DOT with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to DOT's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by DOT or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by DOT or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.



**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" DOT and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DOT prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as DOT shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by DOT until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates DOT to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DOT a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to DOT two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to DOT. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from DOT for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with DOT no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit

report be submitted by the earlier of thirty (30) days after the date of receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to DOT no later than sixty (60) days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action**

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee 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.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee 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 Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee 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.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders, and "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### **SECTION 12: Executive Orders**

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

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of DOT upon notice to the Grantee. The Grantee warrants that it will hold DOT and the State harmless from any liability, which may be imposed upon DOT and the State as a result of any failure of the Grantee to be in compliance with this Act.

**SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify DOT of the contractor's identity.

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DOT may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to DOT and which are, hereby, made a part of this grant award.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, DOT, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOT's consideration and final DOT determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting

and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

**SECTION 22: Non-Discrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on DOT's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 23: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 24: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Limitations**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

#### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or

any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## Special Grant Conditions

DOT Grant No.:

Project Title: Local Transportation Capital Improvement Program (LOTICIP) Administration

1. Grant funds are to be used by the Grantee for eligible activities relative to the LOTICIP program as follows:
  - a. General LOTICIP program administration.
  - b. LOTICIP application review and prioritization.
  - c. Design reviews of approved municipal LOTICIP projects.
  - d. Planning Studies
2. Grantee acknowledges and agrees that these grant funds are not to be used for LOTICIP application preparation activities or LOTICIP project design activities which are the sole responsibility of the Municipality.
3. Grantee acknowledges and agrees to comply with the guidelines set forth in Policy No. F&A-30 dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants (attached hereto).
4. Grantee acknowledges and agrees to comply with the guidelines set forth in the Office of Policy and Management's General Letter No. 97-1 dated November 21, 2006; Subject: Contract Fees for Architects, Engineers and Consultants on State Projects (attached hereto).
5. Grantee acknowledges and agrees to comply with the guidelines set forth in the Department of Administrative Services' General Letter Number 71 dated December 31, 2009 (attached hereto).
6. Grantee must issue quarterly reports which are to include the following information:
  - a. Progress report documenting tasks performed during the quarter.
  - b. Monthly e-mail updates on percent (%) of tasks completed and funds expended to date.
  - c. Electronic copies of any draft or final deliverables as outlined in the scope of work
  - d. Amount of grant funds expended during the quarter and total amount of grant fund expended to date.
  - e. Sign off by the Grantee's financial officer certifying the expenditures.
7. Grantee must issue end of project report detailing what was accomplished with the funds granted.

8. No funds shall be expended by the Grantee after the end date of the grant specified in the Notice of Grant Award. Any funds expended after the end date of the grant shall be considered ineligible and must be returned to the State.
9. The end date of the Award can be extended if requested in writing a minimum of 60 days prior to the end date of the grant stated in the Notice of Grant Award.
10. Grantee must meet with the CTDOT staff at least every 6 months to discuss progress to date. Meetings may be held at the DOT, by teleconference or by video conference.



## CONNECTICUT DEPARTMENT OF TRANSPORTATION

# POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)

James Redeker  
Commissioner



## CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. EX.O. - 33  
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit – Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel – Maximum is established per the State Travel Regulations (Manager's Agreement).

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

A handwritten signature in cursive script, appearing to read "James Redeker", is written over a horizontal line.

James Redeker  
Commissioner

# GENERAL LETTER NUMBER: 71

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**Authorization** Pursuant to the authority granted in Title 4a, Chapter 58, of the Connecticut General Statutes, as it may be amended from time to time, minor nonrecurring purchases of goods and/or services costing less than \$50,000.00 may be made, subject to the limitations set forth below, without prior and specific approval of the Department of Administrative Services (DAS) or Department of Information Technology (DOIT), as appropriate, provided that a DAS or DOIT contract does not exist for the goods and/or services being acquired. Non-competitive purchases, as defined in section "d" below, are not subject to the \$50,000 limitation. THE AUTHORITY GRANTED BY THIS GENERAL LETTER 71 TO AGENCIES IS PERMISSIVE, NOT MANDATORY; DAS AND DOIT WILL SOLICIT QUOTATIONS, BIDS OR PROPOSALS ON BEHALF OF ANY AGENCY UPON REQUEST.

**Application** a) Direct purchases of any type of goods or services up to \$2,500.00 (also known as open market purchases) may be made without obtaining quotations or bids. **No Annual limits or restrictions are established.**

b) Purchases over \$2,500.00 and up to \$10,000.00 (annually) must be based upon, when possible, at least three written quotations (utilizing Form STO-93) or bids, from responsible and qualified sources of supply.

c) Purchases over \$10,000.00 and less than \$50,000.00 (annually) must be based upon, when possible, at least three written quotations or bids, from responsible and qualified sources of supply. Agencies must also publish their request for quotation (Form STO-93) or bid notice on the State Bid/Contracting Portal at <http://das.ct.gov/portal> in accordance with the provisions in Executive Order #3 of Governor M. Jodi Rell, promulgated December 15, 2004.

d) "Non-competitive purchases" are purchases that may be made without obtaining quotations or bids for the following items only: employee training or certification (i.e., local seminars and/or professional designation/certification type training or workshops), rental of conference and/or hotel facilities, publications, subscriptions (including electronic subscriptions), advertising, dues, fees, certain public utility services (electric generation services, electric distribution services; water services, and natural gas distribution services); cable and satellite television equipment and services; postage, licenses (*excluding software licenses*), eyeglasses, dentures, hearing aids and hearing aid supplies, transportation of persons and freight, prosthetics, media, rehabilitation technology and placement equipment; donations to charitable organizations and scholarship funds; gift cards; sponsorships, exhibit space and booths at trade-shows/conventions or other events; hiring of guest speakers (i.e., notable persons or personalities) for conferences and/or other events; payments of parking fees for parking validations; railroad flagging services required by the Department of Transportation; reimbursements to educational institutions (i.e., regional education service centers) for training, professional development and program evaluation services required by the Department of Education; and purchases by the Board of Education and Services for the Blind (BESB) and Department of Correction Enterprise Program of commodities for resale to BESB and DOC Enterprise customers. No annual limits or restrictions are established. Upon the request of one or more agencies, DAS and DOIT, as appropriate, may supplement on a case-by-case basis the above categories of items and issue a revised General Letter 71 evidencing the change.

e) Emergency repairs and emergency purchases costing up to \$10,000.00 may be made without obtaining quotations or bids (**excluding real property**). An "emergency" exists where the normal operation of an agency (or portions thereof), the health or safety of any person, or the preservation of property would be seriously impaired, threatened or jeopardized if immediate action were not taken to correct the situation. All emergency purchases exceeding \$10,000.00 must be directed to DAS or DOIT for processing through a Standardization Transaction request. Such emergency requests must be submitted in writing to DAS or DOIT for approval. **Purchases for repairs, changes or renovations to real property must be made in accordance with the Department of Public Work's guidelines and procedures for Agency Administered Projects.**

f) Purchase transactions between or among State agencies do not require competitive quotes and are not subject to annual limits or restrictions.

g) Agencies may purchase goods or contractual services from the United States Government, a federal agency, and any state government or any of their political subdivisions without obtaining quotes or competitive bids and without being subject to annual limits or restrictions. Agencies may not purchase from persons or entities who have contracts with any department, agency or instrumentality of the federal government (including cooperative purchase agreements and the use of federal contracts) without first obtaining the written approval from DAS or DOIT, as appropriate.

h) Agencies are required to ensure that purchases for equipment or appliances meet or exceed the federal energy conservation standards and meet or exceed the federal Energy Star standards consistent with Connecticut General Statutes 4a-67c.

#### *Review*

An agency's failure to follow any of the terms or conditions in this General Letter 71 may result in DAS and/or DOIT rescinding the agency's authority to purchase under this General Letter until such time as DAS and DOIT are satisfied that the failure is not likely to recur. DAS and DOIT may review any purchases made under this authority at any time. Agencies must retain copies of their request for quotations (Form STO-93) or invitations to bids, purchase orders, specifications, proposals and all corresponding documentation for the normal legal retention period or as otherwise provided for in Connecticut General Statutes Sections 11-8 and 11-8a. Agencies should not send to DAS or DOIT copies of these documents unless otherwise requested. Agencies shall comply with Connecticut General Statute Section 4a-52a(e), as it may be amended from time to time, and all other applicable statutes, regulations and procedures and shall submit reports quarterly to the Commissioner of Administrative Services on its purchase orders issued under this authority. These reports can be formulated in Core-CT through the use of EPM Reporting Tools.

#### *Limitations*

1. Agencies may not use the authority granted by this General Letter to purchase goods and contractual services that are already the subject of existing DAS or DOIT contracts. Those goods and contractual services must be purchased against those existing contracts.
2. Agencies may not use the authority granted by this General Letter to enter into Personal Services Agreements or Purchase of Services Agreements.
3. Agencies may not issue Requests for Proposals ("RFPs") to make purchases of goods and contractual services unless previously so authorized in writing by DAS or DOIT for each particular purchase.
4. As used in this General Letter, the terms "purchase" and "purchases" shall also mean "rent" and "rentals" (excluding purchases and rentals of real property).
5. When issuing bids or RFPs, agencies must follow all of the applicable requirements found in the DAS and DOIT statutes, regulations and procedures governing purchases.
6. Agencies shall only allow purchasing under GL71 by staff holding any of the "Fiscal/Administrative" series of state job classifications.
7. Agencies shall establish procedures for Purchasing Card (p-card) holders that do not hold one of the above mentioned job classifications to ensure the p-card holders are trained in the use of state contracts and GL71, and to have an oversight and/or approval process in place for p-card purchases. This p-card oversight and/or approval process should be handled by agency fiscal staff who have sufficient purchasing experience and expertise.

#### *Other Information:*

To obtain instructions and assistance in publishing your bid notices under the authority of this General Letter, please contact the DAS Procurement Division at 860-713-5095.

SPECIAL PROVISIONS  
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES  
(SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Agreement. "Contractor" means "Second Party", "Consultant", "Consulting Engineer" as named in the Agreement.

I. GENERAL

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. **References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions.** The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.
- B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Business Connections/Set Aside Unit [(860) 713-5236; [www.das.state.ct.us/busopp.htm](http://www.das.state.ct.us/busopp.htm)] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:
  1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
  3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.
  5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.



II. SPECIFIC REQUIREMENTS

In order to increase the participation of "Small Contractors", CONNDOT requires the following:

- A. Not less than **0** (%) percent of the **final** value of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) AND an asterisk (\*) has been entered in the adjacent brackets [ ], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:
1. Certification (Exhibit I) signed by each named "Small Contractor" **[subcontractor listing a description of the work and] certifying that** the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
  2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
  3. **It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.**
- D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONNDOT's initiating unit or his/her designee to review the following:
1. What is expected with respect to the "Small Contractor" set aside requirements.

2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
  3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.
  4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's initiating unit with an explanation of the change(s). The agreement must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
  - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section E together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to CONNDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

G. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

### III. BROKERING

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is an Agreement violation.

### IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Goals" to CONNDOT's initiating unit which must also contain the following documentation:

1. Information described in Section ID.
2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, CONNDOT's initiating unit shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the Disadvantaged Business Enterprises (DBE) Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT initiating unit.



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546  
Phone:

**CERTIFICATION (EXHIBIT 1)**

Small Contractor (SC) or  
Small Contractor Minority Business Enterprise (SCMBE)  
as Subcontractors for State Funded Projects

Project Description & Number \_\_\_\_\_

PRIME CONSULTANT

Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State: \_\_\_\_\_

SC/SCMBE CONSULTANT

Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State: \_\_\_\_\_

The following is a description of the project function the above SC or SCMBE will perform on the subject project, which represents a dollar amount of \$ \_\_\_\_\_

The contractor is required, should there be a change in the originally named SC or SCMBE, to submit documentation to the initiating unit to substantiate and justify the change, (i.e. documentation to provide a basis for the change for review and approval by CONNDOT officials) prior to the implementation of the change. The contractor must demonstrate that the originally named SC or SCMBE is unable to perform in conformity to specifications, unwilling to perform, is in default of its agreement, is overextended on other jobs, etc.

Please submit a copy of the SC's or SCMBE's Certificate of Eligibility from the Department of Administrative Services with your completed form.

We, the below signed, do hereby certify and concur with the above stated conditions.

