

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 7, 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: September 3, 2019

ITEMS FOR IMMEDIATE CONSIDERATION:

- 156-18** Communication from Central Grants re: Grant Submission: Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education – 21st Century Community Learning Centers (Lighthouse After-School Program), **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 150-18** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 151-18** Communication from Emergency Management & Homeland Security re: Proposed Agreement concerning Operational Budget to Hire Independent Security Contractors for Municipal Security Services, referred to Contracts Committee.
- 152-18** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Juana Rosa, **ACCEPTED AND MADE PART OF THE RECORD.**
- 153-18** Communication from City Attorney re: Proposed Settlement of Pending Litigation with American Empire Surplus Lines, referred to Miscellaneous Matters Committee.
- 154-18** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004), referred to Public Safety and Transportation Committee.
- 155-18** Communication from Central Grants re: Grant Submission: Connecticut Department of Public Health – Overdose Data to Action (OD2A) in Connecticut Communities, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 157-18** Communication from Mayor re: Appointment of Nichola Hall (D) to the Food Policy Council, referred to Miscellaneous Matters Committee.

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

- 158-18** Resolution presented by Council Member(s) Vizzo-Paniccia, Roman-Christy, Herron, Lyons, Brown & McBride-Lee re: Proposed resolution regarding Amendments to Bridgeport Zoning Regulations concerning Occupancy of Dwellings by Unrelated Persons, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *137-18** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#20312).
- *138-18** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#20399).
- *139-18** Public Safety and Transportation Committee Report re: Grant Submission: Firehouse Subs Public Safety Foundation – FY 2019 Grant Program (#20274).

MATTERS TO BE ACTED UPON:

- 132-18** Public Safety and Transportation Committee Report re: Honorary Street Naming of Ferry Access Road at Main Street with appropriate signage to be designated as “Lou Rinaldo Way”.
- 147-18** Joint Committee on Contracts and Public Safety and Transportation Report re: Petition from New Cingular Wireless PCS, LLC (“AT&T”) Connecticut for Access Authorization to City-Owned Light Poles and Traffic Signals pursuant to a Non-Exclusive Agreement that will improve and Enhance 5G Wireless Networks.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 7, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Helen O. Losak 304 Bradley Street Bridgeport, CT 06610	Stipend Investigations.
Clyde Nicholson 396 Madison Avenue Bridgeport, CT 06604	Guns.
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Taxes.
Stephen Nelson 24A Stoneridge Road Bridgeport, CT 06606	Summer Youth Group saying "Thank You" to Mayor Ganim and City Council Members.
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	BOE.
Cynthia Ravschert Public Library East Side Branch 1174 E. Main Street Bridgeport, CT 06608	Introducing proposed circus troupe program on the East Side to Councilmembers.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, OCTOBER 7, 2019
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Aidee Nieves called the Public Speaking Session to order at 6:37 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERKS OFFICE
19 OCT 16 PM 12:02
CITY CLERK

A quorum was present. Council President Nieves announced that Council Member Vizzo-Paniccia and Council Member Castillo had excused absences.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 7, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Helen O. Losak
304 Bradley Street
Bridgeport, CT 06610

Stipend Investigations.

Ms. Losak came forward and greeted the Council Members. She said that the City Ordinances indicate the Council stipends are to be used for the benefit of the community.

On August 11, 2019, the Connecticut Post printed a listing of the stipend purchases from Council Member Jackson's account, which were for personal uses, including tires, fuel and other items.

Ms. Losak said that she had been on the Neighborhood Watch for over 20 years and notice items like this. The administration should have been aware that several times Council Member Jackson used her stipend for meals at a restaurant. She indicated that there should be charges against Council Member Jackson for larceny.

Clyde Nicholson
396 Madison Avenue
Bridgeport, CT 06604

Guns.

Mr. Nicholson came forward and spoke about a recent shooting of a resident who was sitting on her front porch.

Mr. Nicholson then said that if the residents needed a ride to the polls, they should have a number to call. This would eliminate the need to hand out absentee votes. This should be a service that City of Bridgeport offers. Those who are handicapped or disabled manage to get a ride to church on Sunday or to the casinos. He said that the City can't get the sidewalks fixed, the streets fixed or for the schools to have the money that they need. He offered to donate \$20.00 and suggested others do the same to raise the money so they could provide everyone with a ride to the polls by dialing 9-4-4.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes.

Mr. Young said that he would like to thank Council Member Newton for looking into the person who was parking in front of his house for the last nine years and watching him. Now there is someone walking around the block. This is violating Mr. Young's rights.

Mr. Young said that he had contacted the State Labor Board about corruption. He said that he had asked the Council Members to check into his termination and determine whether it was justified. As a 69-year-old African American, he was tired of being treated as a second-class citizen. He said that he was an American citizen and had contacted the Assistant Attorney General about this and his rights were violated. He demanded to know why. As an American citizen and a home owner, he wanted to know if his termination was justified. He asked Council Member Newton to continue to look into the situation.

Stephen Nelson
24A Stoneridge Road
Bridgeport, CT 06606

Summer Youth Group saying "Thank You"
to Mayor Ganim and
City Council Members.

Mr. Nelson came forward accompanied by eight City youth to thank the Council for the Summer Youth Group program opportunity.

One of the young men came forward and read a statement printed in Braille about how volunteering for a Community project help the youth by planting the flowers and cleaning the parks. He then concluded his remarks by quoting Proverbs 22:6 – "Train up a child in the way he should go: and when he is old, he will not depart from it."

Mr. Nelson said that it was critical for the City Council to understand how important it was to have these types of programs. The last shooting in Trumbull Gardens was terrible and this is a way to stop the violence.

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

BOE.

Ms. Spell said that she was on the petition for election in 2019. She said that she had previously asked for more funding and then said that if they couldn't give funds to the BOE, then provide resources. She said that she was asking the Council to please put the resources in the schools for the students so they will have a fighting chance. It is time to give back to the community and address issues like mental health and education. It is important to let people know they are here for the residents. She said that she was tired of hearing "Only in Bridgeport" or "I'm sorry, it was Bridgeport". She's worked in Hartford and New Britain and not encountered that kind of attitude. Give the resources to the schools in the districts that need it. Regardless of race, they all have the same goal of educating the children.

Cynthia Ravschert
Public Library
East Side Branch
1174 E. Main Street
Bridgeport, CT 06608

Introducing proposed circus troupe
program on the East Side to
Council members.

Ms. Ravschert came forward and said that she had been a service educator for about 12 years. She recently moved back to the East Coast from California. She is now working with the East Side Branch and will be starting up a PILOT circus group program at the East Side. She displayed a photo of some teenage boys doing a human pyramid and of some girls walking around on stilts at the International High School. Ms. Ravschert said that these groups help the teens with their emotional and social growth. In New Jersey, they have a troupe from the Juvenile Justice system that started in 2014. She said that she would be happy to provide the Council Members with more information about the program.

Council Member Valle said that history repeats itself because the Council President had been the leader of Clowning Around troupe. Council Member Roman-Christy was also involved in similar programs.

ADJOURNMENT

Council President Nieves adjourned the public speaking portion of the Council meeting at 7:10 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
October 7, 2019

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 7, 2019**

7:00 PM

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

Mayor Ganim called the meeting of the City Council to order at 7:10 p.m.

PRAYER

Mayor Ganim requested Council Member McBride-Lee to lead those present in prayer. Council Member Newton asked that former City Associate Attorney Greg Conte be remembered as he had recently passed away. Council Member McBride-Lee also requested that her ex-husband and her son be remembered during the prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested that Council President Nieves lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

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

Mayor Ganim left the meeting at 7:13 p.m. Council President Nieves assumed the chair.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 3, 2019

**** COUNCIL MEMBER BROWN MOVED THE MINUTES OF SEPTEMBER 3, 2019.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 3, 2019 PASSED WITH FIFTEEN (15) IN FAVOR (SPAIN, TAYLOR-MOYE, BANTA, BROWN, HERRON, DEFILIPPO, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, ZAMBRANO-VIGGIANO, VALLE, NIEVES, N. SMITH, NEWTON AND MARTINEZ) AND THREE ABSTAINING (C. SMITH, LANGAN AND JACKSON).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

150-18 Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

151-18 Communication from Emergency Management & Homeland Security re: Proposed Agreement concerning Operational Budget to Hire Independent Security Contractors for Municipal Security Services, referred to Contracts Committee.

152-18 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Juana Rosa, ACCEPTED AND MADE PART OF THE RECORD.

153-18 Communication from City Attorney re: Proposed Settlement of Pending Litigation with American Empire Surplus Lines, referred to Miscellaneous Matters Committee.

154-18 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004), referred to Public Safety and Transportation Committee.

155-18 Communication from Central Grants re: Grant Submission: Connecticut Department of Public Health – Overdose Data to Action (OD2A) in Connecticut Communities, referred to Economic and Community Development and Environment Committee.

157-18 Communication from Mayor re: Appointment of Nichola Hall (D) to the Food Policy Council, referred to Miscellaneous Matters Committee.

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

158-18 Resolution presented by Council Member(s) Vizzo-Paniccia, Roman-Christy, Herron, Lyons, Brown & McBride-Lee re: Proposed resolution regarding Amendments to Bridgeport Zoning Regulations concerning Occupancy of Dwellings by Unrelated Persons, referred to Ordinance Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO COMBINE THE FOLLOWING ITEMS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

150-18 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

151-18 COMMUNICATION FROM EMERGENCY MANAGEMENT & HOMELAND SECURITY RE: PROPOSED AGREEMENT CONCERNING OPERATIONAL BUDGET TO HIRE INDEPENDENT SECURITY CONTRACTORS FOR MUNICIPAL SECURITY SERVICES, REFERRED TO CONTRACTS COMMITTEE.

152-18 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH JUANA ROSA, ACCEPTED AND MADE PART OF THE RECORD.

153-18 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH AMERICAN EMPIRE SURPLUS LINES, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

154-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP) (#0T002, #0T003, #0T004), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

155-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – OVERDOSE DATA TO ACTION (OD2A) IN CONNECTICUT COMMUNITIES, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

157-18 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF NICHOLA HALL (D) TO THE FOOD POLICY COUNCIL, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

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

158-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) VIZZO-PANICCIA, ROMAN-CHRISTY, HERRON, LYONS, BROWN & MCBRIDE-LEE RE: PROPOSED RESOLUTION REGARDING AMENDMENTS TO BRIDGEPORT ZONING REGULATIONS CONCERNING OCCUPANCY OF

DWELLINGS BY UNRELATED PERSONS, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Council Member Lyons said that Agenda Item 158-18 would be going before the Planning and Zoning Commission and that the Council Members should support this resolution.

**** THE MOTION TO APPROVE THE ITEMS REFERRED TO COMMITTEES AND THE RESOLUTIONS REFERRED TO THE BOARDS AND COMMISSION, ETC. PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

156-18 Communication from Central Grants re: Grant Submission: Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education – 21st Century Community Learning Centers (Lighthouse After- School Program), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BROWN MOVED TO SUSPEND THE RULES TO ADD A TIME SENSITIVE ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER LANGAN MOVED TO WAIVE REFERRAL TO COMMITTEE AND TAKE IMMEDIATE ACTION ON AGENDA ITEM 156-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE DEPARTMENT OF EDUCATION BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND EDUCATION – 21ST CENTURY COMMUNITY LEARNING CENTERS (LIGHTHOUSE AFTER- SCHOOL PROGRAM).**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Ms. Papa came forward to speak about the grant and explained that it would provide educational programming at Central as a PILOT Program on Friday night. There is only 4 weeks window to submit the application.

Council Member Jackson asked about the particular department that was issuing the funding. Ms. Papa reviewed the details and listed a number of stakeholders. She said that she would have to find some additional funding for the program.

Council Member Herron said that she wanted to commend everyone involved in the program because they need programs for the older youth. She said that she was in full support of this.

Council Member Taylor-Moye thanked Ms. Papa and mentioned that she had discussed this type of program for the older youth with Ms. Papa five years ago. She said that Ms. Papa had stayed on top of the internships and other services.

Council Member Taylor-Moye asked how Ms. Papa was reaching out to various businesses to arrange internships. Ms. Papa said that they had realized that the summer internship program needed to extend into the regular school year. They reach out to the business community, but it will take a larger effort to secure more internships. She gave the details of the potential types of internships.

Council Member Taylor-Moye said that she was glad to see that this was happening now. She then asked about the hours that the program would be available. Ms. Papa said it would be on Tuesdays and Thursday's from 2:30 to 5:30 and some hours on Friday.

Council Member Taylor-Moye noted for her fellow Council Members that this was now a reality.

Council Member Brown asked about the fact that \$200,000 would not be enough and that the Superintendent of Schools had agreed to help support this program. Ms. Papa said that the Superintendent was in support to the program and had agreed to cover the Security costs, but she could not speak to the cost.

Council Member Lyons said that she had heard about the program and was in favor of the program. She said that it would be nice to have some programs for the older youth.

Council Member Jackson asked about the registration of the program. Ms. Papa said that Lt. Grech had recommended that only Central High students be allowed to register for the beginning.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 156-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE DEPARTMENT OF EDUCATION BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND EDUCATION – 21ST CENTURY COMMUNITY LEARNING CENTERS (LIGHTHOUSE AFTER- SCHOOL PROGRAM).**

**** COUNCIL MEMBER LANGAN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***137-18 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#20312).**

***138-18 Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#20399).**

***139-18 Public Safety and Transportation Committee Report re: Grant Submission: Firehouse Subs Public Safety Foundation – FY 2019 Grant Program (#20274).**

Council President Nieves asked if there was any Council Member who would like to remove an item from the Consent Calendar. There were no requests from the Council Members to remove any item at that time.

**** COUNCIL MEMBER BROWN MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

***137-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE FY 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (#20312).**

***138-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT COURT SUPPORT SERVICES DIVISION – YOUTH VIOLENCE PREVENTION INITIATIVE (#20399).**

***139-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION – FY 2019 GRANT PROGRAM (#20274).**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President Nieves announced that the reason the Council Members were wearing pink t-shirts was because October is Breast Cancer Awareness Month and there are two Breast Cancer survivors who were Council Members. The University of Bridgeport soccer team will be honoring them on October 8th.

Council Member Lyons said that she was pleased to have been a breast cancer survivor for the last nine years. Council Member Taylor-Moye said that she had also been fighting breast cancer the same time that Council Member Lyons had. The chemo and the radiation took a toll on her. She said that she had remained positive throughout the entire treatment and to encourage other cancer patients during her recovery.

MATTERS TO BE ACTED UPON:

132-18 Public Safety and Transportation Committee Report re: Honorary Street Naming of Ferry Access Road at Main Street with appropriate signage to be designated as “Lou Rinaldo Way”.

**** COUNCIL MEMBER BANTA MOVED TO APPROVE AGENDA ITEM 132-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE:**

HONORARY STREET NAMING OF FERRY ACCESS ROAD AT MAIN STREET WITH APPROPRIATE SIGNAGE TO BE DESIGNATED AS "LOU RINALDO WAY".

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

**** THE MOTION TO APPROVE PASSED WITH FIFTEEN (15) IN FAVOR (C. SMITH, SPAIN, TAYLOR-MOYE, BANTA, HERRON, DEFILIPPO, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, ZAMBRANO-VIGGIANO, NIEVES, N. SMITH, JACKSON, NEWTON AND MARTINEZ) AND THREE OPPOSED (BROWN, LANGAN AND VALLE).**

Council Member Martinez left the meeting.

147-18 Joint Committee on Contracts and Public Safety and Transportation Report re: Petition from New Cingular Wireless PCS, LLC ("AT&T") Connecticut for Access Authorization to City-Owned Light Poles and Traffic Signals pursuant to a Non-Exclusive Agreement that will improve and Enhance 5G Wireless Networks.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE ITEM.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

Council Member Lyons said she would not be in favor of voting for this and as a breast cancer survivor, she lives in a district with the largest cell tower. This is her personal opinion.

Council Member Jackson said that she would be voting against this because they were unsure about the effects of the electrical transmissions. She said that there were many towns and cities that were doing five-year studies on 5G. The units will be on every light pole and residents will be saturated. The insurance underwriters will be not be supporting the 5G network.

Council Member Newton said he wanted to set the record straight. This is not cell towers, but small units that will be placed on utilities. The Committee felt safe enough approving this because AT&T was simply asking for permission to install the units on city-owned poles if necessary. The AT&T representatives said that the level of transmission was so low, the Federal government is not worried. He said that if he had thought it would be a problem, he would not vote for it.

Council Member Roman-Christy asked what the definition of Non-Exclusive Agreement was. Atty. Anastasi said that AT&T would not have an exclusive right to any City-owned poles where the units were located.

Council Member Roman-Christy asked if there would be a fee paid to the City for the installation on the poles. Atty. Anastasi said that this would only be for City-owned poles, not the ones that were owned by UI.

**** COUNCIL MEMBER JACKSON MAKE A MOTION TO TABLE AGENDA ITEM 147-18 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: PETITION FROM NEW CINGULAR WIRELESS PCS, LLC ("AT&T") CONNECTICUT FOR ACCESS AUTHORIZATION TO CITY-OWNED LIGHT POLES AND TRAFFIC SIGNALS PURSUANT TO A NON-**

EXCLUSIVE AGREEMENT THAT WILL IMPROVE AND ENHANCE 5G WIRELESS NETWORK AND REFER IT BACK TO COMMITTEE.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO TABLE AGENDA ITEM 147-18 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: PETITION FROM NEW CINGULAR WIRELESS PCS, LLC ("AT&T") CONNECTICUT FOR ACCESS AUTHORIZATION TO CITY-OWNED LIGHT POLES AND TRAFFIC SIGNALS PURSUANT TO A NON-EXCLUSIVE AGREEMENT THAT WILL IMPROVE AND ENHANCE 5G WIRELESS NETWORK AND REFER IT BACK TO COMMITTEE FAILED TO PASS WITH SIX (6) IN FAVOR (C. SMITH, SPAIN, LANGAN, LYONS, VALLE AND JACKSON) AND ELEVEN (11) OPPOSED (TAYLOR-MOYE, BANTA, BROWN, HERRON, DEFILIPPO, ROMAN-CHRISTY, MCBRIDE-LEE, ZAMBRANO-VIGGIANO, NIEVES, N. SMITH, AND NEWTON).**

Council Member DeFilippo said that the City does not own any light poles.

Council Member Newton said that the company has contracts with other companies such as UI, the gas company or any other companies that have poles. This is just to give the company the ability to come to the Council for the opportunity to install a unit on a city-owned pole. It is just a little box that they may have to install on a city owned pole.

Council Member Taylor-Moye said that she was thinking about the cancer concerns, but pointed out that residents eat, drink and use things that are potentially cancer causing. She said that she looks at Bridgeport and does not want to stop progress. The Council has to make the best decision they can.

Council Member Herron said she respects everyone's opinion but the City has to move forward. The City wants to provide WiFi to all the students in their homes. Libraries cannot handle the volume of 22,000 students. The Council has to monitor everything. She said that the company did not have to come to the City and she would prefer they come to the Council for permission. She said that she was for this.

Council Member Jackson said that this was her last issue and she spoke about the fact that only one side had been presented. She said that she wanted to have the City move forward. At the HELO conference there was a speaker who talked about how they made a deal with the communications companies to install fiber optic instead of low frequency units.

Council Member Lyons said that she was not implying that they would be installing towers all over the City. She said that she was the Chair of Public Safety and did not have a vote. When there is a company that can do whatever they want to do, it is concerning for her. She asked why they wanted to put in fiber optics in Steel Point, but won't do it for the entire City.

Council Member Lyons said that she had the right to speak up for the health of the children and to voice her concerns. She asked why Trumbull doesn't have 5G service yet. The Council has the right to discuss this.

Council Member Viggiano-Zambrano left the meeting.

Council Member Roman-Christy said that her concern was that the company could come into the City and install the units on the poles owned by other utilities. She said that she would like to see how much money the companies would be giving to Bridgeport in writing.

Council President Nieves said that they would be paying \$270 per unit per pole. The City could reject the application based on weight and size. There are already two units on Stratford Avenue. Council President Nieves said that her biggest issue is that the Council Members have the information since September, but people did not read the information in the packets. She attended the joint meeting to make quorum because not enough of the Committee members were present to have a quorum.

**** THE MOTION TO APPROVE AGENDA ITEM 147-18 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: PETITION FROM NEW CINGULAR WIRELESS PCS, LLC ("AT&T") CONNECTICUT FOR ACCESS AUTHORIZATION TO CITY-OWNED LIGHT POLES AND TRAFFIC SIGNALS PURSUANT TO A NON-EXCLUSIVE AGREEMENT THAT WILL IMPROVE AND ENHANCE 5G WIRELESS NETWORK AND REFER IT BACK TO COMMITTEE PASSED WITH ELEVEN (11) IN FAVOR(SPAIN, TAYLOR-MOYE, BANTA, LANGAN, HERRON, DEFILIPPO, ROMAN CHRISTY, MCBRIDE-LEE, NIEVES, N. SMITH, AND VALLE) AND FIVE (5) OPPOSED (C. SMITH, , BROWN, LYONS, JACKSON AND NEWTON).**

**** COUNCIL MEMBER VALLE MOVED TO SUSPEND THE RULES TO ADD ITEM 09-17 REPORT RE: AMENDMENTS TO THE CITY COUNCIL RULES OF ORDER (LAID OVER UNDER THE RULES).**

**** COUNCIL MEMBER JACKSON SECONDED.**

Atty. Anastasi said that there would be an updated version of the Council Rules sent to the Council Members and that they would be voting on the Rules at the next Council Meeting.

**** THE MOTION TO SUSPEND THE RULES TO ADD ITEM 09-17 REPORT RE: AMENDMENTS TO THE CITY COUNCIL RULES OF ORDER (LAID OVER UNDER THE RULES) PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:20 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
October 7, 2019



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: **156-18**
Submitting Department / Contact Name: **Central Grants Office**
Isolina DeJesus, Director
Subject: **Grant Submission: re Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education - 21st Century Community Learning Centers (Lighthouse After School Program)**
Referred to Committee: **Immediate Consideration**
City Council Date: **October 7, 2019**

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

October 7, 2019

Date

Approved by:

Joseph P. Ganim, Mayor

Date

RECEIVED
CITY CLERKS OFFICE
19 OCT 22 AM 9:39
ATTEST
CITY CLERK

Please Note: Mayor Did Not Sign Report



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. #156-18 Ref'd For IMMEDIATE CONSIDERATION
On 10/7/2019**

October 2, 2019

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

Re: Resolution –Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education - 21st Century Community Learning Centers Grant (Lighthouse After-School Program)

Attached, please find a Grant Summary and Resolution for the Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education - 21st Century Community Learning Centers Grant Program. Submittal of this grant application requires legislative authorization. We respectfully request that this grant be added as an item to the City Council's meeting agenda on Monday, October 7, 2019 for IMMEDIATE CONSIDERATION in order to submit an application by the October 21, 2019 deadline.