Further, the SC or SCMBE consultant by signing below, is certifying that for the current state fiscal year the SC's or SCMBE's volume of contracts and/or subcontracts awarded have not exceeded \$10,000,000.

PRIME CONSULTANT:

Name: \_\_\_\_\_  
signature  
Date: \_\_\_\_\_ Name typed: \_\_\_\_\_  
Title: \_\_\_\_\_

SC or SCMBE:

Name: \_\_\_\_\_  
signature  
Date: \_\_\_\_\_ Name typed: \_\_\_\_\_  
Title: \_\_\_\_\_



Connecticut Metropolitan Council of Governments  
 1000 Lafayette Boulevard, Suite 925  
 Bridgeport, CT 06604

**Connecticut Avenue & Stratford Avenue Transportation, Development & Safety Corridor Study**

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
<b>A. Personnel</b>			
1. MetroCOG	1,200.00	100.00	120,000.00
		Total Personnel Costs:	120,000.00
<b>B. Direct Costs (Consultant)</b>			
2. Contractual	3,000.00	145.00	435,000.00
		Total Direct Costs:	435,000.00
<b>C. Other Direct Costs</b>			
1. Traffic Counts/Traffic Data			30,000.00
2. Printing			3,000.00
3. Mileage/Parking			2,000.00
4. Survey/Website/Marketing			10,000.00
		Total Other Direct Costs:	45,000.00
		<b>Estimated Project Budget:</b>	<b>600,000.00</b>

**A. Personnel** - MetroCOG, the Regional Council of Governments for Greater Bridgeport will serve as lead agency for the Study. MetroCOG will be responsible for the administration and oversight of the entire Study. MetroCOG's Personnel costs are 20% of the overall project budget (and similar to studies performed in other communities throughout the Region).

**B. Direct Costs (Consultant)** - MetroCOG, following all applicable state and local procurement guidelines will procure a planning/engineering firm to perform all technical aspects of the Study including, but not limited to: Data Collection, Base Mapping, Analysis of Traffic Operations, Safety Assessments, Economic Development Scenarios, Corridor Realignment Scenarios, Federal/State/Local Permit Identification, Conceptual Plans, Public Outreach and Final Report

**C. Other Direct Costs** - Direct Costs associated with the Planning Study will include conducting Traffic Counts throughout the Study Area, printing of documents, including Technical Memorandums, Designs and Draft & Final Reports; and the development of a Project Website and/or Survey and other marketing strategies to engage the public.





City of Bridgeport  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

COMM. #78-18 Ref'd to ECD&E Committee  
on 05/06/2019

WILLIAM J. COLEMAN  
Deputy Director

April 27, 2019

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

Re: Authorization to Enter into Easement Agreement for 337 Knowlton Street  
Public Hearing Order for Full Council Meeting of 5-20-19  
Economic and Community Development & Environment Committee of 5-21-19

Dear Madam City Clerk:

On behalf of the Office of Planning and Economic Development, I submit the attached resolution authorizing the execution of an Easement Agreement for 337 Knowlton Street. The Easement Agreement will lead to improved public access to, and enjoyment of, the Pequonnock River, and will, in public-private partnership, enhance the private development of the neighboring artists enclave and soon-to-be event space at 305 Knowlton. This Agreement advances the goals of Plan Bridgeport, the City's Waterfront Plan, and the East Side Neighborhood Revitalization Zone Plan.

We respectfully request that the Council act at its meeting of May 6, 2019 to order the required public hearing on this item for its immediately subsequent meeting of Monday, May 20, 2019. We further request that the Council refer the item to its Economic and Community Development and Environment Committee for consideration at that committee's next regularly scheduled meeting of Tuesday May 21, 2019.

Sincerely,

Bill Coleman  
Deputy Director

C: Tom Gill, Director  
Lynn Haig, Planning Director  
Tyisha Toms, Associate City Attorney  
Tom Gaudett, Office of the Mayor

RECEIVED  
CITY CLERKS OFFICE  
19 MAY -1 PM 4:47  
WILLIAM J. COLEMAN

**Resolution Authorizing Execution of an Easement Agreement  
337 Knowlton Street**

**WHEREAS**, in July of 2011, the City of Bridgeport, acting through its Office of Planning and Economic Development (“OPED”) acquired via donation the 1-acre property known as 337 Knowlton Street (the “Property”) and subsequently, using primarily federal funding through the Neighborhood Stabilization Program, demolished a 37,000 square foot blighted warehouse and created a public waterfront access area, together with a permeable parking lot, in order to increase the citizenry’s use and enjoyment of the Pequonnock River and to support private investment at 305 Knowlton Street (the “Adjacent Property”) which was then just emerging as a privately developed artists’ colony in an historic building on the City’s East Side;

**WHEREAS**, the East Side Neighborhood Revitalization Zone (“ESNRZ”) Strategic Plan calls for “concentrated efforts towards redeveloping the waterfront to support ... increased public access ... especially along Knowlton Street and the Pequonnock River” (ESNRZ Plan p58);

**WHEREAS**, the Waterfront Master Plan, approved by the City Council on May 1, 2017 (Item #06-16), declares public access to the waterfront as “the single most important aspect of its redevelopment,” and further supports the “[transformation of] obsolete industrial sites into visible, vibrant spaces for work, living and play”;

**WHEREAS**, Plan Bridgeport, approved by the City Council on April 1, 2019 (Item #32-18) establishes the objective of improving 3.5 linear miles, or 18,480 linear feet, of public waterfront access area (primarily on the East Side, East End, Downtown) by the year 2029;

**WHEREAS**, in furtherance of Plan Bridgeport, and in public-private partnership, OPED wishes to enter into the attached easement agreement (the “Easement Agreement”) with the owner of the Adjacent Property (the “Adjacent Owner”);

**WHEREAS**, pursuant to the Easement Agreement, the Adjacent Owner shall make annual payment to the City in an amount equal to what the full taxes would be on the Property if it were privately owned, and will additionally expend private funds to improve the Property and make it more inviting by: filling in ruts; reseeding grass; creating a stone-dust public waterfront path along the full length of the approximately 250 linear feet of the Property; installing benches; installing lighting as may be needed; insuring and maintaining the property;

**WHEREAS**, the Adjacent Owner will make such improvements to the Property in connection with, and in support of, his further investment in the Adjacent Property, enhancing its identity as an artists’ enclave and further developing it as an event space per the Adaptive Reuse approval granted by the Planning and Zoning Commission on March 25, 2019 (Item #19-16);

**WHEREAS**, pursuant to the Easement Agreement, OPED will expand the permeable shared parking area and install public access signage;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL** that it, based upon the statements and representations made herein, hereby authorizes, directs and empowers the Director of OPED to finalize and execute the Easement Agreement in substantially the form attached hereto and made a part hereof, and is further authorized to negotiate and to execute such other agreements, subject to the review and approval of the Office of the City Attorney, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.



**After recording, please return to:**

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

**EASEMENT AGREEMENT**

THIS **EASEMENT AGREEMENT** (the "**Easement**") is made this \_\_\_\_ day of \_\_\_\_\_ 2019 by the **CITY OF BRIDGEPORT**, a municipal corporation having an address at 45 Lyon Terrace, Bridgeport, Connecticut, through the **Office of Planning and Economic Development ("OPED")**, (collectively, the "**City**" or the "**Grantors**") in favor of the **SHIRAN NICHOLSON**, an individual having an address at \_\_\_\_\_ ("**Nicholson**" or the "**Grantee**").

**RECITALS:**

**WHEREAS**, the City is the owner of certain real property located in the City of Bridgeport being commonly known as 337 Knowlton Street, ("**Grantor Parcel**" or the "**Easement Area**") being more particularly described in a Quit Claim Deed, dated July 1, 2011 recorded in Book 8445 Page 87 of the Bridgeport Land Records; and

**WHEREAS**, Nicholson is the owner of certain real property located in the City of Bridgeport being commonly known as 305 Knowlton Street, ("**Grantee Parcel**") being more particularly described in a Warranty Deed, dated \_\_\_\_\_, 2019 recorded in **Book** \_\_\_\_\_, **Page** \_\_\_\_\_ of the Bridgeport Land Records; and

**WHEREAS**, by Bridgeport City Council Resolution Item # \_\_\_\_\_, approved \_\_\_\_\_, 2019 (the "**Resolution**"), the Bridgeport City Council approved the grant of an easement from the City to Nicholson subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby give, grant, bargain, sell and convey unto the Grantee a non-exclusive easement (the "**Easement**") in, over, along and across the Grantor's Property (the "**Easement Area**") for the following purposes and uses on the following terms and conditions:

1. **Grant of Easement AS-IS.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO GRANTEE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL CONDITION AND/OR PHYSICAL CONDITION OF THE EASEMENT AREA AND/OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, INCLUDING THE SUITABILITY OF THE SOILS AS STRUCTURAL FILL. Further, Grantee acknowledges that Grantee has had an opportunity to independently and personally inspect the Easement Area and perform any tests and/or studies desired by Grantee in connection therewith and Grantee acknowledges that it shall rely solely upon the results of

Grantee's own evaluations and inspections of the Easement Area and activities conducted thereon or other information obtained or otherwise available to Grantee, rather than any information that may have been provided by Grantor to Grantee, including without limitation, environmental reports or materials provided by the former owner of a portion of the Easement Area. Except as expressly set forth to the contrary in this Agreement, Grantee agrees that the Easement Area is being used and accepted by Grantee at Easement-Signing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED".

2. **Permitted Use.** The Easement Area shall be available for free unencumbered and non-exclusive use for: (1) ingress/egress and/or parking for the Grantee and his customers, associates, invitees, and employees and (2) installation of outdoor art exhibits ("Art Park") in accordance with Section 7 hereof; provided that, the Grantee's use of Easement Area is consistent with its Planning & Zoning Commission approval dated March 29, 2019 ("P&Z Approval") attached hereto as Exhibit . The Easement Area shall include approximately eighty-eight (88) parking spaces on a pervious surface ("Parking Area"). No vehicle shall be permitted to park outside the Parking Area.
  - (a) **Private Events.** The Grantee may enjoy exclusive use of the Easement Area for private events upon providing Grantor with a quarterly seasonal schedule to be reviewed and approved by the Grantor.
3. **Term.** This Easement shall commence on July 1, 2019 and shall continue in full force and effect until June 30, 2029 or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term").
  - (a) **Extension Options.** The Grantee shall, provided this Easement is in full force and effect and Grantee is not in default under any of the terms and conditions hereof at the time of notification or commencement, have two (2) successive extension options each for a term of ten (10) years commencing on the July 1<sup>st</sup> immediately following the proceeding term ("Extended Term"), on the same terms and conditions set forth in this Easement Agreement ("Option"). Further, if Grantee elects to exercise said Option(s), then Grantee shall provide Grantor with written notice at least sixty (60) days prior to the commencement of the Extended Term. If Grantee fails to provide such notice, Grantee shall have no further or additional right to extend or renew the term of the Easement. Said Option(s) is transferable in accordance with Section 6(a) hereof.
4. **Fee**
  - (a) **Payment of Real Estate Taxes.** Grantee shall be responsible for any and all real estate taxes levied, imposed or assessed during the Term of this Easement by governmental authorities upon the Grantor Parcel as if the Grantee were the fee simple owner thereof. In addition, Grantee shall pay any new tax of a nature not presently in effect, but which may hereafter be levied, assessed or imposed upon Grantor or the Grantor Parcel, if such tax is based on or arises out of the ownership, use or operation of the Grantor Parcel.

- (b) Grantee to Provide Evidence of Payment. Grantee shall furnish Grantor, within thirty (30) days after the date when any Real Estate Tax would become delinquent, with evidence satisfactory to Grantor, evidencing the payment thereof. A certificate, receipt or bill of the appropriate official authorized to make or issue the same or to receive payment of any such tax, shall be prima facie evidence that such tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, receipt or bill.