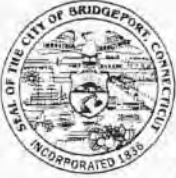
Grant: Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education – 21st Century Community Learning Centers Grant

If you have any questions or require additional information, please contact me at 203-576-7134 or isolina.dejesus@bridgeportct.gov.

Thank you.

Isolina DeJesus
Central Grants Office

19 OCT -2 PM 1:30 PM
OFFICE OF THE CITY CLERK
CITY OF BRIDGEPORT



GRANT SUMMARY

PROJECT TITLE: Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education – 21st Century Community Learning Centers Grant

NEW X RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Lighthouse Program is seeking funding from the Connecticut State Department of Education to offer some exciting Friday night activities at the three high schools through various partnerships with community agencies.

CONTRACT PERIOD: 07/01/20 – 06/30/25

Federal:	\$
State:	\$ 200,000
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Contractual	\$ 190,000
Other: CREC Mandatory Training	\$ 10,000

MATCH REQUIRED		
N/A	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut State Department of Education
Bureau of Health/Nutrition, Family Services and Education
21st Century Community Learning Centers Grant**

WHEREAS, the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **21st Century Community Learning Centers Grant Program**; and

WHEREAS, the purpose of the grant program is to provide high-quality programs outside school hours that offer educational enrichment and recreational activities; and

WHEREAS, the City will submit an application to fund age appropriate educational, recreational, cultural and college/career preparedness activities at the three high schools through various partnerships with community agencies; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services Youth Services Division submits an application to the **Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Education 21st Century Community Learning Centers Grant Program** to provide high-quality programs to students at the three high schools which requires immediate consideration if City Council is desirous of submitting the application.

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 **Connecticut State Department of Education** for the purpose of its **21st Century Community Learning Centers Grant**
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 Department of Education** 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

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM. 150-18 Accepted and Made Part of the Record (10-7-2019)

October 1, 2019

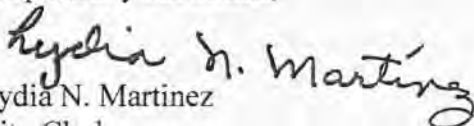
Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 4, 2019 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,


Lydia N. Martinez
City Clerk

RECEIVED
CITY CLERK'S OFFICE
19 OCT -2 AM 11:22
JHE
TAMM

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2019**

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report(s).		
		Budget Update from City Department: (None Requested)		
197-17	Res.	Proposed Resolution requesting the Purchasing Director to deliver to the City Council Reports required under the Purchasing Ordinance.	Councilmember(s): A. Nieves, D. Taylor-Moye & M. Zambrano Viggiano	Submitted on: <u>11/05/2018 (Off The Floor)</u> , Tabled by Committee on: 11/26/2018, 01/14/2019, 02/11/2019, 03/21/2019, 04/08/2019, 06/10/2019, 08/12/2019
133-18	Res.	Proposed Resolution for the City Council to apply to the State Office of Policy and Management (OPM) Secretary to be designated as a Tier III Municipality in the State's Municipal Accountability Review Board (MARB) Program.	Councilmember Pete Spain, D-130th	Submitted on: <u>09/03/2019</u>

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2019
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
02-18	Comm.	Proposed Agreement with ENCON regarding Solar Roof Panels on the Cart Barn located at Fairchild Wheeler Golf Course.	John Ricci, Director of Public Facilities	Submitted on: <u>12/03/2018</u> . Ref'd to City Attorney on: <u>12/04/2018</u> , Tabled by Committee on: <u>12/11/2018</u> , <u>01/08/2019</u> , <u>02/21 /2019</u> , <u>03/27/2019</u> , <u>04/17/2019</u> , <u>06/10/2019</u>
148-18	Comm.	Proposed Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for the Perry Memorial Arch Monument Study and Assessment located at Seaside Park.	John Ricci, Director, and Stephen Hladun, Special Projects Coordinator, Public Facilities	Submitted on: <u>09/16/2019</u> . Ref'd to City Attorney on: <u>09/18/2019</u>
149-18	Comm.	Proposed Bridgeport Micro-Grid, LLC ("BMG") Clarification and Estoppel Agreement concerning the City Hall Micro-Grid Project.	Mark T. Anastasi, Esq. City Attorney's Office	Submitted on: <u>09/16/2019</u> . Ref'd to City Attorney on: <u>09/18/2019</u>

**ECONOMIC & COMMUNITY DEVELOPMENT
& ENVIRONMENT COMMITTEE
PENDING ITEMS page 1 of 2
As of
October 7, 2019**

Number	Type	Summary	Submitted by:	Date
16-18	Res.	Proposed resolution regarding a one-year moratorium to block all permits/applications for wireless communications facilities and devices.	Councilmember Karen Jackson, D-138th	Ref'd to Council on 1/7/2019 Tabled 1/15/19 Tabled by Committee on March 19, 2019; May 21, 2019 Denied by Committee 6/18/19 Tabled & Ref'd Back to Committee on 7/1/2019 Tabled 8/20/19
28-18	Res.	Proposed resolution requesting a ban on Synthetic Pesticides and Pesticides with Inert Ingredients on City-Owned Properties	Councilmembers Karen Jackson Co-sponsor Kyle Jackson	Ref'd to Council on February 19, 2019; Tabled by Committee on March 19, 2019; May 21, 2019 Tabled by Committee 6/18/19; 8/20/19
112-18	Res.	Proposed resolution supporting participation in the Sustainable CT Municipal Certification Program.	Councilmembers Karen Jackson & Christina Smith	Referred to Committee on 8/5/2019 Tabled 8/20/19
121-18	Comm.	Proposed Resolution authorizing the Disposition of certain city-owned properties (4) by sale or by sale to Community Based Housing Development Corporations and Ordering a Public Hearing relative to the same.	Max Perez, Director Business Development, OPED	Referred to Committee on 8/5/2019 PH Ordered 8/5/19; Tabled by Committee on 8/20/19 PH Held on 9/3/2019
140-18	Comm.	Proposed Resolution adopting 2019 Natural Hazard Mitigation Plan Update.	Lynn M. Haig, Director, Planning Department	Referred to Committee on 9/16/2019

**ECONOMIC & COMMUNITY DEVELOPMENT
& ENVIRONMENT COMMITTEE
PENDING ITEMS page 2 of 2
As of
October 7, 2019**

Number	Type	Summary	Submitted by:	Date
141-18	Comm.	Grant Submission: re State of Connecticut Department of Energy and Environmental Protection (DEEP) Grants-In-Aid Program for Capping of Seaside Landfill. (#9C206)	Isolina DeJesus, Director, Central Grants Office	Referred to Committee on 9/16/2019
142-18	Comm.	Grant Submission: re State of Connecticut Department of Energy and Environmental Protection (DEEP) Grants-In-Aid Program for Demolition of Pleasure Beach Bridge. (#9C133)	Isolina DeJesus, Director, Central Grants Office	Referred to Committee on 9/16/2019
143-18	Comm.	Grant Submission: re State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant. (#20540)	Isolina DeJesus, Director, Central Grants Office	Referred to Committee on 9/16/2019
144-18	Comm.	Grant Submission: re State of Connecticut Department of Children and Families – Youth Services Bureau Grant. (#20532)	Isolina DeJesus, Director, Central Grants Office	Referred to Committee on 9/16/2019

**MISCELLANEOUS MATTERS COMMITTEE
PENDING ITEMS
As of
October 7, 2019**

Number	Type	Summary	Submitted by:	Date
58-18	Comm.	Proposed Settlement of Pending Litigation with Maria Grace Goncalves	R. Christopher Meyer, City Attorney	Referred to Committee on 4/1/19 Tabled 4/22/19 per City Attorney's Office leave pending until further notice (do not place on the agenda).
81-18	Comm.	Appointment of Jenny Rosario-Mora (D) to the Board of Assessment Appeals.	Joseph P. Ganim, Mayor	Referred to Committee on 5/20/2019 Tabled by Committee on 6/24/19; 7/22/19
82-18	Comm.	Appointment of Kyle J. LaBuff (D) to the Zoning Board of Appeals	Joseph P. Ganim, Mayor	Referred to Committee on 5/20/2019 Tabled by Committee on 6/24/19; 7/22/19
111-18	Comm.	Refund of Excess Payments – TISH Properties LLC	Veronica Jones, Tax Collector	Referred to Committee on 8/5/2019
119-18	Res.	Proposed resolution regarding appointments to the Bridgeport Fair Rent Commission.	Councilmember(s) Maria I. Valle, Ernes Newton Co-sponsor Aidee Nieves	Referred to Committee on 8/5/2019

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2019 PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
35-18	Res.	Proposed resolution requesting that the City Attorney's Office draft an amendment to City Ordinance Chapter 3.70 – Event Admissions Surcharge.	Councilmember: Karen Jackson, D-138 th	02/19/2019 , Ref'd to City Atty's Office on: 02/20/2019 , Tabled on: 02/26, 03/26, 05/29, 08/30/2019
43-18	Res.	Proposed Amendments to the Municipal Code of Ordinances, Title 5 – Business Licenses and Regulations, amend to add new Chapter 5.88 – Minimum Wage Enhancement Policy.	Councilmember(s): Kyle Langan, D-132, J. Herron, K. Jackson & C. Smith	03/04/2019 , Ref'd to City Atty's Office on: 03/05/2019 Tabled on: 03/26, 05/29, 08/30/2019
98-18	Res.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 15.12 – Housing Code, amend Section 15.12.010 – Definitions.	Councilmember(s): Marcus Brown, D-132, M. Lyons, J. Herron and Co-Sponsor: E. Newton	06/17/2019 (Off The Floor) , Ref'd to City Atty's Office on: 06/18/2019
106-18	Res.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.20 Food and Food Establishments, amend Article V. – Compliance Procedures to add new section 8.20.590 – Food Establishment Rating System and Article VI. – Itinerant Food Vendors, 8.20.600 – Food Vending License.	Councilmember(s): Marcus Brown, D-132, & M. Lyons, 134	07/01/2019 , Ref'd to City Atty's Office on: 07/05/2019 , Tabled on: 08/30/2019
107-18	Ree.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 15.12 – Housing Code, amend section 15.12.150 – General requirements relating to the safety and sanitary maintenance of parts of dwelling and dwelling units & Chapter 15.16 – Commercial Building Standards, amend section 15.16.110 – Duties and responsibilities of the owner and operator.	Councilmember(s): Marcus Brown, D-132, & M. Lyons; Co-sponsors: A. Nieves, E. Newton, M. Valle & E. Martinez	07/01/2019 , Ref'd to City Atty's Office on: 07/05/2019 , Tabled on: 08/30/2019
108-18	Res.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.74, Lead Poisoning Prevention and Hazard Elimination.	Councilmember(s): Marcus Brown, D-132, & M. Lyons, 134;	07/01/2019 , Ref'd to City Atty's Office on: 07/05/2019 , Tabled on: 08/30/2019

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 7, 2019, PAGE 2 of 2**

Number	Type	Summary	Submitted by:	Date
122-18	Comm.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.28 - Park Use Regulations, amend Section 12.28.040 - Parking Restricted within Public Parks	Councilmember(s): P. Spain & K. Langan, Co-sponsor: E. Martinez	08/05/2019 , Ref'd to City Atty's Office on: 08/06/2019 , Tabled on: 08/30/2019
136-18	Res.	Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 2.98 - Historic District Commission.	Councilmember(s): K. Langan, Co-sponsor: P. Spain	09/03/2019 (OFF THE FLOOR) , Ref'd to City Atty's Office on: 09/05/2019 , Tabled on: 08/30/2019

PUBLIC SAFETY & TRANSPORTATION
COMMITTEE
PENDING ITEMS page 1 of 2
As of
October 7, 2019