5. **Grantee's Representations.** The Grantee represents as follows:

- (a) Grantee shall maintain the Easement Area, at its sole costs and expense, in good condition at all times. That the maintenance shall include, but is not limited to:
- (i) All improvements necessary for safe ingress/egress and parking such as driving and parking surface repairs including, but not limited to, filling ruts and maintenance,
  - (ii) Keeping the site clean, free of trash, obstructions, dangerous conditions, debris, snow and ice, and removing any graffiti or other unsightly vandalism therein;
  - (iii) Lawn care including, but not limited to, reseeding grass, landscaping, and tree maintenance within the Easement Area; and
  - (iv) Keeping the sidewalks, cross-walks and parking spaces within the Easement Area properly illuminated between sunset and sunrise.
- (b) Grantee shall install at least two (2) park benches and a permeable pedestrian path, at least twenty (20) feet wide, along the length of the water's edge;
- (c) That, in the event the Grantee fails to perform any obligations identified in subsection (a) hereof within thirty (30) days following written request of the Grantor, Grantor shall have the right, but not the obligation, to perform such repairs or maintenance and the Grantee shall reimburse the Grantor for the costs thereof promptly upon the submission of an invoice to the Grantee for same;
- (d) Fee title to the Easement Area shall continue to vest in Grantor, its successors and assigns at all times during the Term, subject to the Easement interest and any additional rights expressly and specifically granted in this Easement Agreement to the Grantee. During the Term, title to any and all improvements constructed on the Grantor Property by the Grantee with the prior written approval of the Grantor, which may be withheld in the exercise of its commercial business judgment ("**Improvements**"), and all personal property and fixtures installed or located therein, shall, at all times, vest in and become the property of Grantor;
- (e) That, at the written request of the Grantor, Grantee shall immediately and expeditiously preserve or reinstate the previously secured Department of Energy and Environmental Protection/Office of Long Island Sound Programs (DEEP/OLISP) permit rights for dock installation or assign said right to the City to preserve;

- (f) Grantee shall make no changes, alterations or additions within or upon the Easement Area except as permitted by this Easement for driveway, parking and pedestrian access without the prior written permission of the Grantor which permission shall not be unreasonably withheld or delayed. Grantee may request the right to construct additional fencing, hardscape or landscape improvements to prohibit or limit public access during non-public access hours if the Grantee can provide evidence to the Grantor that absent such improvements, the property is subject to illicit or detrimental activity; and
  - (g) Grantee shall comply with all federal, state and local laws applicable to the Easement Area and the use thereof and shall not use or allow the Easement Area to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto or violate any of the terms and conditions of this Easement.
6. **Grantor's Representations.** The Grantor represents as follows:
- (a) Grantor shall expand parking area to accommodate roughly 88 spaces with permeable surface; and
  - (b) Grantor shall install signs to indicate areas of public access, public parking and public access hours that are consistent with Bridgeport park rules.
7. **Art Park Installation.** The parties hereto mutually agree to notify the other of any proposed art exhibits prior to installation. Should a situation arise where both parties are contemplating the installation of art, Grantor agrees to defer to Grantee's installation subject to Grantor's review and approval of Grantee's conceptual art plan.
8. **Restrictions.**
- (a) **Grantee Assignment or Transfers.** Grantee shall request the consent of OPED in writing, which request shall contain the material terms of any sale, assignment, sublease, license, lease or other transfer that Grantee desires to grant to others not less than thirty (30) days prior to any such transaction; provided that, Grantee is not in default under any of the terms and conditions of this Easement at the time of notification. OPED's consent, in the exercise of its commercial business judgment, shall not be unreasonably provided OPED determines that:
    - (i) the proposed transferee expressly accepts all the ongoing obligations of the Grantee under the Easement Agreement; and
    - (ii) the proposed transferee possesses the financial and administrative capacity to meet the ongoing obligations of the Easement Agreement; and
    - (iii) the proposed transaction will not adversely affect the quality of the neighborhood; and
    - (iv) the proposed transaction is not inconsistent with the Grantee's P&Z Approvals; and

- (v) the Grantee has neither created, nor threatens to create, a nuisance with respect to crime, noise or illicit activity; and
  - (vi) the Grantee is not a party to a pending claim or litigation against the City.
- (b) **Grantor Access.** The City shall retain the right of access to the Easement Area for purposes of conducting environmental testing, monitoring and maintenance. Should the City need to install maintenance wells, and the like, said wells may not be disturbed or moved or covered over without the City's express prior written consent.
9. **Non-Discrimination.** Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to blindness, in the use of the Easement Area or any improvements to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Easement Area or any part thereof is restricted on the basis of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to blindness, in the sale, lease or occupancy thereof. Grantee shall comply with all state, and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, in the use of the Easement Area.
10. **Indemnification and Insurance Requirements.**
- (a) **Indemnification.** Grantee, for itself, its contractors and any of its consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless and City, its appointed and elected officials, officers, department heads, employees and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from Grantee's activities on the Easement Area, provided, however, that Grantee shall not be responsible or obligated for claims that arise from the sole proximate cause of the City.
  - (b) **Insurance Requirements.** Grantee must submit evidence of the following insurance coverages in the form and manner required for the benefit of City prior to any entry onto the Easement Area. Grantee shall procure, present to City, and maintain in effect without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut reasonably acceptable to City.  
  
**Commercial General Liability** (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen solely out of operations conducted by Grantee at the Easement Area prior to Closing. Coverage shall be broad enough to include contingent liability, contractual liability, with limitations of \$5,000,000 for

each occurrence/aggregate with a combined single limit for bodily injury and personal injury.

**Business Automobile Insurance** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Builder's Risk/Installation Floater** covering contractor's labor, materials and equipment to be used for completion of the work performed at the Easement Area described in this Agreement against all risks of direct physical loss, excluding earthquake and flood, for an amount to cover the Improvements.

**Workers' Compensation** insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

**General requirements.** All policies shall include the following provisions:

Cancellation notice—City shall be entitled to receive from Grantee or Grantee's insurance carriers not less than 30 days' written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to City at the addresses for notice set forth in this Agreement.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverages required and delivered to City prior to any entry onto the Easement Area under this Agreement.

Additional insured—In instances where City has an insurable interest in the Easement Area and to the extent coverage is attainable, Grantee will arrange with their respective insurance agents or brokers to name City as additional insured parties **BY POLICY ENDORSEMENT** on all policies of primary and excess insurance coverages. Grantee shall submit to City upon execution of this Agreement and annually thereafter, evidence of the existence of the required insurance in the form required hereby. Such endorsements shall specifically designate City in the following form and manner:

City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, ATIMA

City of Bridgeport

Office of Planning and Economic Development

999 Broad Street

Bridgeport, Connecticut 06604

Re: 337 Knowlton Street Easement

11. **Mechanics Liens.** Grantee shall not permit any mechanic's or other lien to be filed against the Easement Areas or any other land of the Grantors by reason of any act or omission of Grantee or Grantee's employees, agents or contractors. If any such mechanic's or other lien or charge shall at any time be filed against the Easement Areas or any other land of Grantors, Grantee shall, within thirty (30) days of said filing, cause the same to be discharged of record or a bond posted in substitution thereof.
12. **Subordinate to ELUR.** The Easement granted herein or any interests that Grantee, or any assignees of Grantee, may now or hereafter hold in and to the Easement Area shall be automatically and irrevocably subordinate to (i) any Environmental Land Use Restrictions under Connecticut General Statutes Sections 22a-133n to 22a-133s, inclusive, that are approved by the Connecticut Commissioner of Energy and Environmental Protection or a Licensed Environmental Professional in accordance with the requirements of C.G.S. Sections 22a-133n to 22a-133s, R.C.S.A Sections 22a-133k-1 through 3 inclusive, R.C.S.A Section 22a-133q-1 ("ELURs") executed and recorded against the title to any property which includes any portion of the Easement Area on the Land Records of the City of Bridgeport, whether recorded prior to or after the date of this Easement. Grantee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Easement to the lien of any such ELUR.
13. **Miscellaneous.**
  - (a) **Governing Law.** This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut.
  - (b) **Entire Agreement; Amendments.** This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. Any oral representations of modifications concerning this Easement shall be of no force and effect. This Easement may not be modified except by written agreement executed and delivered by the parties and recorded in the Land Records of the City of Bridgeport, Connecticut. Any extension of this Easement shall be recorded on the Land Records of the City of Bridgeport, Connecticut.
  - (c) **Severability.** If any one or more of the provisions contained in this Easement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Easement, and this Easement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Easement.
  - (d) **Counterparts.** This Easement may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against the parties hereto.

- (e) Reservation of Rights. The Grantors reserve the right to themselves, their successors and assigns, to use the Easement Area for any uses and purposes that do not in any way interfere with the purpose for which this Easement is granted.

**TO HAVE AND TO HOLD** the said rights, privileges, and authority unto the said Grantee, and its successors and assigns forever, to it and their own proper use and behoof.

*[Signature Pages Follow]*

DRAFT







# OFFICE OF THE CITY CLERK RESOLUTION FORM

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CITY CLERK'S OFFICE

19 APR 23 PM 3: 14

ATTEST  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 71-18  
Submitted by Councilmember(s): Peter D. Spain  
Co-Sponsors(s): Michelle A. Lyons Jack O. Banta Kyle Langan Jeanette Herron  
District: 130TH  
Subject: Proposed Amendments to the Municipal Code of Ordinances, amend Title 10 – Vehicles and Traffic, Chapter 10.12- STOPPING, STANDING AND PARKING GENERALLY to add NEW Section 10.12.015, Lawn Parking.  
Referred to: Ordinance Committee  
City Council Date: May 6, 2019

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

Additional Co-Sponsors: Rosalina Roman-Christy, Maria Valle, Aidee Nieves, Karen Jackson, Nessah Smith, Eneida Martinez

Districts Continued: 134<sup>TH</sup>, 131<sup>ST</sup>, 132<sup>ND</sup>, 133<sup>RD</sup>, 135<sup>TH</sup>, 137<sup>TH</sup>, 138<sup>TH</sup>, 139<sup>TH</sup>

*WHEREAS*, Chapter 10, Section 12 of the Bridgeport Municipal Code (the “Ordinance”) establishes sensible regulations on parking vehicles;

*WHEREAS*, residents have repeatedly raised concerns to Council representatives regarding motor vehicles routinely parked on any unpaved portion of a front yard;

*WHEREAS*, residents have complained that reported lawn parking has a negative effect on their neighborhood’s appeal, property values, and, in some instances, safety.

*NOW THEREFORE BE IT ORDAINED* by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, Chapter 10 is hereby amended to add a new section 10.12.015 as follows:

Chapter 10.12– STOPPING, STANDING AND PARKING GENERALLY

(NEW) SECTION:10.12.015 - Lawn parking

A. Violations. No motor vehicles (including automobiles, trucks, boats, campers, recreational vehicles, and motorcycles) shall be parked on any portion of a front yard except on an area that is paved. A paved surface can be cement, brick, asphalt, paver, etc. It should be installed so it does not drain onto neighboring property. It is not a paved surface if only the areas under the tires are paved.

B. Penalty. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of this section shall pay to the clerk of the police department the following sums: 1. \$50.00 2. Additional Penalty. In the event any person fails to comply within 14 days from the date of issuance thereof, then the penalty will increase to \$100; if not paid within 30 days from the date of issues, the penalty will increase to \$150. If the balance owed exceeds \$200, or if the car is in violation for 72 hours or longer, the city will tow.



# 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	
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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:
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## 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:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)



**OFFICE OF THE CITY CLERK  
RESOLUTION FORM**

RECEIVED  
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19 APR 22 PM 3:12

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CITY CLERK

**SECTION I CITY COUNCIL SUBMISSION INFORMATION**

Log ID/Item Number:	72-18
Submitted by Councilmember(s):	Maria I. Valle
Co-Sponsors(s):	Aidee Nieves Choose an item. Choose an item. Choose an item.
District:	137TH
Subject:	All-Way Stop Maple Street and Kossuth Street
Referred to:	Board of Police Commissioners
City Council Date:	May 6, 2019

**SECTION II RESOLUTION (PLEASE TYPE BELOW)**

**WHEREAS**, the City Council desires to ensure the safety and well-being of its citizens, inhabitants and all other persons traveling on the streets of Bridgeport; and

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

**WHEREAS**, Maple Street at its intersection with Kossuth Street is an urban, densely developed multi-family residential street adjacent to a Boys & Girls Club, corner convenience store, and school bus stops that experiences a steady flow of commercial and other motor vehicles daily along with heavy pedestrian traffic made up of children, families, the disabled, and elderly residents; and

**WHEREAS**, motor vehicles speed along Kossuth Street and upon coming to the Maple Street intersection do not slow down preventing traffic exiting Maple Street to turn, enter or cross which increases aggressive driver behavior and the risk of an intersection collision; and

**WHEREAS**, there have been at least five accidents and one fatality at this intersection; and

**WHEREAS**, accidents in intersections create substantial risk of an out of control motor vehicle hitting a pedestrian crossing the street, in a crosswalk or walking along the sidewalk; and

**WHEREAS**, use of all-way stops can reduce aggressive driver behavior and intersection crashes by 53%, overall crashes at urban locations up to 71%, and pedestrian crashes by 39%; and

**NOW, THEREFORE BE IT RESOLVED** by the Bridgeport City Council that the Board of Police Commissioners designate the intersection of Kossuth Street and Maple Street as an "All-Way" stop intersection with appropriate signs erected and stop lines painted on the road surface.