Number	Type	Summary	Submitted by:	Date
17-18	Res.	Proposed resolution requesting a Clean Slate Hiring Policy for the City of Bridgeport.	Councilman Ernest E. Newton, D-139 Co-sponsor Full Council	Referred to Committee on 1/7/2019 (off the floor) Tabled 1/29/19 Tabled 3/5/19 Referred to Civil Service Commission 4/15/19 Tabled by Committee on 10/1/2019
45-18	Comm.	Proposed Resolution regarding 2019 First Round Sidewalk Repair Pilot Program.	John Ricci, Director of Public Facilities	Referred to Committee on: March 4, 2019; Approved by Committee on March 5, 2019; Tabled and Ref'd back to Committee by full council on March 18, 2019 Tabled by Committee on 4/2/19
120-18	Res.	Proposed resolution regarding disciplinary action for Police Officers with multiple infractions and support for those dealing with trauma.	Councilmembers Kyle Langan, Eneida Martinez, Maria Valle & Pete Spain	Ref'd to Committee on 8/5/19 Tabled by Committee on 9/4/19 Tabled by Committee on 10/1/2019

**SPECIAL COMMITTEE ON RULES
PENDING ITEMS
AS OF
OCTOBER 7, 2019**

Number	Type	Summary	Submitted by:	Date
09-17	Res.	Proposed Resolution regarding Annual Review of and Recommendations on Council's "Rules of Order".	Pete Spain, Councilmember, D-130 Co-Sponsors: Councilmember Kyle Langan, D-132nd, Councilmember Marcus A. Brown, D-132nd	Referred to Committee on 12/04/2017 (OFF THE FLOOR) Tabled by Committee on 12/27/2017 Changed to Special Committee on Rules 1/22/2018
13-17	Res.	Proposed Resolution Establishing Term Limits for City Boards and Commission.	Ernest E. Newton, Councilmember, D-139th	Referred to Committee on 12/18/2017 Tabled on 1/22/18 Tabled on 2/26/18 Tabled on 5/24/18 ***Change to Special Committee on Rules on 6/26/2018
29-17	Res.	A review of and proposed amendments to the Rules of the City Council as adopted on December 4, 2017.	Council President, Aidee Nieves, D-137 th	Ref'd on: 01/02/2018 (Off the Floor), Ref'd to City Atty's Office on: 01/03/2018



Mayor Joseph P. Ganim

City of Bridgeport
**OFFICE OF EMERGENCY MANAGEMENT
& HOMELAND SECURITY/
EMERGENCY COMMUNICATIONS**

581 North Washington Avenue
Bridgeport, Connecticut 06604
Telephone (203) 579-3822
Fax (203) 579-3881



Scott T. Appleby, CEM
Director

COMM. 151-18 Ref'd to Contracts Committee on 10/07/2019.

September 24, 2019

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

Re: Referrals to Contracts Committee: OEMHS Resolution for operational budget to hire Independent Security Contractors


Dear Honorable Councilpersons:

Kindly place the above-referenced matters on the Agenda for the City Council meeting of Monday, October 7, 2019 **FOR REFERRAL TO THE CONTRACTS COMMITTEE.**

Representatives from the City Attorney's Office will appear before the Contracts Committee to present these items along with myself.

Thank you for your assistance in this matter.

Very truly yours,


Scott Appleby, CEM
Director
Office of Emergency Management &
Homeland Security
City of Bridgeport

11:11
19 SEP 25 PM 1:06
CITY CLERK'S OFFICE

RESOLUTION
(*Security Guards*)

WHEREAS, the City recognizes the need to provide security at municipal locations, particularly its dually functioning city halls, to wit: 45 Lyon Terrace and 999 Broad Street (collectively the "Prime Locations"); and

WHEREAS, the City desires to provide said security through its use of retired police officers rather than contracting with outside companies; and

WHEREAS, the City is desirous of engaging Robert Bardos, Edward Erazmus, Alexie Ruiz, and George Silva Rodrigues as independent contractors to provide municipal security services, primarily at the Prime Locations; and

WHEREAS, Robert Bardos, Edward Erazmus, Alexie Ruiz, and George Silva Rodrigues are desirous of providing the municipal security services to the City under the terms and conditions as are set forth herein.

NOW, THEREFORE, the Bridgeport City Council does hereby authorize, ratify, and approve the contracts for the security guards, in the form substantially attached hereto, and that the Mayor, or the Director of Emergency Management and Homeland Security, subject to the approval of the Office of the City Attorney are hereby authorized to execute said contracts with the aforementioned security guards and other security guards as may be deemed appropriate for the security of the municipal buildings.

MUNICIPAL SECURITY SERVICES AGREEMENT

(City of Bridgeport)

THIS AGREEMENT between the parties dated as of the ____ day of September 2019 (the "Agreement") is hereby entered into between _____, with a principal address of _____ (the "**Contractor**"), and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604, together with its Police Department and its Office of Emergency Management and Homeland Security (collectively the "**City**") on the following terms and conditions:

WHEREAS, the City recognizes the need to provide security at municipal locations, particularly its dually functioning city halls, to wit: 45 Lyon Terrace and 999 Broad Street (collectively the "Prime Locations"); and

WHEREAS, the City desires to provide said security through its use of retired police officers rather than contracting with outside companies; and

WHEREAS, the City is desirous of engaging _____ as an independent contractor to provide municipal security services, primarily at the Prime Locations; and

WHEREAS, _____ is desirous of providing the municipal security services to the City under the terms and conditions as are set forth herein.

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 provide municipal security services, such duties being more detailed and delineated in the statement of work attached hereto and made a part hereof as Exhibit A and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**"). The City's person responsible for all communications and direction shall be the Director of Emergency Management and Homeland Security, or his/her designee.

2. Term of Engagement. This Agreement shall commence as of _____, 2019 and shall continue in full force and effect, terminating on _____, 2020, 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. The Contractor shall serve an average of 20-40 hours per week during the Term, which may be periodically amended and the City's and the Contractors needs may required. Contractor acknowledges that at the outset of this Agreement, he/she had full decision and control over the shifts which he/she will perform the Services for the City. The Contractor shall maintain contemporaneous records of time devoted and tasks performed in

sufficient detail as may be requested by the City, which records shall be submitted to the City as may be directed during the Term.

4. Payment.

(a) **Contractor Fees.** The Contractor's fees shall be those invoiced and approved, at the rate of Seventeen (\$17.00) per hour, as may be apportioned for partial hours. The Contractor shall not invoice for, nor shall he/she be reimbursed for out of pocket expenses unless pre-approved, in writing, by the Director of Emergency Management and Homeland Security ("Contractor Fee").

(b) **Payment.** Contractor shall bill the City by invoice every two weeks. The City shall pay for each accepted invoice within 45 days of receipt of a complete invoice. Contractor shall send such invoices to the attention of: Scott Appleby, Director of Emergency Management and Homeland Security, 581 North Washington Avenue, Bridgeport, CT 06604.

(c) **Sole Remuneration.** Contractor acknowledges and represents that the services provided for hereunder do not represent his/her sole remuneration.

(d) **No Withholdings.** The Contractor is an independent contractor hereunder. Compensation paid pursuant to this Agreement shall not be subject to any withholding of income taxes or other governmental obligations. Contractor shall be solely responsible for the reporting and paying of any such taxes and shall indemnify and hold harmless the City from and against all liability for the withholding and payment of all federal and state income, or other applicable taxes.

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 may be relied upon by the City. All records of the Contractor relating to the performance of the Services under this Agreement shall be maintained for a period of seven (7) years and shall remain available for inspection by the City.

6. Proprietary Rights. It is not anticipated that the Contractor will develop or deliver to the City anything other than Services and the reports set forth therein. 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.

8. Noncircumvention. [INTENTIONALLY OMITTED]

9. 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.

10. Representations and Warranties.

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

(a) The Contractor represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement. Any licensing requirements shall stay current throughout the Term of this Agreement.

(b) The Contractor represents that it can commence the Services promptly upon commencement of the Term and will complete the Services in a timely manner on a schedule that has been selected by the Contractor and approved by the City.

(c) 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.

(d) 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 treaties, laws, codes, rules, regulations, or contractual obligations with third parties, and is an enforceable obligation of the Contractor.

(e) 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.

(f) 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.

(g) The Contractor represents that it will perform the Services with that degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

(h) The Contractor represents that it possesses all licenses, permits, certifications and/or accreditations that may be required to perform the Services required by this Agreement and will maintain current licenses during the Term of this Agreement.

(i) The Contractor represents and warrants 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.

11. 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 in law or equity. In no event shall either party be responsible for the other parties' costs or expenses in the enforcement or defense of this Agreement or the Services to be provided hereunder, including but not necessarily limited to court costs or attorney's fees.

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 BY THE CONTRACTOR OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL 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.

12. Notices & Claims. Notices required to be sent to either party hereby and any claims noticed or presented to Contractor are required to be sent to the City and 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 of Emergency Management and Homeland Security
City of Bridgeport Emergency Communication and Operation Center
581 North Washington Avenue
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Contractor, at the address first written above.

13. 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. Contractor may terminate this Agreement without cause upon thirty (30) days written notice to the City. 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 only terminate for convenience upon thirty (30) days written notice. The City may terminate for convenience immediately upon giving written notice of termination.

14. 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, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Court proceedings.** Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, in a Court of competent jurisdiction within the County of Fairfield, State of Connecticut.
- (c) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any dispute resolution or litigation involving a claim by another party that relates to the subject matter set forth in this Agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such matter when doing so is deemed by the City to be in its best interests.

15. 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 all 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.

16. 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.

17. Indemnification; Insurance.

A. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the Contractor's professional services, Contractor shall indemnify and save harmless the City, the State of Connecticut and/or the Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the negligent acts, errors or omissions, recklessness, or intentional wrongdoing of the Contractor, its employees, or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section A indemnity obligation.

B. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the Contractor's services, i.e., automobile and general liability claims, Contractor shall defend, indemnify and save harmless the City, the State of Connecticut and/or its Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

C. Insurance requirements: (1) The following insurance coverage is required of the Contractor and it is understood that the Contractor will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Contractor. 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 acceptable to 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, but outside the general Services requested hereunder, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

(b) General requirements. All policies shall include the following provisions evidenced by ACCORD certificate and endorsement:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance and endorsement delivered to the City and authorized and executed by the insurer as fully endorsed 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 and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties 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 issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604".

18. Nondiscrimination.

a) 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, civil union 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.

b) To the extent that the Contract has employees which will be engage in the performance of the Services: (1) The Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereafter "Commission") advising the labor union or workers representative of the Contractor's commitments under General Statutes Section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the General Statutes; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Consultant which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

19. Communications & Media Releases. All communications shall be made orally or in writing with The City of Bridgeport's Director of Emergency Management and Homeland Security. Any written report requested from the Contractor shall be sent in draft form for review prior to finalization. Contractor shall obtain prior approval from the City for all press releases, media advertisements, or any form of publicity or community awareness publication that alludes to this Agreement or the Services provided hereunder. The City's approval hereunder must be obtained from the Mayor's Public Safety or the City's Public Safety Spokesperson(s) ONLY.

21. 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 both parties.

(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) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, 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 by other persons beyond the exclusive control of the party claiming hindrance or delay. 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 notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its 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 delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(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, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) 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.

(j) Statutory Provisions.

SECTION 11: Nondiscrimination and Affirmative Action.

- (i) 1 1.1 The Grantee agrees to comply with each provision of Connecticut General Statutes SS 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes SS 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.
- (ii) 11.2 In accordance with Connecticut General Statutes S 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, 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.
- (iii) 11.3 In accordance with Connecticut General Statutes S 4a-60(a)(1) 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, intellectual disability, 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.
- (iv) 1 1.4 In accordance with Connecticut General Statutes S 4a-60(a)(2) 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 CHRO.
- (v) 1 1.5 In accordance with Connecticut General Statutes S 4a-60a(a)(1) 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.
- (vi) 1 1.6 In accordance with Connecticut General Statutes SS 4a-60(a)(3) and 4a-60a(a)(2) 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 CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- (vii) 11.7 In accordance with Connecticut General Statutes SS 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO 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 S 46a-56.
- (viii) 11.8 In accordance with Connecticut General Statutes S 4a-60(b) 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 or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes SS 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes S 46a-68b; and "Minority Business Enterprise" is defined in accordance with S 4a-60(e).
- (ix) 11.9 In accordance with SS 4a-60(h) and 4a-60a(c) 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 CHRO. 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 S 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 regarding a state contract, 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.
- (x) 11.10 For the purposes of this entire Nondiscrimination 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, and "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. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in Connecticut General Statutes S 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes S 1-267i (4) the federal government (5) a

foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

SECTION 12: Executive Orders.

- (i) 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.
- (ii) 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.
- (iii) 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.

- (i) This section applies to those grantees, which are or will become responsible for conformance 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 OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

(k) Choice of Law. This Agreement shall be governed and construed under the laws of the State of Connecticut. Contractor expressly consents to the jurisdiction of the State and Federal Court's located in the State of Connecticut.

IN WITNESS WHEREOF, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____

Accepted and agree:

CONTRACTOR

Date

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kaszak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



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

August 29, 2019 **Comm. #152-18 ACCEPTED AND MADE PART OF THE RECORD
On 10/7/2019**

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

Re: **Settlement of Claim, Juana Rosa v. City of Bridgeport**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$15,000.00 payable to Attorney David J. Laudano, Trustee for Juana Rosa. The action was claiming injuries sustained when plaintiff fell on a defective sidewalk on Golden Hill Street on August 11, 2016.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my Paralegal, Shakira Simpson, who will then follow up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

CITY CLERK'S OFFICE
19 SEP 12 PM 3:39

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

DEPUTY CITY ATTORNEY
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ASSOCIATE CITY ATTORNEYS
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Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



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

Comm. #153-18 Ref'd to Miscellaneous Matters Committee

September 23, 2019

On 10/7/2019

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
American Empire Surplus Lines v. City of Bridgeport**

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>
American Empire Surplus Lines	Civil Litigation	Thomas Scappaticci, Jr. McLaughlin & Stern, LLP 260 Madison Avenue New York, NY 10016

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Lawrence A. Ouellette, Esq.
Mark T. Anastasi, Esq.
Shakira Simpson, Paralegal

ATTORNEY
CITY CLERK'S OFFICE
19 SEP 30 PM 3:48



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. #154-18 Ref'd to Public Safety & Transportation Committee
On 10/7/2019**

October 2, 2019

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

Re: Resolution – State of Connecticut Department of Transportation- Local
Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003,
#0T004)

Attached, please find a Grant Summary and Resolution for the State of Connecticut Department of
Transportation- Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003,
#0T004) to be referred to the Committee on Public Safety and Transportation of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Department of
Transportation- Local Transportation Capital Improvement Program (LOTICIP)
(#0T002, #0T003, #0T004)

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

Thank you.

Isolina DeJesus
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Transportation- Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004)**

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 **Engineering Department** is seeking funding made available through Section 74 of Public Act 13-239. The Local Transportation Capital Improvement Program (LOTICIP) provides State funds to urbanized area municipal governments in lieu of Federal funds otherwise made available through Federal transportation legislation. Funds will be used to undertake three projects:

1. **Chopsey Hill Road Island Brook Bridge Replacement (#0T002)**: Project will allow for the complete replacement of the bridge structure and associated abutments, superstructure, deck and roadway of bridge number 015004 on Chopsey Hill over Island Brook replacement. Total project cost: \$1,500,000.
2. **Woodrow Avenue Bridge (#0T003)**: Project will allow for the complete replacement of the bridge structure and associated abutments, superstructure, deck and roadway of bridge number 0015-028 on Woodrow Avenue. Total project cost: \$700,000.
3. **Noble Avenue and Beardsley Park Roundabout (#0T004)**: Project will allow for the construction of a roundabout/traffic circle on Noble Avenue at the intersection of Beardsley Park, Crown Street, and Edna Avenue, as well as the reconfiguration of side street and park entrance to create a safer interaction between vehicles traveling along Noble Avenue. Total project cost: \$1,500,000

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 3,700,000
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 3,700,000
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
State of Connecticut Department of Transportation
Local Transportation Capital Improvement Program (LOTICIP)
(#0T002, #0T003, #0T004)**

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 **Local Transportation Capital Improvement Program**; and

WHEREAS, funds under this grant will be used to support the three following transportation improvement projects: **Chopsey Hill Road Bridge Replacement, Woodrow Avenue Bridge Replacement, and Noble Avenue and Beardsley Park Roundabout**; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications to the **State of Connecticut Department of Transportation** to replace bridge structures and associated abutments, superstructure, deck and roadways at Woodrow Avenue and Chopsey Hill Road, as well as construct a roundabout on Noble Avenue and Beardsley Park.

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

1. That it is cognizant of the City's grant applications to and contract with **State of Connecticut Department of Transportation** for the purpose of its **Local Transportation Capital Improvement Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **State of Connecticut Department of Transportation** 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. #155-18 Ref'd to ECD&E Committee
On 10/7/2019**

October 2, 2019

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

Re: Resolution –Connecticut Department of Public Health- Overdose Data to Action (OD2A) in Connecticut Communities

Attached, please find a Grant Summary and Resolution for the Connecticut Department of Public Health- Overdose Data to Action (OD2A) in Connecticut Communities Grant to be referred to the Committee on Economic and Community Development and Environment of the City Council.

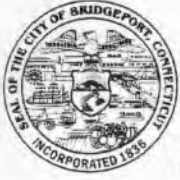
Grant: Connecticut Department of Public Health- Overdose Data to Action (OD2A) in Connecticut Communities

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

Thank you.

Isolina DeJesus
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
19 OCT -2 PM 6:29
ANIELA GILLESPIE



GRANT SUMMARY

PROJECT TITLE: **Connecticut Department of Public Health- Overdose Data to Action (OD2A) in Connecticut Communities**

NEW X

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Isolina DeJesus**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services is seeking funding from the Connecticut Department of Public Health to implement a drug overdose data surveillance and prevention program to improve capacity to respond to drug overdoses and initiate and strengthen public health systems.

CONTRACT PERIOD: TBD

Federal:	\$
State:	\$ 300,000
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED

TBD	\$
	\$
	\$

MATCH REQUIRED

N/A	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Public Health
Overdose Data to Action (OD2A) in Connecticut Communities**

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

WHEREAS, this funding has been made possible through the **Overdose Data to Action in Connecticut Communities Grant**; and

WHEREAS, the purpose of the grant program is to provide excellent data collection, that will integrate with the Connecticut Department of Public Health and enhance the Bridgeport IMU program.; and

WHEREAS, the City will submit an application to fund a drug overdose data surveillance and prevention program to improve capacity to respond to drug overdoses and initiate and strengthen public health systems; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services submits an application to the **Connecticut Department of Public Health Overdose Data to Action (OD2A) in Connecticut Communities Grant Program** to provide high quality data programs and enhance the IMU Program.

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 **Connecticut Department of Public Health** for the purpose of its **Overdose Data to Action (OD2A) in Connecticut Communities Grant**; 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 Department of Public Health** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.




OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

**Comm. #157-18 Ref'd to Miscellaneous Matters Committee
On 10/7/2019**

TO: Lydia Martinez – City Clerk
FROM: Mayor Joseph P. Ganim 
DATE: October 2, 2019
RE: Boards & Commissions

Please place the following name on the October 7, 2019 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Food Policy Council**:

Nichola Hall (D)
105 Pond Street
Bridgeport, CT 06606

This term shall expire on July 1, 2021

JPG/cv

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ATTEN: CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

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ATTEST
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	158-18			
Submitted by Councilmember(s):	Michelle A. Lyons	AmyMarie Vizzo-Paniccia Rosalina Roman-Christy, Jeanette Herron, Marcus Brown, Mary McBride-Lee		
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	134TH	135, 133, 132		
Subject:	Resolution: PROPOSED AMENDMENTS TO BRIDGEPORT ZONING REGULATIONS CONCERNING OCCUPANCY OF DWELLINGS BY UNRELATED PERSONS			
Referred to:	Ordinance Committee			
City Council Date:	October 7, 2019			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

RESOLUTION

PROPOSED AMENDMENTS TO BRIDGEPORT ZONING REGULATIONS CONCERNING OCCUPANCY OF DWELLINGS BY UNRELATED PERSONS

WHEREAS, Connecticut General Statutes §8-2 authorizes the zoning commission of each city to adopt regulations designed to promote the general welfare, including regulation of the density of population and the adoption of provisions designed to avoid undue concentration of population; and

WHEREAS, the Bridgeport Zoning Regulations currently allow up to four unrelated individuals to live together in one dwelling unit and be considered a "Household"; and

WHEREAS, the Bridgeport Zoning Regulations currently consider a dwelling unit rented to between five and fifteen unrelated persons to be a "Rooming or Boarding House"; and

WHEREAS, Section 15.12.010, Housing Code of the Bridgeport Municipal Code of Ordinances, currently defines "Rooming House" as a residence inhabited by five to fifteen roomers who are not members of the immediate family of an owner-occupant; and

WHEREAS, there have been many concerns expressed by members of the public and the City Council regarding parking, overcrowding, health and safety, and violations of zoning regulations and noise ordinances at homes throughout the city wherein multiple unrelated individuals are domiciled; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, many of the aforementioned concerns may be alleviated, in part, by limiting the number of unrelated persons living together as a Household to three and expanding the definition of Rooming or Boarding House to include four to fifteen persons; and

WHEREAS, Resolution 98-18 is currently pending before the City Council, which proposes to change Section 15.12.010, Housing Code of the Bridgeport Municipal Code of Ordinances, to define "Rooming House" as a residence inhabited by four to fifteen unrelated persons.

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Planning and Zoning Commission is requested and encouraged to amend the definitions of "Household" and "Rooming or Boarding House" in Section 2-2 of the Zoning and Subdivision Regulations, pursuant to Ex A attached hereto.



OFFICE OF THE CITY CLERK RESOLUTION FORM

EXHIBIT A

Household: A person living alone, or any of the following groups living together;

- a. Any number of people related by blood, marriage, civil union, adoption, guardianship, or other duly authorized custodial relationship; or
- b. One unrelated person per bedroom plus one additional unrelated person, not to exceed three persons. For persons who are unrelated and for purposes of this definition, a studio or efficiency dwelling unit shall be considered a one-bedroom dwelling unit. Therefore a studio, efficiency, or one-bedroom unit may have a maximum of two occupants. A unit consisting of two bedrooms or more may have a maximum of three occupants. In no case shall there be more than three occupants due to the City of Bridgeport's Housing Code defining four or more occupants as constituting a rooming house.
- c. The term "household" shall not refer to:
 1. A group living, community residential facility, congregate housing, housing for older persons, or SRO as defined and regulated by the State of Connecticut.
 2. Any society, club, fraternity, sorority, association, lodge, or like organizations.
 3. Any group of individuals whose association is temporary (less than 60 days) or seasonal in nature.
 4. Any group or individuals who are in a group living arrangement as a result of criminal offenses.