-Attachments-



# 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	
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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	<b>Public Hearing Ordered on:</b> <b>CT Post Publication Date(s):</b> <b>Public Hearing Held on:</b>	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## 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:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

## SECTION IX COMMENTS (if any)

**Boyer, Mike**

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**From:** Valle, Maria  
**Sent:** Monday, April 22, 2019 2:02 PM  
**To:** Boyer, Mike

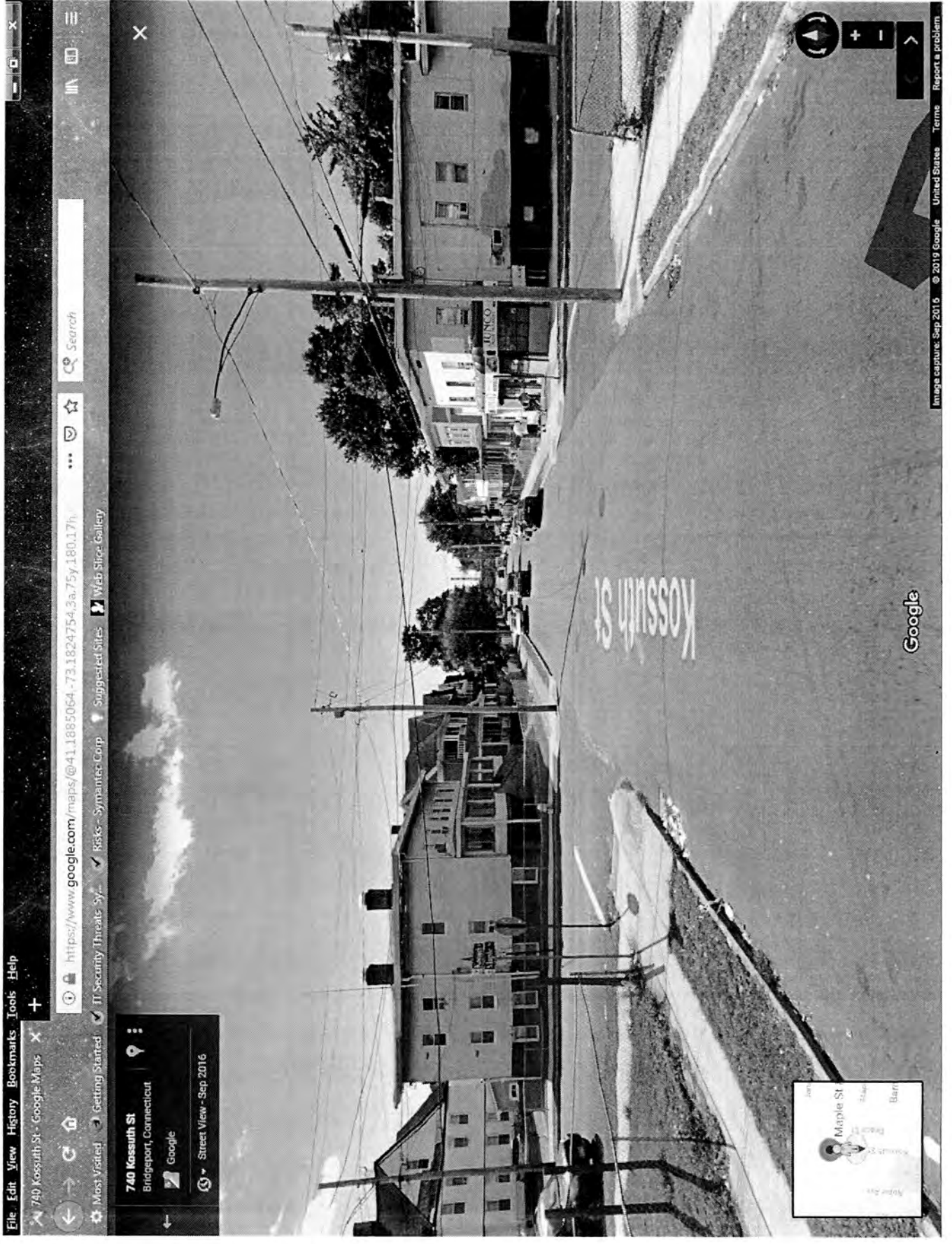
Yes, Mike. It is OK for submission.

Thank you.









740 Kossuth St  
Bridgeport, Connecticut  
Google  
Street View - Sep 2016

Maple St  
Kossuth St  
Bar

Navigation controls: Home, Back, Forward, Zoom In (+), Zoom Out (-), Street View pegman icon.

Google

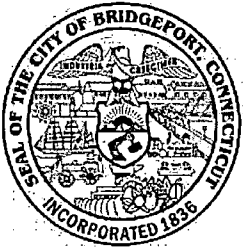


355 Maple St  
 Bridgeport, Connecticut

Street View - Sep 2016







# OFFICE OF THE CITY CLERK RESOLUTION FORM

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CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	79-18		
Submitted by Councilmember(s):	Aidee Nieves		
Co-Sponsors(s):	Maria I. Valle	Choose an item.	Choose an item.
District:	137TH		
Subject:	Proposed Amendments to the Municipal Code of Ordinances, Chapter 5.48 - Street Vendors, Itinerant Vendors and Motor Vehicle Vendors, amend to add New Section 5.48.300 - The Licensing and Regulation of Pedicabs		
Referred to:	Ordinance Committee		
City Council Date:	May 6, 2019		

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, due to the large population and heavy commerce of Bridgeport the public streets are congested with countless vehicles for transporting consumer goods and individuals; and

**WHEREAS**, in coming years, as Steelepoint Harbor expands, and the downtown area prospers, the public streets will be more congested with vehicles, especially around the Transportation Center and the Metro-North Railroad station; and

**WHEREAS**, pedicabs are a new zero-emissions, no fossil fuels, mode of transportation currently being introduced in the City that due to their high maneuverability and unique character have the potential to benefit the environment and become a new and increasingly utilized form of paid transportation for City tourists and residents; and

**WHEREAS**, due to the quantity of pedestrian and vehicular traffic within the City the safe operation of pedicabs is of great concern to the City Council because presently the City has no mechanism to monitor the quantity or operational procedures of these slow-moving passenger vehicles; and

**WHEREAS**, the City Council finds that authorizing the operation of pedicabs furthers the City's interest in providing diverse social and cultural experiences and entertainment for residents and visitors of the City; and

**WHEREAS**, the City Council further finds that this ordinance balances the City's interest in allowing pedicabs with the City's interest in maintaining safe streets and roads by imposing reasonable permitting requirements that ensure operating and equipment standards upheld; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective up on publication, the Municipal Code of Ordinances **Chapter 5.48 - STREET VENDORS, ITINERANT VENDORS AND MOTOR VEHICLE VENDORS** is hereby amended to add New Section 5.48.300 as follows:



## OFFICE OF THE CITY CLERK RESOLUTION FORM

### 5.48.300 – Pedal Cabs (Pedicabs) Definitions.

- (a) For purposes of this chapter, a "pedal cab" (pedicab) is defined as a multi-wheeled vehicle propelled by human power, capable of transporting passengers other than the operator thereof and which is made available to the public as a mode of transportation. A pedal cab shall be deemed to be a type of bicycle for purposes of this article and for purposes of the application of Connecticut laws applicable to the use of bicycles on public highways.
- (b) "Operator" means the individual who actually operates the pedicab whether as the owner, an employee of the owner or as an independent contractor. "Owner" means any person who owns, leases, or otherwise has possession of the pedicab.

### 5.48.310 - Licenses and registrations required for operation of pedal cabs.

- (a) No person shall utilize any portion of any public street or highway for the operation of a pedal cab unless said person is licensed to do so in accord with the requirements of this Chapter 5.48.
- (b) No pedal cab shall be operated on any portion of any public street or highway unless said pedal cab is registered by the owner in accord with the requirements of this Chapter 5.48.

### 5.48.320 - Pedal cab operator's license.

- (a) Application for a license to operate a pedal cab or for renewal thereof shall be made to the chief of police upon a form furnished by the chief and shall contain information set out in this chapter. Licenses shall only be issued to individuals who have a valid Connecticut motor vehicle driver's license and are at least eighteen (18) years-of-age, and shall not be issued to partnerships, corporations, limited liability companies or other similar legal entities. Information to be contained on said operator's application (or provided therewith) shall include:
  - (1) Name.
  - (2) Residence address and business address.
  - (3) Date and place of birth.
  - (4) Motor Vehicle Driver's License information, including any restrictions placed upon the applicant's operation of a motor vehicle.
  - (5) A complete set of fingerprints.
  - (6) Whether the driver has ever been convicted of any felony or a misdemeanor and, if so, the details thereof.
  - (7) Whether the driver has ever been denied any form of driver's license or has had any driver's license suspended or revoked.
  - (8) Proof of worker's compensation insurance coverage in accord with Connecticut law (if applicable), proof of liability insurance in such types and such amounts as approved by the mayor including, where deemed appropriate by the mayor, provision that the City of Bridgeport be named as an additional insured on the relevant policy or policies of insurance.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

- (9) A valid copy of certification of completion of the League of American Bicyclists Road 1 course, or equivalent as approved by the traffic authority.
- (10) The name of the owner(s) of the pedal cab(s) to be operated by the driver.
- (11) Such additional detailed information as may, in the opinion of the chief of police, be necessary to evaluate the fitness of the applicant to be granted a pedal cab operator's license.
- (12) Such other licensing requirements of Chapter 5.48, including but not limited to those set forth in sections 5.48.040 and 5.48.050.
- The application form shall also require the operator to state, under oath that he has read the regulations set forth in this article; that he understands those regulations; and that he agrees to abide by them at all times.
- (b) Should any of the above-referenced information provided by the licensee become inaccurate or outdated, the licensee shall promptly provide correct and accurate information to the chief of police in the form of an amended application. No license fee shall be charged for such an amended application.
- (c) License fee. The annual license fee for each license to operate a pedal cab shall be as set out in section 5.48.070 of this chapter.
- (d) License renewable, not transferable. An operator's license shall be valid for not more than one (1) year. Such license may not be sold, assigned or otherwise transferred.
- (e) License to be posted. The operator's license shall state that complaints about the licensee may be made to the chief of police. The license shall be posted in any pedal cab while it is being operated by the licensee in a place where it is clearly visible to the passengers being carried therein.

### 5.48.330 - Pedal cab registration.

- (a) Application for a pedal cab registration or for renewal thereof shall be made by the owner of the pedal cab to the chief of police upon a form furnished by the chief and shall contain information set out in this chapter. Information to be contained on said application (or provided therewith) shall include:
- (1) Name of the owner of the pedal cab.
  - (2) Business address.
  - (3) The following identifying information:
    - a. In the case of individual owners: Date and place of birth.
    - b. In the case of corporations, partnerships, limited liability companies or any other form of legally recognized entity:
      - (i) State and date of establishment or creation.
      - (ii) Certificate of legal existence or similar documentation establishing that the existence and operation of the entity is in current compliance with the laws of the State of Connecticut and the state in which it was created.
  - (4) Whether the owner has ever been convicted of any felony or a misdemeanor and, if so, the details thereof.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

- (5) A serial number, vehicle identification number or similar individual identification number permanently affixed to, and by which the registered pedal cab may be identified.
- (6) A valid copy of each operator's certificate of completion of the American League of Bicyclists in the Road 1 course, or equivalent as approved by the traffic authority.
- (7) Proof of insurance in such types and such amounts as required by section 5.48.050, without limitation, liability insurance and, if applicable, worker's compensation insurance for any employees of the owner and further including, provision that the City of Bridgeport be named as an additional insured on the relevant policy or policies of insurance. In addition, the owner shall indemnify and hold harmless the City of Bridgeport from any liability associated with the operation of the licensed pedal cab.
- (8) A cash or surety bond or other form of security in the amount of two hundred dollars (\$200.00) to ensure compliance with the provisions of this article and to ensure prompt surrender of the pedal cab registration in the event that it is no longer in active use. A single bond or other form of security may be tendered to cover more than one registration issued to the same owner provided that the amount thereof shall, at all times, be maintained in an amount equal to two hundred dollars (\$200.00) multiplied by the number of pedal cab registrations issued to the same owner.
- (9) The fare schedule itemizing all charges which the owner and/or operator shall charge to passengers for transporting them.
- (10) Such additional detailed information as may, in the opinion of the chief of police, be necessary to evaluate the fitness of the applicant or the pedal cab vehicle to be granted a pedal cab registration.