Rooming or Boarding House: Any dwelling or portion thereof in which rooms for living purposes are rented for compensation to four (4) or more persons and not more than fifteen (15) persons other than the members of the family of the proprietor. Such rooms shall not have separate kitchen facilities. Group meals may be provided. This term does not include group living facilities.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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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 # *137-18 Consent Calendar

Grant Submission: re U.S Department of Justice FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (#20312)



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 7, 2019

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed: 10/21/19

RECEIVED
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19 OCT 22 AM 9:38
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *137-18 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
U.S. Department of Justice
FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
(#20312)**

WHEREAS, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**; and

WHEREAS, the JAG funding is a statutory formula allocation based on crime and population for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, which may include the purchase of equipment, training, and information systems; and

WHEREAS, funds under this grant will be used to support and improve law enforcement response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **U.S. Department of Justice** to acquire much needed equipment that will support the department's operations.

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 **U.S. Department of Justice** for the purpose of the **FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 **U.S. Department of Justice** for the purpose of the **FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

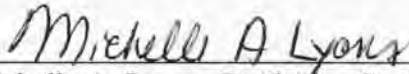


City of Bridgeport, Connecticut
Office of the City Clerk

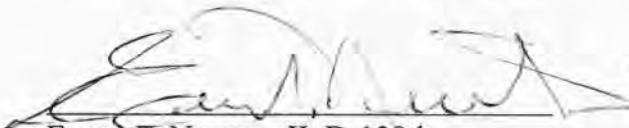
Report of Committee on **Public Safety and Transportation**
Item No. *137-18 Consent Calendar

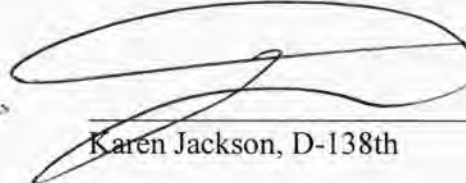
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION


Michelle A. Lyons, D-134th, Co-Chair

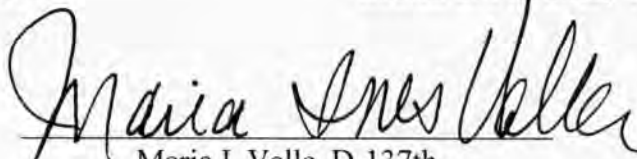

Jack O. Banta, D-131st, Co-Chair


Ernest E. Newton, II, D-139th


Karen Jackson, D-138th


Kyle Piché Langan, D-132nd


Eneida L. Martinez, D-139th


Maria I. Valle, D-137th

City Council Date: October 7, 2019

Item # *138-18 Consent Calendar

Grant Submission: re State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative. (#20399)



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 7, 2019

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

Approved by: *Joseph P. Scallin*
Joseph P. Scallin, Mayor

Date Signed: *10/21/19*

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *138-18 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Court Support Services Division
Youth Violence Prevention Initiative (# 20399)**

WHEREAS, the **State of Connecticut Court Support Services Division** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through **Sec. 48 of Public Act 19-117** which allocates funds to the **Youth Violence Prevention Initiative** to support youth violence prevention programs in Bridgeport, New Haven, Hartford and Waterbury; and

WHEREAS, funds under this grant will be used to support programs that provide services to at-risk youth within the City for the purpose of offering opportunities to lead a healthy, safe, productive lives and that those who have made bad choices have rehabilitative services available to them; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Police Department submits an application to the **State of Connecticut Court Support Services Division** to support youth violence prevention programs.

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 Court Support Services Division** for the purpose of the **Youth Violence Prevention Initiative**.
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 Court Support Services Division- Youth Violence Prevention Initiative** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

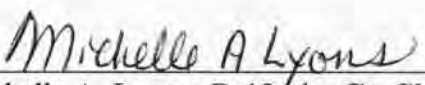


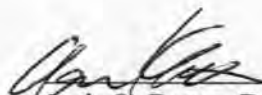
City of Bridgeport, Connecticut
Office of the City Clerk

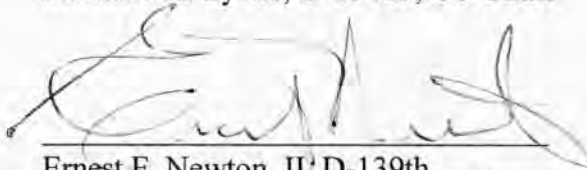
Report of Committee on **Public Safety and Transportation**
Item No. *138-18 Consent Calendar

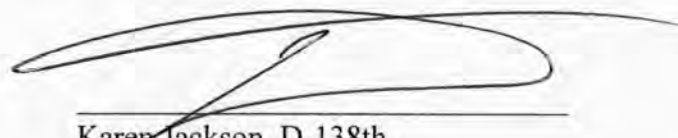
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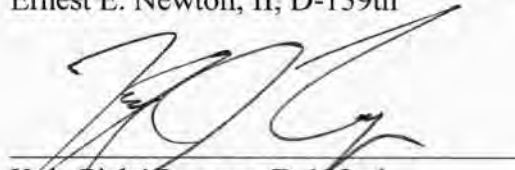
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

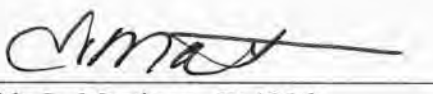

Michelle A. Lyons, D-134th, Co-Chair

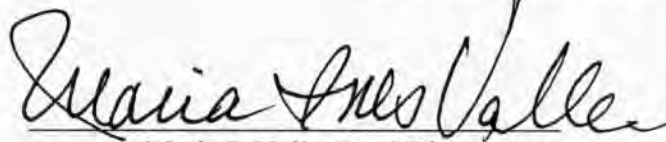

Jack O. Banta, D-131st, Co-Chair


Ernest E. Newton, II, D-139th


Karen Jackson, D-138th


Kyle Piché Langan, D-132nd


Eneida L. Martinez, D-139th


Maria I. Valle, D-137th

Item# *139-18 Consent Calendar

Grant Submission: re Firehouse Subs Public Safety Foundation - FY 2019 Grant Program. (#20274)



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 7, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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19 OCT 22 AM 9:39
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *139-18 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Firehouse Subs Public Safety Foundation
FY 2019 Grant Program (#20274)**

WHEREAS, the **Firehouse Subs Public Safety Foundation** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Firehouse Subs Public Safety Foundation FY 2019 Grant Program**; and

WHEREAS, funds under this grant will be used to support the purchase of a LUCAS Chest Compression Device; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Fire Department submits an application to the **Firehouse Subs Public Safety Foundation** to support the purchase of much needed life saving equipment.

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 **Firehouse Subs Public Safety Foundation** for the purpose of the **FY 2019 Grant 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 **Firehouse Subs Public Safety Foundation FY 2019 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 the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *139-18 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A Lyons

Michelle A. Lyons, D-134th, Co-Chair

Jack O Banta

Jack O. Banta, D-131st, Co-Chair

Ernest E. Newton, II

Ernest E. Newton, II, D-139th

Karen Jackson

Karen Jackson, D-138th

Kyle Piche Langan

Kyle Piche Langan, D-132nd

Eneida L. Martinez

Eneida L. Martinez, D-139th

Maria Ines Valle

Maria I. Valle, D-137th

City Council Date: October 7, 2019

Item # 132-18

Honorary Street Naming of Ferry Access Road at Main Street be designated "Lou Rinaldo Way", with appropriate signage placed on the corner of Ferry Access Road and Main Street.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 7, 2019

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor Did Not Sign Report

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19 OCT 22 AM 9:39
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 132-18

WHEREAS, the late Lou Rinaldo was a well-respected man in this city who was born in Bridgeport, played baseball for and graduated from Kolbe-Cathedral High School, and was an avid sports fan who volunteered his time to coach youth in Little League baseball; and

WHEREAS, the Bridgeport & Port Jefferson Ferry Authority has long been an institution serving the Long Island and Southern Connecticut region whose entrance to its Bridgeport port operations is located at the intersection of Ferry Access Road and Main Street; and

WHEREAS, for over 30 years Lou Rinaldo was General Manager of the Bridgeport-Port Jefferson Ferry Authority working not only to showcase his company but Bridgeport too; and

WHEREAS, while General Manager of the Bridgeport & Port Jefferson Ferry Authority Lou Rinaldo contributed significantly to keeping the Bridgeport economy strong and healthy; and

WHEREAS, know to all as a generous and selfless man Lou Rinaldo was always there to offer his help and guidance to anyone who needed it, be it ferry tickets or anything Bridgeport; and

WHEREAS, the family and friends of Lou Rinaldo, including the Bridgeport Board of Police Commissioners, believe it would be a fitting honor that his contributions to this city along with his love, kindness, and generosity be recognized by the city he loved and that the intersection of Ferry Access Road and Main Street be honorably designated as "Lou Rinaldo Way"; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that in memory of a community leader and role model; a compassionate family man who loved Bridgeport and the people therein; and in recognition of his contributions to this city that Ferry Access Road at its intersection with Main Street be honorably designated "Lou Rinaldo Way" with appropriate signage designating this honor placed on the corner of Ferry Access Road and Main Street.



City of Bridgeport, Connecticut
Office of the City Clerk

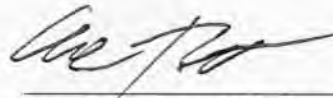
Report of Committee on Public Safety and Transportation
Item No. 132-18

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



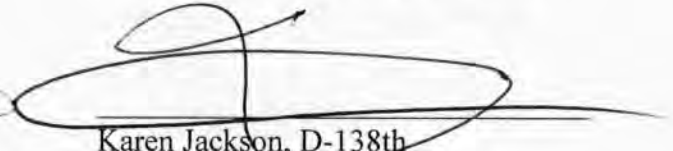
Michelle A. Lyons, D-134th, Co-Chair



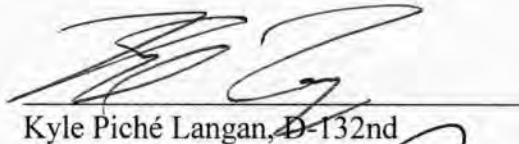
Jack O. Banta, D-131st, Co-Chair



Ernest E. Newton, II, D-139th



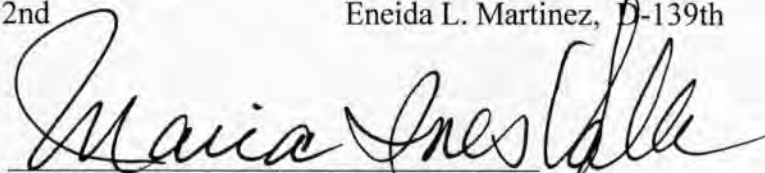
Karen Jackson, D-138th



Kyle Piché Langan, D-132nd



Eneida L. Martinez, D-139th

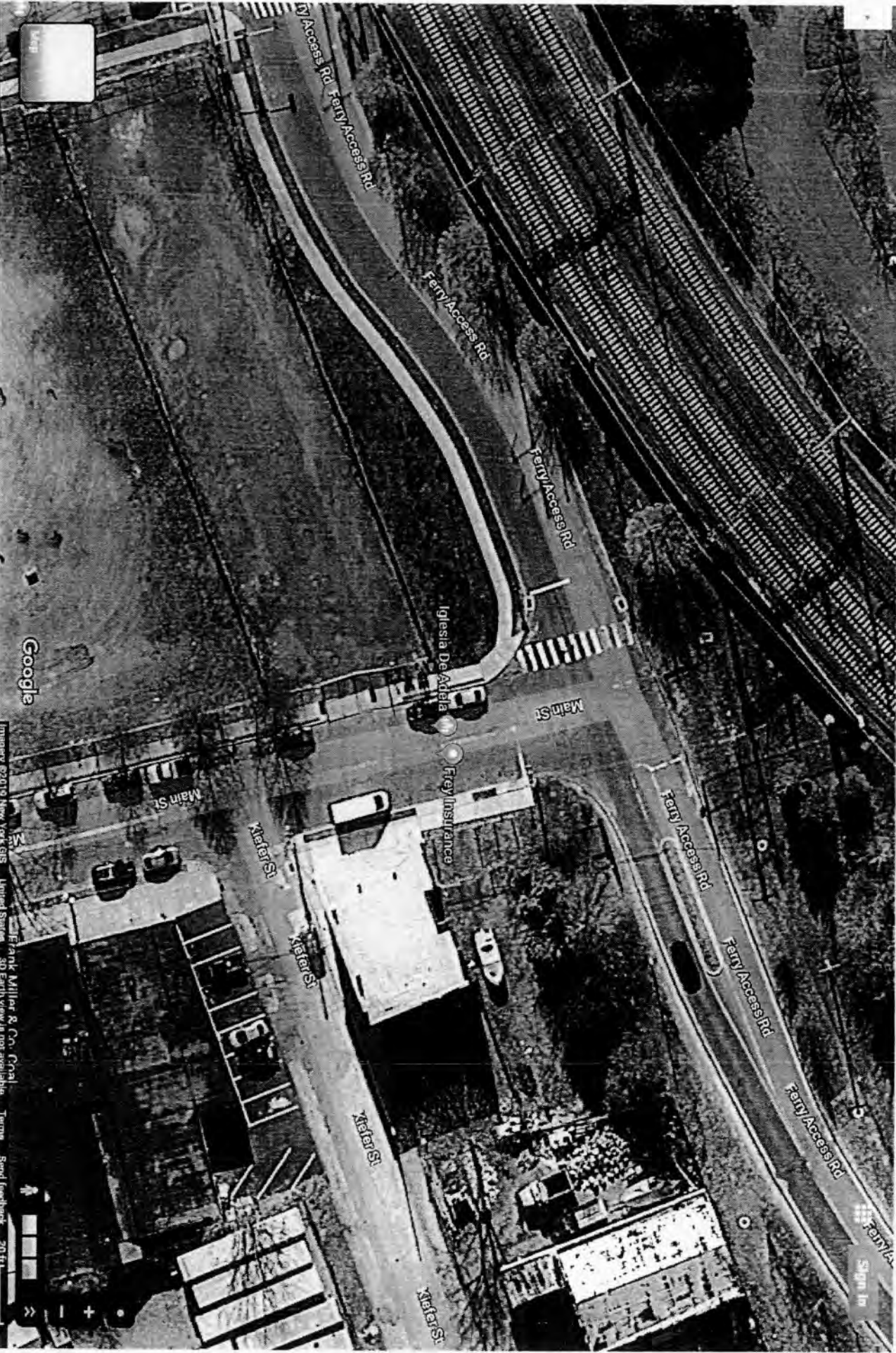


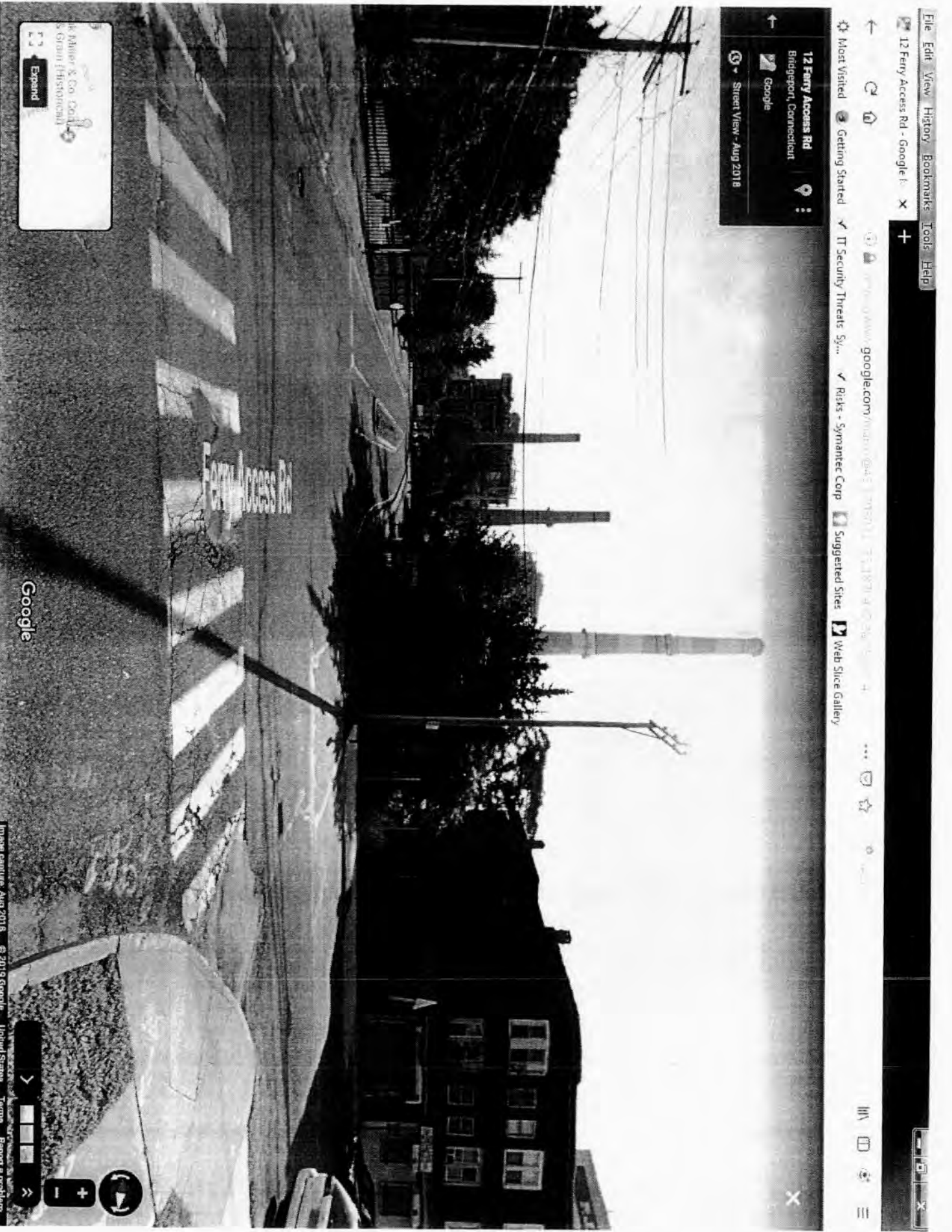
Maria I. Valle, D-137th



Google

JL Custom, Print Screen & Embroider





File Edit View History Bookmarks Tools Help

12 Ferry Access Rd - Google

Most Visited Getting Started IT Security Threats Sys... Risks - Symantec Corp Suggested Sites Web Slice Gallery

12 Ferry Access Rd
Bridgeport, Connecticut
Google
Street View - Aug 2018

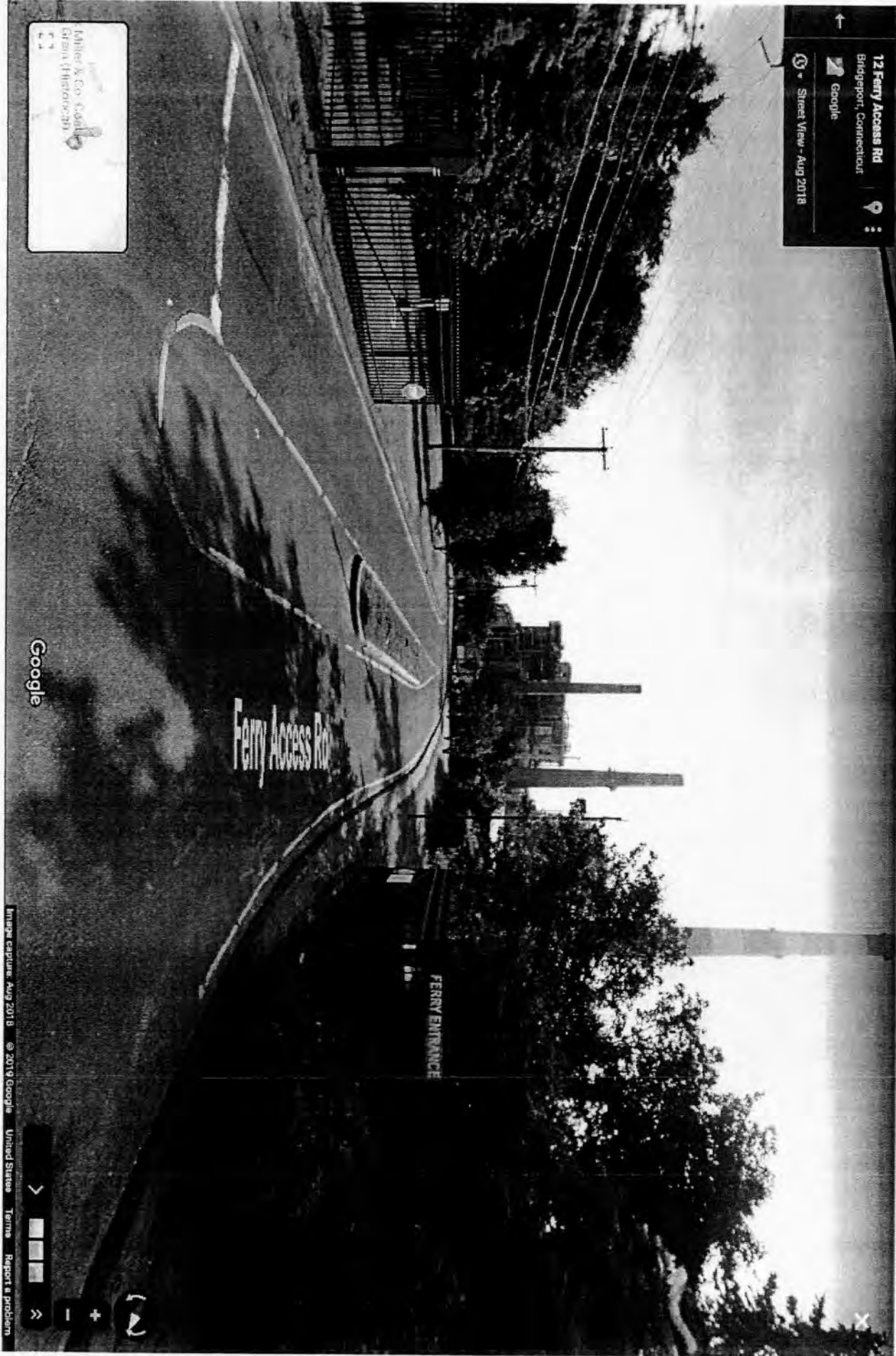
Miller & Co. Dock
The Grand Historical
Expand