The application form shall also require the signatory for the applicant to state, under oath that he has read the regulations set forth in this article; that he understands those regulations; and that the applicant agrees to abide by them at all times.

- (b) Registration fee. The annual fee for each pedal cab registration shall be \_\_\_\_\_.
- (c) Should any of the above-referenced information provided by the owner become inaccurate or outdated, the owner shall promptly provide correct and accurate information to the chief of police in the form of an amended application. No registration fee shall be charged for such an amended application.
- (d) Registration renewable, not transferable. A pedal cab registration shall be valid for not more than one year. A pedal cab registration shall be assigned to each individual pedal cab and may not be sold, assigned or otherwise transferred. Each pedal cab shall be inspected for compliance with the requirements of this article at the time of initial registration and annually thereafter at the time of registration renewal.
- (e) Registration to be posted. The pedal cab registration shall state that complaints about the pedal cab may be made to the chief of police. The registration shall be posted in the pedal cab at all times in a place where it is clearly visible to the passengers being carried therein.

5.48.340 - Limitation upon number of registrations to be issued.

No more than twenty (20) pedal cab registrations shall be issued, except at the discretion of the mayor for special events. Applications for pedal cab registrations shall be processed in the order in which they are received.

5.48.350 - Designated hours and areas of operation.





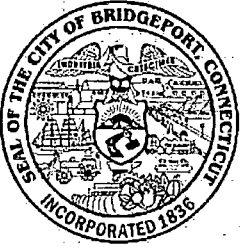
## OFFICE OF THE CITY CLERK RESOLUTION FORM

The Board of Police Commissioners ("Board") as the Traffic Authority for the City of Bridgeport shall determine appropriate hours of operation and acceptable streets and areas in which pedal cabs shall operate. It shall be unlawful for any person to operate a pedal cab at other times or in other locations than those designated by the Board.

### 5.48.360 - Pedal cab equipment and operation.

Pedal cabs shall be operated in accord with the laws of the State of Connecticut applicable to the use of bicycles on the public highways and shall follow all traffic laws without limitation, and shall meet the following requirements:

- (1) Pedal cabs shall be equipped with the safety equipment described in C.G.S. Section 14-288 at all times. In addition, pedal cabs shall:
  - a. Display a battery or generator-operated lighted lamp or lamps upon the rear part of such bicycle at all times when lamps are required to be lit pursuant to C.G.S. Section 14-96a. Such lamp or lamps shall, when lighted, emit a red light which in clear weather shall be visible at a distance of not less than five hundred (500) feet in the direction from which such pedal cab is proceeding.
  - b. Be equipped with battery or generator-operated turn signal lamps. Such lamps shall, when lighted, emit a flashing yellow light which in clear weather shall be visible at a distance of not less than five hundred (500) feet, both in the direction to and from which such pedal cab is proceeding.
  - c. Be equipped with a pedal-power delivery system of chains and gears (or the equivalent thereof) sufficient to permit the Pedal cab to accelerate from a standing position at a rate which will not unduly impede the flow of traffic.
  - d. Be equipped with a hydraulic or mechanical disc brake system which will permit the pedal cab to stop safely in an emergency situation without affecting the stability of the vehicle.
  - e. Be equipped with spoke reflectors placed upon each wheel and reflective tape marking the side edges of the pedal cab at both front and rear.
  - f. Be equipped with at least one side-view or rear-view mirror designed to allow the driver to observe traffic to the rear of the pedal cab.
  - g. Be equipped with seat belts for each passenger.
- (2) Pedal cabs shall be operated in the manner described in C.G.S. Section 14-286a and 14-288 at all times. In addition:
  - a. Turn signals shall be given by the use of the turn signal lamps required pursuant to this section.
  - b. Pedal cabs shall pick up and discharge passengers as close to the curb line of the street as possible.
  - c. Pedal cabs shall be operated in a manner which does not impede or block the normal or reasonable movement of vehicular or pedestrian traffic except where necessary to comply with applicable provisions of law.
  - d. Passengers shall be required to remain seated at all times while the pedal cab is in motion.
  - e. Not more than three (3) passengers shall be permitted in a pedal cab at any time.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

- f. Pedal cabs shall be liable to pay for metered on-street or off-street parking operated by the City of New Haven in the same manner as is applicable to any motor vehicle utilizing such a metered parking space.
- g. Operators of pedal cabs shall comply with any restrictions set forth on their motor vehicle driver's license at all times while driving a pedal cab.
- h. A clearly-legible copy of the fare schedule shall be posted in the pedal cab at all times in a place where it is clearly visible to the passengers being carried therein.
- i. Pedal cabs shall not be operated while the operator is under the influence of alcohol or controlled substances other than medication prescribed for the operator by a physician which does not adversely affect the ability of the pedal cab driver to operate the pedal cab.

### 5.48.370 - Revocation of registration or license.

- (a) The chief of police shall also have the power to deny or revoke any registration or license issued hereunder for cause after due notice in writing to the applicant/owner/licensee and after affording the applicant/owner/licensee the opportunity to be heard thereupon. Cause shall be deemed to include, but not be limited to false information knowingly given in the application for a license or registration, physical or mental impairment which jeopardizes the safety of passengers or other members of the public, failure to maintain complete and accurate license or registration information on file, or for any violation of the provisions of this chapter. The chief of police may also take criminal convictions occurring subsequent to the granting of the license or registration into account to establish cause for denying or revoking any registration or license issued hereunder, but only after appropriately assessing the conviction(s). In addition, a pedal cab registration shall be revoked for any pedal cab which, in the determination of the chief of police, is not in active service. This authority shall be in addition to any other means of enforcement of city ordinances.
- (b) In addition to the denial/revocation procedure authorized pursuant to subsection (a) of this section, the chief of police may also suspend any registration or license immediately and for a period not to exceed five (5) days if he determines that the interests of public safety so require. In any such case the owner/licensee shall be afforded the opportunity to be heard within seventy-two (72) hours following such suspension.

### 5.48.380 - Penalties.

It shall be unlawful to violate any of the provisions of this article, and the penalty for violation of any provision, as levied by the chief of police and his designees or by the director of transportation, traffic and parking and his designees, shall be a fine of fifty dollars (\$50.00) for the first offense, and an additional fifty dollars (\$50.00) per offense thereafter to the maximum allowable under state statute as amended. In any instance in which the operator or owner/licensee shall feel the penalty was unfairly imposed, he/she shall be afforded the opportunity to be heard within seventy-two (72) hours following receipt of notice of the violation.

### 5.48.390 - Implementation.

The provisions of this article are effective immediately upon publication.

### 5.48.400 - Severability.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

If any provision of this article is held to be invalid by a court of competent jurisdiction then such provision shall be considered separately and apart from the remaining provisions of this section, which shall remain in full force and effect.



# 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	
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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:
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## 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:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)

**Item # \*56-18 Consent Calendar**

Lease Agreement with East Main Development, LLC for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: May 6, 2019

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #56-18 was approved by the City Council of the City of Bridgeport on (May 6, 2019), and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of <<May 29, 2019>>. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

RECEIVED  
CITY CLERKS OFFICE  
19 MAY 29 AM 10:22  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk

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

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

**Item No. \*56-18 Consent Calendar**

## **A Resolution by the Bridgeport City Council**

**Regarding the**

**Lease Agreement  
between  
The City of Bridgeport  
and  
East Main Development, LLC**

**WHEREAS**, the City of Bridgeport (“the City”), acting through the Department of Health and Social Services, entered into a lease agreement for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street (“Premises”) from July 1, 2015 through June 30, 2018 using Community Development Block Grant (CDBG) funds; and

**WHEREAS**, when the lease expired it was no longer eligible for CDBG payments and, therefore, the City, now acting through the Department of Public Facilities (“Public Facilities”), assumed responsibility for the payment of rent on July 1, 2018 from the Public Facilities budget; and

**WHEREAS**, the new lease was delayed by negotiations surrounding the condition of the roof; however, East Main Development, LLC (“Landlord”) has agreed to repair the roof by April 30, 2019; and

**WHEREAS**, the City, through Public Facilities, and in the best interest, safety and welfare of Bridgeport’s East Side’s senior residents, desires to continue the operations of the Senior Center and therefore desires to enter into a 2-year lease from July 1, 2018 to June 30, 2020; and

**WHEREAS**, the Landlord has agreed to allow the City to utilize the space located at the Premises for continuing the operation of the Senior Center.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Contracts  
Item No. \*56-18 Consent Calendar

-2-

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it hereby authorizes the City to enter into a two-year Lease with East Main Development LLC, and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Public Facilities**, to execute all documents, with the approval of the Office of the City Attorney, necessary to effectuate the Lease Agreement.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Ernest E. Newton II, D-139th, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Michael A. Defilippo, D-133rd*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>*

*City Council Date: May 6, 2019*

**Schedule A**  
**Leased Premises**



## LEASE AGREEMENT

**THIS AGREEMENT**, (herein after referred to as the "Lease") entered into as of the \_\_\_ day of April 2019, by and between the East Main Development, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, with an offices at 1025 East Main Street, Bridgeport, Connecticut 06608 ("Landlord") and the City of Bridgeport, a municipal corporation organized and existing under the laws of the State or Connecticut with offices located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("the City" or "Tenant").

**WHEREAS**, Landlord owns certain real property known generally as 1053-1057 East Main Street and 440 Arctic Street, Bridgeport, CT ("Gross Premises" or "Leased Premises"); and

**WHEREAS**, the City, under the Department of Public Facilities and in the best interest, safety and welfare of Bridgeport's East Side's senior residents, desires to continue the operations of the Senior Center; and

**WHEREAS**, East Main Development, LLC has agreed to allow the City of Bridgeport to utilize the space located at the Gross Premises for continuing the operations of the Senior Center.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

### ARTICLE I

#### **Description of Leased Premises**

Section 1.1 – Leased Premises. The Landlord hereby leases to the Tenant that portion or 1043-57 East Main Street, Bridgeport, CT and 440 Arctic Street, Bridgeport, CT as depicted in Schedule attached hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street road or highway to the center line thereof in front of or adjoining said parcel of land ("Leased Premises"). **Schedule A** illustrates those designated areas that are part of the lease for the Senior Center. Within the Gross Premises, Landlord shall also make available no less than 3 parking spaces for Tenant, its agents, employees, licensees and invitees.

Section 1.2 – Term. The initial term or this Lease shall be for a period of two (2) years; commencing on July 1, 2018 and it shall terminate June 30, 2020 unless sooner terminated under the term of this Lease.

## **ARTICLE II**

### **Rent**

Section 2.1 – Basic Rent. The monthly Basic Rent shall be due by the 1<sup>st</sup> day of each month:

Year 1: \$3,833.33/per month (July 1, 2018 – June 30, 2019)

Year 2: \$4,033.33/per month (July 1, 2019 – June 30, 2020)

Section 2.2 – Taxes. The Landlord shall be responsible for the payment of any and all real or personal property taxes, water and sewer charges that may be assessed against the Leased Premises and any renewal periods that may be exercised.

Section 2.3 – No Notice. The Tenant shall make all payments of Basic Rent and any other payments provided for in this Lease without notice or demand.

Section 2.4 – Place of Payment. Payment of Basic Rent shall be made to the Landlord at the address appearing at the beginning of this Lease, to such other person, legal entity or address as the Landlord shall designate by written notice to the Tenant.

Section 2.5 – Additional Rent. If additional space is available and needed the additional rent will be \$18.00 per square FT.

Section 2.6 – Rent, Generally. All costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises (except rent), including without limitation, all taxes, insurance and operating costs shall be paid by Landlord.

## **ARTICLE III**

### **Use**

Section 3.1 – Use of Premises. The Tenant covenants and agrees that during the term of this Lease, the Leased Premises shall only be used and occupied for the continued use as a senior center and such ancillary uses as appropriate. The Tenant will not do or suffer any waste or damage to any portion of the Leased Premises. This Section shall apply to any assignees or sublet per Section 11.1.

Section 3.2 – Unlawful Purpose. Without prejudice to the specificity of Section 3.1 above, the Tenant will not use or allow the Leased Premises or any part thereof to be used or occupied for any immoral or unlawful purpose and will not suffer any act to be done or any condition to exist on the Leased Premises or any part thereof or any article to be brought thereon which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance,

public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 3.3 – Compliance With Laws and Regulations. Throughout the Term of this Lease, the Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements which may be applicable to the Leased Premises.

Section 3.4 – Rubbish and Vermin. The Tenant agrees to dispose of all trash and rubbish generated at the Leased Premises in Landlord's designated containers and to keep all rubbish in closed containers and to keep the areas to the rear, front and sides of the Leased Premises free from boxes, cartons, and rubbish. Landlord shall bear the cost of regular removal of the trash from said containers.

## **ARTICLE IV**

### **Tenant and Landlord's Covenants**

Section 4.1 – Landlord's Further Obligations. Landlord shall be responsible for carrying out all necessary repairs to the Building (structural and non-structural) including the roof and the Buildings systems. The Landlord shall also be responsible for the replacement of any portion of the mechanical systems (HVAC, electrical, and plumbing) in addition to normal repair and maintenance. The Tenant agrees to give the Landlord prompt notice of any detective condition in any or the Leased Premises. Landlords agrees to make all repairs within 90 clays after notice.

Notwithstanding the foregoing, the Landlord understands and agrees that the roof is in current need of immediate repair and will repair said roof to stop all leaks and damage to Tenant's property by **April 30, 2019**. If the Landlord fails to make the repairs by April 30, 2019, the Tenant will arrange to have the most cost-effective necessary repairs made and the cost of which will be set-off against the Basic Rent owed. If the repairs are made by the Tenant, it will retain the services of a qualified third-party roofer to perform the repairs.

Section 4.2 – Tenant's Enjoyment. The Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on the Tenant's part to be observed and performed, peaceably and quietly have and hold the Leased Premises, without hindrance or molestation by any person or persons lawfully claiming by through or under the Landlord, subject, however- to the terms of this Lease.

## ARTICLE V

### Condition, Repairs and Improvements

Section 5.1 - Condition. Tenant has inspected the Leased Premises and is thoroughly acquainted with its condition. Tenant agrees to commence this Lease "as is" pending Landlord's completion of the roof repair.

Section 5.2 – Repairs, Maintenance. In addition to what is provided in Section 4.1 of this Lease, Tenant, at its own expense, shall keep the Leased Premises (including all improvements that may from time to time be made thereon) neat and clean. Landlord shall keep the outside Gross Premises neat and clean and shall also be responsible for snow removal and for the maintenance or landscaping on the Gross Premises, and maintaining other improvements on the Gross Premises in good and tenantable repair.

Section 5.3 – Tenant Improvements. Except for the roof repairs provided for in Section 4.1 hereof, the Tenant shall make no changes, alterations or additions to the Leased Premises without the prior written permission of the Landlord which permission shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant, at its sole cost and expense is hereby authorized, with Landlord's prior consent, to make any non-structural repairs to the Premises and Building as it may require in order to use same for the Tenant's intended use, and other minor repairs.

Section 5.4 – Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Tenant, and the Tenant shall have no authority on behalf of the Landlords to give anyone the right to place a lien on the Leased Premises or any part thereof and should any such lien be the Tenant shall have the same removed immediately and upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Tenant to the Landlord.

## ARTICLE VI

### Utilities

Section 6.1 – Utilities. The Landlord shall pay all charges for utilities, including but not limited to gas, heat, water and electricity.

## ARTICLE VII

### Insurance

Section 7.1 – Insurance for Property. Throughout the entire term of this Lease, the Landlord shall pay to keep the Leased Premises (real property) insured for the benefit of the Tenant written on an “all risks” basis for loss or damage generally insured on this broad form property policy at the time in connection with buildings of similar type in the locality, with due regard to the type of construction, use and occupancy. Said policy shall include coverage written on a replacement cost value basis.

Section 7.2 – General Liability Insurance. Throughout the entire term of this Lease, the Landlord shall keep the Leased Premises insured at its sole cost and expense against claims for bodily injury, personal injury and property damage under a policy of commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, containing broad form contractual liability coverage and at least Two Million Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Tenant and the Landlord as the named insureds. Landlord understands that Tenant is self-insured, sufficient in coverage, regarding its operation at the Leased Premises.

Section 7.3 – Proof of Insurance. At or prior to the date of commencement of this Lease, the Tenant shall provide the Landlord with proof of insurance.

Section. 7.4 – Indemnification. The Tenant shall indemnify and hold the Landlord harmless against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in, any way arising out of, the Tenant's use or occupancy of the Leased Premises or any part thereof or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests on or about the Land, Building or Leased Premises, including but not limited to any of the following:

- (a) Any work done in, on or about the Leased Premises or any part thereof by or on the request of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests;
- (b) Any negligence or otherwise wrongful act or omission on the part of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests;
- (c) Any accident, injury or damage to any person or property occurring in, on or about the Leased Premises;
- (d) Any Failure on the part of the Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, at Landlord' s option, and upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval

Landlord shall not unreasonably withhold, or in the alternative, Landlord may defend against such action and shall be entitled to indemnification from Tenant for all costs incurred by the Landlord related to such action. Tenant's indemnity obligation, as stated above shall survive the expiration or other termination of this Lease.

## **ARTICLE VIII**

### **Destruction and Condemnation**

Section 8.1 – Partial Damage/Destruction. The parties agree that, in case the Building shall be partially damaged by flood, fire, tornado, explosion, windstorm or by the elements or otherwise at any time during the term of this Lease, the parties shall mutually agree as to whether the Leased Premises shall be repaired, and the Tenancy shall resume. Should either the Landlord or the Tenant opt not to continue the Lease then, upon written notice to the other, this Lease shall terminate and the rent thereafter payable by Tenant thereafter shall abate.

Section 8.2 – Taking of All. If at any time during the term of this Lease, all or materially all or the Leased Premises, or so much of the Leased Premises that the remaining area can no longer properly be used for the purpose for which the same was being used prior to such condemnation, shall be taken by the exercise of the right of condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that Tenant shall be deprived of possession by the taking authority, and the Basic Rent shall be paid to the date of such taking. In such event, any award received or sum accepted by a compromised disposition or otherwise, on or as a result of such condemnation or taking, shall be distributed to the Landlord only. The Tenant shall have the right to file a claim and receive compensation for moving expenses and costs or loss to which Tenant might incur in removing Tenant's equipment and inventory, but not the Leasehold.

Section 8.3 – Taking of Less Than All. If at any time during the term of this Lease any lesser portion of the Leased Premises than that described in Section 8.3 shall be taken in any eminent domain or condemnation proceeding, then this Lease shall continue and the Rent shall be reduced on an equitable basis for the remainder of the term. If the Landlord and Tenant cannot agree to the Rent thus to be paid the matter shall be submitted to a court of competent jurisdiction in the State of Connecticut, County of Fairfield. Any condemnation award shall be distributed in the same manner as under Section 8.3.

## **ARTICLE IX**

### **Relationship of the Parties**

Section 9.1 – No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Lease

a joint venture or partnership relationship between them; it being their sole purpose and intent to create only a landlord-tenant relationship.

## **ARTICLE X**

### **Access**

Section 10.1 – Access by the Landlord. The Tenant will permit the Landlord and/or its authorized representatives to enter the Leased Premises at all reasonable times for the following purposes: (1) inspecting the same, or (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of the Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from the Landlord.

## **ARTICLE XI**

### **Assignment and Subleasing**

Section 11.1 – Assignment and Subleasing. The Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably denied or delayed.

## **ARTICLE XII**

### **Default by Tenant**

Section. 12.1 – Default. Each or the following shall be an Event of Default by Tenant:

- (a) Failure of the Tenant to pay any Basic Rent for thirty (30) days after the same shall become due and payable;
- (b) Any assignment made of the property of Tenant or any guarantor of Tenant's obligations hereunder for the benefit of creditors;
- (c) The appointment of a receiver, trustee or assignee for the Tenant or any guarantor with respect to all or substantially all of its assets;
- (d) The declaration, filing or commencement of any bankruptcy or insolvency proceeding by or against the Tenant and the same is not stayed or vacated for a period of sixty (60) days;

- (e) The abandonment of the Leased Premises by Tenant; or
- (f) Neglect or failure by the tenant to perform or comply with any of the agreements, terms, covenants or conditions of this Lease, other than those referred to subsections (a) through (e) above, for a period of thirty (30) days after notice from the Landlord to the Tenant specifying the items in default, or in the case of a default which cannot, with due diligence, be cured within such thirty (30) day period, failure of the Tenant within such thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and to completion.

Section 12.2 – Landlord’s Remedies. Upon the occurrence of an Event of Default by Tenant, this Lease shall, at the option of Landlord, terminate and come to an end on the date specified in a notice of termination from the Landlord to the Tenant, and Tenant shall quit and surrender the Leased Premises to the Landlord as if the term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable for all sums accruing prior to the termination of this Lease as well as other damages as provided hereafter.

If an Event of Default occurs and Landlord elects not to terminate this Lease, then (a) Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to either pay any sums or do any act on behalf of Tenant, in order to cure a default by Tenant, and any sums expended by Landlord, together with statutory interest thereon shall be immediately due and payable by Tenant to Landlord or (b) Landlord may, pursuant to legal process, if any be applicable, reenter the Leased Premises and Landlord may remove all persons and property from the Leased Premises and such property will be stored in public warehouse or elsewhere at the cost of, and for the account of, the Tenant without Landlord being deemed guilty of conversion, trespass or becoming liable for any loss or damage which may be occasioned thereby.

In addition, if an Event of Default occurs, then whether or not Landlord terminates this Lease, Landlord may elect to re-enter or take possession pursuant to legal proceedings or pursuant to any notice provided for by law. Upon Landlord's election to re-enter or to take possession it may make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord in its commercially reasonable discretion may deem advisable and upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Basic Rent due hereunder from Tenant to Landlord, second, to the payment of Basic Rent due and unpaid hereunder, and any amount remaining shall be held by Landlord and applied in payment of future Basic Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the Basic Rent to be paid during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

Section 12.3 – Non-Waiver. The Landlord's failure to act on a breach of any of the covenants of this Lease by the Tenant shall in no way constitute a waiver of the rights or the Landlord, at any time in the future, to act upon such default; nor shall any such failure to act prevent



the Landlord from acting in the event of any other or further breach of the Tenant's covenants. No provision of this Lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

Section 12.4 – Provisions not Exclusive. Any and all rights and remedies herein created for the Landlord shall be cumulative and the use of one remedy shall be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

### **ARTICLE XIII**

#### **Termination and Surrender**

Section 13.1 -Condition or Premises. Upon expiration or other termination of this Lease, the Tenant shall:

- (a) Quit and surrender the Leased Premises in good condition, reasonable use and wear thereof excepted, unless this Lease has been otherwise terminated due to the destruction as set forth in Sec. 8.1 herein; and
- (b) Remove from the Leased Premises its goods and effects and those of all persons claiming under the Tenant, such goods and effects to include but not be limited to all movable partitions erected by it, appliances, tables, chairs, shelving and all other equipment, stock and materials which the Tenant may have installed in, or brought upon, the Leased Premises; provided, however, that the Tenant shall, at its own expense, repair all damage to the Leased Premises by reason of such removal.

All repairs, alterations, other improvements or installations made to or upon the Leased Premises, which are so attached to the realty that the same will be by law deemed to be a part of the realty, shall be the property of the Landlord and remain upon, and be surrendered with, the Leased Premises upon the termination of the term of this Lease. Notwithstanding the foregoing, all trade fixtures, lighting fixtures or other moveable fixtures, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant if removed by the Tenant or anyone claiming under the Tenant at any time or times during the term of this Lease, and the Tenant restores the Leased Premise to its original condition.

Section 13.2 – Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of this Lease or any renewal or extension thereof without the written consent of Landlord such holding over shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at sufferance only. In event that the Tenant occupies the Leased Premises for any portion of a month shall remain responsible for that full month's rent.

**ARTICLE XIV**

**Concluding Provisions**

Section 14.1 – Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a agreement in writing, fully executed by each of the parties hereto.

Section 14.2 – Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 14.3 – Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.4 – Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested addressed as follows:

**TO TENANT:**

Director  
Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

With copy to:

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

**TO LANDLORD:**

East Main Development, LLC  
1025 East Main Street

Bridgeport, CT 06608

With copy to:

Midhat H. Syed, Esq.  
60 Long Ridge Road, Suite 202  
Stamford, CT 06902

Notice shall be effective upon hand delivery or, if by certified mail, the date of receipt or rejection evidenced on the return receipt or, if no return receipt, three (3) business days from posting.

Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

Section 14.6 – Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall be considered one document.

Section 14.7 – Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions as long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

Section 14.8 – Connecticut Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

Section 14.9 – Waiver of Jury Trial. The Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other.

Section 14.10 – Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives. Successors and assigns.

Section 14.11 – Force Majeure. Except as otherwise specifically provided elsewhere in this Lease, in any case where Landlord is required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of the Landlord.

Section 14.12 – Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Signed as of the date as first written above.

**IN WITNESS WHEREOF**, the said parties hereunto set their hands and seal the \_\_\_\_ day of April 2019 to be effective as of October 1, 2018.

TENANT:

LANDLORD:

CITY OF BRIDGEPORT

EAST MAIN DEVELOPMENT LLC

\_\_\_\_\_  
By: Joseph P. Ganim                      Date  
Its: Mayor, duly authorized

\_\_\_\_\_  
By: Sheik Hossain                      Date  
Its: Member, duly authorized

**Item# \*49-18 Consent Calendar**

Grant Submission: re State of Connecticut Department of Transportation for Local Bridge Program and Urban Act Grant Program for the Congress Street Bridge. (#19202/8P663)



**Report  
of  
Committee  
on**

**CEA and Environment**

City Council Meeting Date: May 6, 2019

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #49-18 was approved by the City Council of the City of Bridgeport on (May 6, 2019), and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of <<May 29, 2019>>. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

RECEIVED  
CITY CLERKS OFFICE  
19 MAY 29 AM 10:21  
FIRST CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*49-18 Consent Calendar**

**Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Transportation –  
Local Bridge Program and Urban Act Grant Program  
for the Congress Street Bridge (19202/8P663)**

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

**WHEREAS**, this funding has been made possible through the **State of Connecticut Department of Transportation – Local Bridge Grant Program and State of Connecticut Urban Act Grant Program**; and

**WHEREAS**, funds under these grants will be used to support construction of a fixed bridge to replace the existing non-operational Congress Street Bridge; and

**WHEREAS**, a 50% cash match is required for Local Bridge Grant Program which has been adopted by the City Council as part of the 5-year Capital Budget on December 03, 2018; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits applications to the **State of Connecticut Department of Transportation** to support the replacement of the Congress Street Bridge.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of the **Local Bridge Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Transportation – Local Bridge Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on ECD and Environment  
Item No. \*49-18 Consent Calendar**

-2-

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

Mary A. McBride-Lee, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

\_\_\_\_\_  
Jeanette Herron

Rosalina Roman-Christy

\_\_\_\_\_  
Eneida L. Martinez

Nessah J. Smith

**City Council Date:** May 6, 2019

Item# \*59-18 Consent Calendar

Refund of Excess Payments - Corelogic Commercial Tax Services.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: May 6, 2019

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #59-18 was approved by the City Council of the City of Bridgeport on (May 6, 2019), and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of <<May 29, 2019> The Mayor has authority to take necessary action in furtherance of the approval resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY 29 AM 10:21  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

### **Item No. \*59-18 Consent Calendar**

**BE IT RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Corelogic Commercial Tax Services Attention: Tax Refunds P.O. Box 9222 Coppell, TX 75019 Reference: 2646 Fairfield Avenue 201701009030 0229-21-----	12-129	\$13,307.33

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

Nessah J. Smith, D-138<sup>th</sup>, *Co-chair*

*Absent*  
Marcus A. Brown, D-132nd

Michael A. Defilippo, D-133rd

Kyle Piche Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

**City Council Date: May 6, 2019**

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
This is to certify that SBM FAIRFIELD LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2017

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

SBM FAIRFIELD LLC

~~2015 16TH AVE STE 505~~

~~BROOKLYN NY 11218~~

*Corelogic Commercial Tax Service*

*Ann: Tax Returns*

*PO Box 9222*

*Coppell, TX 75019*

To *Re: 2646 Fairfield Ave., Bpt. CT 06605* Collector of CITY OF BRIDGEPORT State of Connecticut.

2017-01-0019030

0229--21-----

2646 FAIRFIELD AV



\*2017010019030\*

*Check  
Me to:*

I hereby apply for abatement or refund\* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.  
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2018	26,614.66	0.00	0.00	0.00	26,614.66	
Total Paid	01/31/2019	39,921.99	0.00	0.00	0.00	39,921.99	-13,307.33 ***
Adjusted Refund		-13,307.33	0.00	0.00	0.00	13,307.33	

**PLEASE READ, SIGN, AND DATE BELOW:**

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name

Signature of Taxpayer

Date

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_

It is recommended that refund\* of property taxes and interest in the amount of 13,307.33 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 15 DAY OF March 2019

**ACTION TAKEN BY GOVERNING BODY**

The First Selectman, as authorized by the Board of Selectman, or \_\_\_\_\_ approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. It was voted to refund Property Taxes and Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_.

First Selectman

Other Governing Body

Clerk

\*\*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT  
325 CONGRESS STREET  
BRIDGEPORT, CT 06604

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

ATTORNEY RONALD D PEIKES  
IOLTA ACCT 1  
111 OAK ST  
HARTFORD, CT 06106  
(860) 247-5640

WEBSTER BANK  
51-7010/2111

020278

10/23/2018

AY TO THE  
RDER OF Tax Collector of Bridgeport

\$ \*\*13,307.33

Thirteen Thousand Three Hundred Seven and 33/100\*\*\*\*\*

DOLLARS

2646 Fairfield  
Bridgeport  
taxes



AUTHORIZED SIGNATURE

MP

EMO

GottesmanBridge

⑈020278⑈ ⑆211170101⑆10 0010144790⑈

**Martinsky, John**

---

**From:** Jones, Veronica  
**Sent:** Thursday, March 14, 2019 9:45 AM  
**To:** Martinsky, John  
**Subject:** FW: Overpayment on taxes paid loan# 010195596  
**Attachments:** 2647 KeyBank Real Estate Capital (SOW) Payment File.XLS; Master Confirmation.pdf

**From:** Watkins, Elaine <elwatkins@corelogic.com>  
**Sent:** Thursday, March 14, 2019 9:38 AM  
**To:** Collector 311 <Collector311@Bridgeportct.gov>  
**Subject:** Overpayment on taxes paid loan# 010195596

Elaine Watkins  
~~Assoc. Operation Svcs~~  
CoreLogic

Direct (817) 699-8053  
elwatkins@corelogic.com

[corelogic.com](http://corelogic.com) | [Blog](#)  
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

**From:** Watkins, Elaine  
**Sent:** Friday, March 01, 2019 2:30 PM  
**To:** 'browns0@ci.bridgeport.ct.us' <browns0@ci.bridgeport.ct.us>  
**Subject:** RE: Overpayment on taxes paid loan# 010195596

Dear Treasurer/Collector

CoreLogic (formally First American) is a commercial real estate tax service agency that services many clients throughout the United States. We were made aware by KeyBank Real Estate Capital on behalf of their property owner; that taxes were paid twice on the below parcel. Please see proof of payment attached.

This is a formal request to have the overage payable and sent to:

Or send refund applications to fill out

CoreLogic Commercial Tax Service

P.O. Box 9222

Coppell, TX 75019

Parcel#	Address	Difference
0229--21-----RE	2646 FAIRFIELD AVEE	\$13,307.33

**TAXPAYER INFORMATION**

Bill #	2017-1-0019030 (REAL ESTATE)	Gross Assessment
Unique ID	0229-21	Exemptions
District		Net Assessment
Name	SBM FAIRFIELD LLC	Town Mill Rate
Care Of		
Address		
Property Location	2648 FAIRFIELD AV	Town Benefit
MBL	11 229 21	Elderly Benefit (C)
Volume & Page		

**BILL INFORMATION AS OF 02/25/2019**

Installment	Due Date	Town	District	Other	Total Due
#1	07/01/2018	\$13,307.33	\$0.00		Tax/Princ/Int Due
#2	01/01/2019	\$13,307.33			Interest Due
#3					Lien Due
#4					Fee Due
Adjustment		\$0.00	\$0.00	\$0.00	Total Due Now
<b>Total</b>		<b>\$26,614.66</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Total payments as of 02/25/2019		\$39,921.99			

PAY DATE	TYPE	TAX/PRINCIPAL	INTEREST	LIEN	FEE
01-31-2019	PAY	\$13,307.33	\$0.00	\$0.00	\$0.00
10-25-2018	PAY	\$13,307.33	\$0.00	\$0.00	\$0.00
07-31-2018	PAY	\$13,307.33	\$0.00	\$0.00	\$0.00

Elaine Watkins  
 Assoc. Operation Svcs  
 CoreLogic

Direct (817) 699-8053  
 elwatkins@corelogic.com

[corelogic.com](http://corelogic.com) | [Blog](#)  
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

\*\*\*\*\*

This message may contain confidential or proprietary information intended only for the use of the

**Item # 60-18**

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: May 6, 2019

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #60-18 was approved by the City Council of the City of Bridgeport on (May 6, 2019), and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of <<May 29, 2019>>. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

RECEIVED  
CITY CLERKS OFFICE  
19 MAY 29 AM 10:21  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. 60-18**

**BE IT RESOLVED**, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS**

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Michael A. Defilippo, D-133rd*

\_\_\_\_\_  
*Ernest E. Newton II, D-139th, Co-Chair*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>*

*City Council Date: May 6, 2019*

**Item # 61-18**

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Daniel Magri** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: May 6, 2019

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #61-18 was approved by the City Council of the City of Bridgeport on May 6, 2019, and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of <<May 29, 2019>>. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

ATTEST  
CITY CLERK  
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19 MAY 29 AM 10:21





# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. 61-18**

**BE IT RESOLVED**, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Daniel Magri** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS**

\_\_\_\_\_  
*Jeanette Herron, D-133rd, Co-Chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

\_\_\_\_\_  
*Michael A. Defilippo, D-133rd*

\_\_\_\_\_  
*Ernest B. Newton II, D-139th, Co-Chair*

\_\_\_\_\_  
*Alfredo Castillo, D-136th*

\_\_\_\_\_  
*Maria Zambrano Viggiano, D-136th*

\_\_\_\_\_  
*AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>*

*City Council Date: May 6, 2019*

Item # 64-18 (a-e)

General Fund Operating Budget for Fiscal Year 2019-2020  
(as amended).



**Report  
of  
Committee  
on  
Budget and Appropriations**

City Council Meeting Date: May 6, 2019,  
(Off The Floor)

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: May 20, 2019

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. 64-18 (a, b, c, d, e)**

**RESOLVED**, That the Mayor's Proposed General Fund Budget for Fiscal Year 2019-2020 be, and it hereby is approved as amended below and attached hereto.

a.) Revenue Increases .....	\$	4,458,744.00
b.) Revenue Decreases .....	\$	5,450,000.00
<b>Total Revenues.....</b>	<b>\$</b>	<b>-991,256.00</b>
c.) Appropriation Increases.....	\$	-1,703,666.00
d.) Appropriation Decreases.....	\$	2,694,922.00
<b>Total Appropriations.....</b>	<b>\$</b>	<b>991,256.00</b>
e.) General Fund Budget Fiscal Year 2019-2020 as amended and attached hereto.		



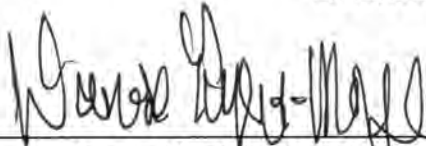
# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. 64-18 (a, b, c, d, e)

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS


  
\_\_\_\_\_  
*Denese Taylor-Moye, Co-Chair*

  
\_\_\_\_\_  
*Maria Zambrano Viggiano, Co-Chair*

\_\_\_\_\_  
*Jeanette Herron*

  
\_\_\_\_\_  
*Mary A. McBride-Lee*

  
\_\_\_\_\_  
*Michael A. Defilippo*

  
\_\_\_\_\_  
*Christina B. Smith*

  
\_\_\_\_\_  
*Nessah J. Smith*

*City Council Date: May 6, 2019 (Off the Floor)*

**GENERAL FUND INCREASES**

Pursuant to the City Charter, the City Council shall have the power to increase any line item in said budget or add new line items to said budget only by a two-thirds (2/3) affirmative vote of the entire members of the City Council.

"BAC" VOTE NUMBER (a)

**Budget & Appropriations Committee Vote of General Fund Revenue Increases:**

There are adjustments to the Mayor's Proposed Budget for general fund purposes as detailed by the Budget & Appropriations Committee changes.

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ATTEST

Department	Account #	Object / Description	FY2020 Mayor's Proposed Budget	FY2020 "BAC" Adopted Amount	Increases	Descriptions
Comptroller Department	01010000	41555-Capital Fund Interest Transfer	275,000	350,000	75,000	Due to Increased Capital Funds for investment
Tax Collector	01040000	41693-All Current Taxes	308,012,548	310,334,792	2,322,244	Reduce mill rate decrease from .8 to .38 =53.99 mills
Treasury Department	01045000	41246-Earnings On Investments	600,000	675,000	75,000	Increase Interest Income based on returns
Town Clerk	01090000	41225-Conveyance Tax	1,600,000	1,700,000	100,000	Increase Conveyance Tax revenue based on YTD
Police Dept	01250000	41642-Permits	46,000	53,000	7,000	Based on YTD Exp. Seasonal revenue
Police Dept	01250000	41645- Outside Overtime Surcharge	185,000	535,000	350,000	Due to \$7.00 Surcharge Increase
Weights & Measures	01285000	41252-Annual Commercial Scale	92,000	107,000	15,000	per BAC meeting
Public Facilities Admin.	01300000	41650- Parking Violations	0	1,450,000	1,450,000	Transferred from Police Administration(\$300K increase)
Public Facilities Admin.	01300000	41656-Street Excavating Permits	75,000	85,000	10,000	Based on prior years trend
Parks Administration	01355000	45341- WICC Annual Lease	10,500	25,000	14,500	Based on new lease agreement
Zoning Commission	01457000	41255-Zoning Compliance	175,000	185,000	10,000	Based on prior years trend
Housing Code Department	01556000	41607-Certificates of Occupancy	70,000	100,000	30,000	per dpt revised # before "BAC"
<b>Total Revenue Increases</b>			<b>311,141,048</b>	<b>315,599,792</b>	<b>4,458,744</b>	

**GENERAL FUND DECREASES**

Pursuant to the City Charter, the City Council Budget & Appropriations Committee reports its changes to the City Council as a whole in the form of budget amendment resolution. The City Council has the power to reduce or delete any line item in the budget recommended by the Mayor by a majority vote of the council members present and voting.

**REVENUE DECREASES (b)**

**Budget & Appropriations Committee Vote of General Fund Revenue Decreases**

Below are adjustments to the Mayor's Proposed Budget for general fund purposes as detailed by the City Council's Budget & Appropriations Committee:

Department	Account #	Object / Description	FY2020 Mayor's Proposed Budget	FY2020 BAC Adopted Amount	Decreases	Descriptions
<b>REVENUE DECREASES:</b>						
Comptroller Office	01010000	41562-Debt Service Reimbursement	5,000,000	4,700,000	-300,000	\$2m sold#, \$2.7m likely to materialize in FY20
Tax Assessor Department	01041000	44690-Distressed Municipalities	4,000,000	0	-4,000,000	Budget Assumption will not materialize in FY2020
Police Administration	01025000	41650-Parking Violations	1,150,000	0	-1,150,000	Revenue transferred to Public Facilities Admin
<b>Total Revenue Decreases</b>			<b>10,150,000</b>	<b>4,700,000</b>	<b>-5,450,000</b>	
<b>Net Revenue Incr. (Decr.)</b>					<b>-991,256</b>	

**GENERAL FUND INCREASES**

Pursuant to the City Charter, the City Council shall have the power to increase any line item in said budget or add line items to said budget only on a two-thirds (2/3) affirmative vote of the entire membership of the Council.

"BAC" VOTE (C)

**Budget & Appropriations Committee Vote of General Fund Appropriation Increases**

Below are the adjustments to the Mayor's Recommended Budget for general fund purposes as detailed by the City Council Budget & Appropriations Committee:

Department	Account #	Object / Description	FY2020 Mayor's Proposed Budget	FY2020 "BAC" Adopted Amount	Increases	Descriptions
Treasury Department	01045000	54555-Computer Supplies	10,000	12,000	-2,000	Paper/check supplies for Treasury department
Treasury Department	01045000	56175-Office Equip. Maint. Service	800	2,000	-1,200	Need bigger/Heavy Duty Check machine
ITS Department	01108000	53720-Telephone Services	870,000	1,110,000	-240,000	Increase due to Police,EOC&Fire NexGen MTD, Verizon lin
Public Facilities	01310000	5----- BOE Building Maintenance	0	150,000	-150,000	City BOE Capital budget Maintenance over \$25k
Zoning Commission	01457000	51000-Full Time Salary	514,308	523,317	-9,009	Promoted from Asst. Zoning Official to Zoning Official
Zoning Commission	01457000	52504-Merf Pension Contribution	64,756	66,082	-1,326	Merf Contribution @14.72%
Zoning Commission	01457000	52360-Medicare	7,088	7,219	-131	Medicare Contribution @ 1.45%
Board of Education	01896000	56180-Other Services	35,000	1,335,000	-1,300,000	Additional \$1.3m to BOE in FY2020
<b>Total Expenditure Increases</b>			<b>1,501,952</b>	<b>3,205,618</b>	<b>-1,703,666</b>	

**GENERAL FUND DECREASES**

Pursuant to the City Council Budget & Appropriations Committee reports its changes to the Council as a whole in the form of budget amendment resolution. The City Council has the power to reduce or delete any line item in the budget recommended by the Mayor a majority vote of the Council members present and voting.

"BAC" VOTE (d)

**Budget & Appropriations Committee Vote Of General Fund Appropriation Decreases**

Below are the adjustments to the Mayor's Recommended Budget for general fund purposes as detailed by the City Council Budget & Appropriations Committee:

Department	Account #	Object / Description	FY2020 Mayor's Proposed Budget	FY2020 BAC Adopted Amount	Decreases	Descriptions
Central Grants Office	01005000	51000-Salary	426,759	269,771	156,988	Defund OPM Analyst@89,968 & 1 Grant Writer position
Central Grants Office	01005000	52504-Merf Pension Contribution	53,371	30,262	23,109	Merf Contribution @14.72%
Central Grants Office	01005000	52360-Medicare	5,664	3,388	2,276	Medicare Contribution @ 1.45%
Central Grants Office	01005000	52917-Health Insurance	95,882	27,626	68,256	Health Insurance Family Plan
Purchasing Dept	01035000	51099-Contracted Salaries	20,000	10,000	10,000	Reduced per BAC Meeting
Tax Collector	01040000	56110-Financial Services	25,000	10,000	15,000	Reduced per BAC Meeting
Tax Collector	01040000	56130-Legal Services	50,000	25,000	25,000	was intended for arrears motor vehicles collections
Tax Assessor	01041000	51403-Assessment Appeals Stipends	38,125	28,125	10,000	Reduced per BAC Meeting
Registrar of Voters	01050000	53905-Tuition/Travel Reimb	6,600	2,100	4,500	Reduced per BAC Meeting
Registrar of Voters	01050000	56180-Other Services	88,261	63,261	25,000	Reduced per BAC Meeting
City Attorney	01060000	56130-Legal Services	750,000	650,000	100,000	Reduced per BAC Meeting
Grants Personnel/Benefits	01075000	56090-Actuarial Services	45,000	30,000	15,000	Actuarial Services for CT Partnership done
Chief Admin Officer	01106000	51000-Salary	870,108	805,108	65,000	Unfund Asst. Proj Manager@565k
Chief Admin Officer	01106000	52504-Merf Pension Contribution	100,445	90,877	9,568	Merf Contribution @14.72%
Chief Admin Officer	01106000	52360-Medicare	12,117	11,175	942	Medicare Contribution @ 1.45%
Chief Admin Officer	01106000	52917-Health Insurance	66,895	53,587	13,308	Health Insurance Family Plan
Chief Admin Officer	01106000	53605-Membership/Registration	115,841	105,841	10,000	Reduced per BAC Meeting
Chief Admin Officer	01106000	56180-Other Services	100,000	60,000	40,000	Reduced per BAC Meeting
Citi Stat Department	01113000	53705-Advertising Services	2,500	500	2,000	Reduced per BAC Meeting
Citi Stat Department	01113000	53750-Travel Expenses	2,000	1,000	1,000	Reduced per BAC Meeting
Citi Stat Department	01113000	54675-Office Supplies	1,500	500	1,000	Reduced per BAC Meeting
Citi Stat Department	01113000	59015-Printing Services	1,200	200	1,000	Reduced per BAC Meeting
ITS Department	01108000	51000-Salary	1,032,567	977,839	54,728	Unfund I Support Specialty 11 @\$54,728
ITS Department	01108000	52504-Merf Pension Contribution	109,278	101,222	8,056	Merf Contribution @14.72%
ITS Department	01108000	52360-Medicare	11,788	10,995	793	Medicare Contribution @ 1.45%



ITS Department	01108000	52917-Health Insurance	200,502	161,926	38,576	Health Insurance Family Plan
Minority Small Business	01112000	51000-Salary	269,060	256,562	12,498	Fund Project Manager at \$88,774 instead of \$101,272
Minority Small Business	01112000	52504-Merf Pension Contribution	39,606	37,766	1,840	Merf Contribution @14.72%
Minority Small Business	01112000	52360-Medicare	3,740	3,559	181	Medicare Contribution @ 1.45%
Police Department	12500000	51108-Regular 1.5x Overtime Pay	2,296,959	1,721,959	575,000	Reduce total Police Overtime from \$5.3m to \$4.725m
Police Department	12500000	51134 - Temp Shift 2 Shift Different	435,485	335,485	100,000	Reduced per BAC Meeting
Police Department	01026000	51108-Regular 1.5x Overtime Pay	3,550,000	3,450,000	100,000	Reduced per BAC Meeting
Fire Administration	01026000	53610-Training Services	185,000	150,000	35,000	reduce do not see dpt hiring 50 recruits next year
EOC Department	01290000	56225-Security Services	120,000	110,000	10,000	Reduced per BAC Meeting
EOC Department	01290000	56180-Other Services	140,000	15,000	125,000	Contracted employees resigned/end of contract
Public Facilities-Admin.	01300000	51000-Salary	1,902,218	1,769,680	132,538	Unfund 1 deputy Direct Public Facilities
Public Facilities-Admin.	01300000	52504-Merf Pension Contribution	277,344	257,834	19,510	Merf Contribution @14.72%
Public Facilities-Admin.	01300000	52360-Medicare	25,123	23,201	1,922	Medicare Contribution @ 1.45%
Public Facilities-Admin.	01300000	52917-Health Insurance	254,355	215,779	38,576	Health Insurance Family Plan
Pub Facilit Maintenance	01325000	51000-Salary	1,768,978	1,731,021	37,957	Unfund I Maintainer 111 per BAC
Parks Recreation Prog	01350000	51100-Temp. Seasonal Employees	450,000	400,000	50,000	Reduced per BAC Meeting
Pub. Facility/Transfer Station	01330000	56215-Refuse Services	1,344,362	1,044,362	300,000	Due to enforcement which reduced tonnage
Economic Development	01450000	51000-Salary	1,194,851	1,138,851	56,000	46% Dep. Director funded by grant
Economic Development	01450000	56110-Financial Services	50,000	25,000	25,000	reduce account by \$25k per "BAC" Committee
Economic Development	01450000	56160-Marketing Services	185,000	165,000	20,000	reduce account by \$20k per "BAC" Committee
Economic Development	01450000	59500-Supportive Contribution	100,000	75,000	25,000	reduce account by \$20k per "BAC" Committee
Zoning Commission	01457000	51099-Contracted Salaries	20,000	10,000	10,000	Reduced per BAC Meeting
Ethics Committee	01105000	56180-Other Services	2,875	1,475	1,400	reduce account by \$20k per "BAC" Committee
Other Financing Uses	01610000	50700-Attrition	-1,500,000	-1,816,400	316,400	
<b>Total Expenditure Decreases</b>			<b>17,346,359</b>	<b>14,651,437</b>	<b>2,694,922</b>	
<b>Net Expenditure Incr.(Decr.)</b>					<b>991,256</b>	
<b>Overall Surplus/(Deficit)</b>					<b>0</b>	