Ferry Access Rd

Google

Image capture: Aug 2018 © 2019 Google United States Terms Report a problem

12 Ferry Access Rd
Bridgeport, Connecticut
Google
Street View - Aug 2018



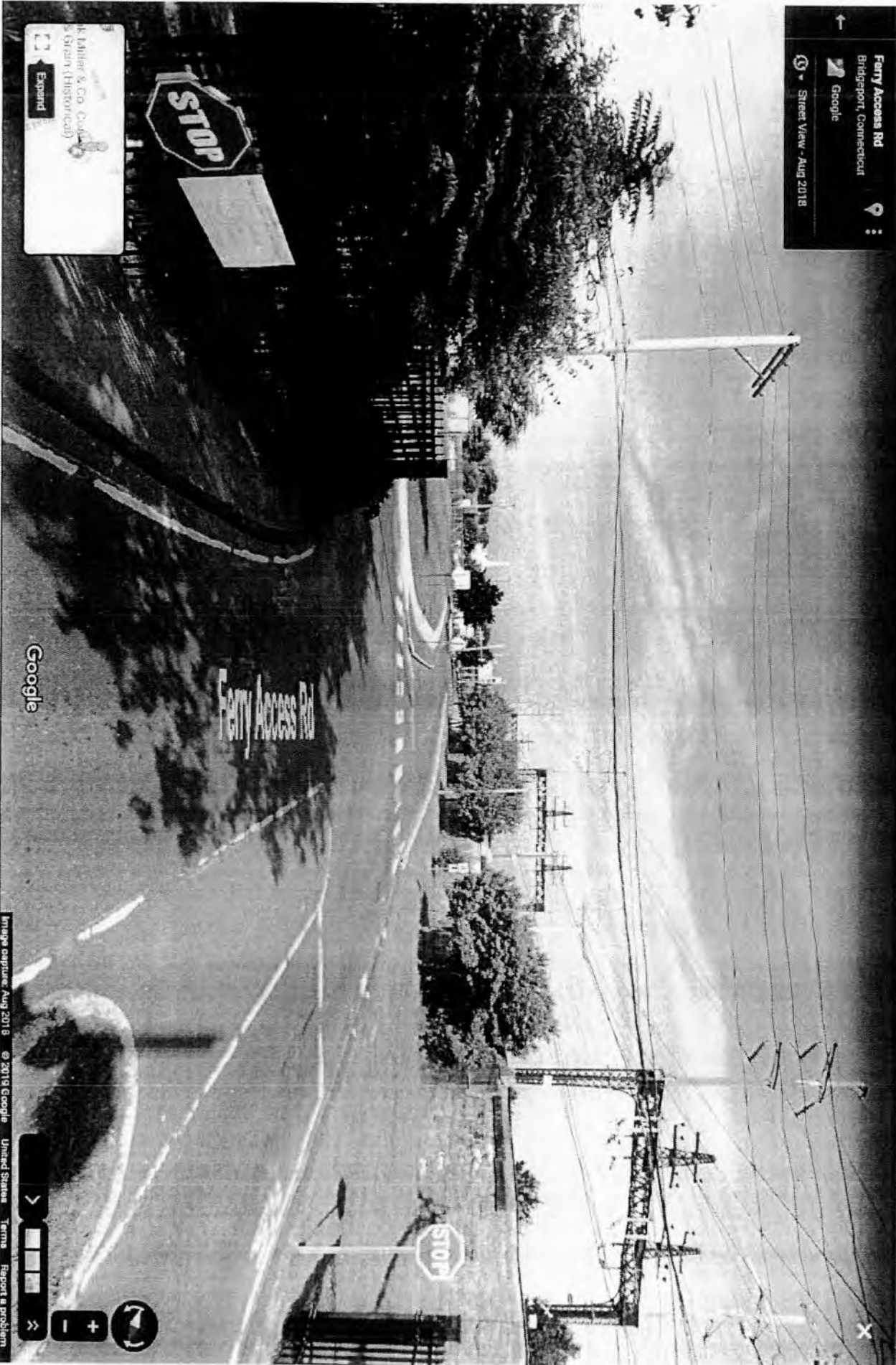
Historical Imagery
Satellite & Co. 3D
Street View History

Google

Ferry Access Rd
 Bridgeport, Connecticut

Google

Street View - Aug 2018



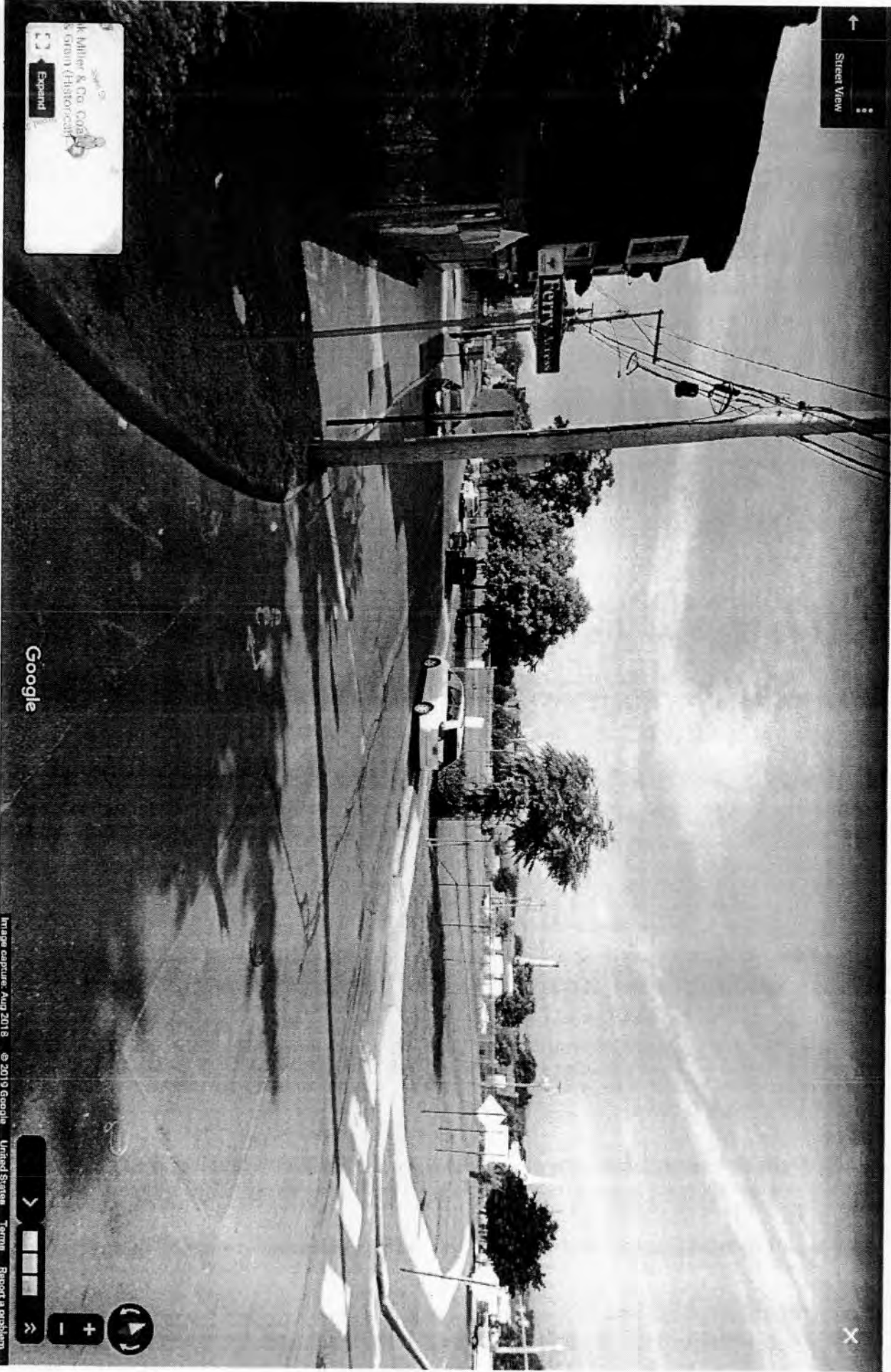
11k Miller & Co. Co...
 Street View (Historical)

Expand

Google

Ferry Access Rd

Navigation controls: zoom in (+), zoom out (-), pan, and other map controls.



Google



OFFICE OF THE
BOARD OF POLICE COMMISSIONERS

300 CONGRESS STREET • BRIDGEPORT, CONNECTICUT 06604 • TELEPHONE (203) 581-5121

August 6, 2019

Councilmember Denese Taylor-Moye
Councilmember Jack Banta
City Clerk's Office
45 Lyon Terrace
Bridgeport, CT. 06604

Dear Councilmember Taylor-Moye and Banta:

I am writing to you to respectfully request an "Honorary Street Designation" with appropriate signage for Mr. Lou Rinaldo who passed away on July 1, 2015 from cancer at the age of 54. Mr. Rinaldo was General Manager of the Bridgeport/Port Jefferson Ferry for over 30 years.

Location: **Ferry Access Road and Main Street**

Honorary Street Designation: **"Lou Rinaldo Way"**

Thank-you for your time and consideration in this matter.

Respectfully,

Lieutenant Nancy E. O'Donnell

Lieutenant Nancy E. O'Donnell
Department Clerk

Cc: Francis Ortiz, Assistant City Clerk

19 AUG 14 10:34 AM
CLERK

Item # 147-18

Petition from New Cingular Wireless PCS, LLC ("AT&T") Connecticut for Access Authorization to City-Owned Light Poles and Traffic Signals pursuant to a Non-Exclusive Agreement that will improve and Enhance 5G Wireless Networks.



**Report
of
Joint Committee
on
Contracts
and
Public Safety and Transportation**

City Council Meeting Date: October 7, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERK'S OFFICE
19 OCT 22 AM 9:39
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 147-18

RESOLUTION

Petition From AT&T Connecticut (“AT&T”) Requesting Authorization to Access City Rights-of-Way and City-Owned Light Poles and Traffic Signals (“City-Owned Structures”) to Install Small Cell Antennas (“Small Cell Installations”) Pursuant to a Non-Exclusive Agreement that will Improve and Enhance 5G Wireless Networks and Future 5G Technologies in Accordance with the FCC Small Cell Order Effective on January 14, 2019 (“Small Cell Order”)

WHEREAS, the Federal Communications Commission (“FCC”) recently removed certain barriers to the deployment of wireless infrastructure and established shorter timeframes for giving notice to States and local governments of requests to install Small Cell Installations in the public interest of spreading current and future 5G capability across the United States (see Small Cell Order); and

WHEREAS, the State of Connecticut adopted Public Act 19-163 (“Connecticut Small Cell Act”) for the purpose of streamlining 5G installations on State-owned properties that incorporates federal law and FCC rulings that require access to highways and other State-owned properties for 5G deployment; and

WHEREAS, the Connecticut Small Cell Act provides that the State Office of Policy and Management, the Public Utilities Regulatory Authority, the Office of Consumer Counsel, the State Broadband Office and the Connecticut Siting Council shall work with municipalities and representatives of the wireless industry to develop streamlined processes for siting Small Cell Installations on municipal property (“Streamlined Processes”), which have not yet been adopted; and

WHEREAS, AT&T has submitted a Petition of New Cingular Wireless PCS, LLC For Access Authorization to City Public Rights of Way & A Non-Exclusive Agreement For City Pole Usage [for] Small Cell Installations” dated August 22, 2019 (the “Petition”), which is attached hereto; and

WHEREAS, the Petition and its associated exhibits explains the benefits of 5G installations and answers frequently-asked questions; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on Contracts and Public Safety and Transportation
Item No. 147-18

-2-

WHEREAS, the benefits of an enhanced 5G network include:

- new capacity for mobile data traffic
- new capacity for wireless phone use
- faster download speeds
- high-speed mobile broadband that supports police and fire departments, ambulance services, schools, hospitals and doctors
- ability to use more devices, tablets, smart watches, home assistants
- the infrastructure needed to support future 5G technologies, Smart Cities Technology and the Internet of Things technology

WHEREAS, Small Cell Installations are very different from traditional cell towers in the following respects:

- A Small Cell installation is a small box attached to a light pole, traffic pole, roof or side of a public building about 30' above the ground (see sample photos contained in the Petition)
- A network of Small Cell Installations reduces the power and radio transmissions needed for mobile phones to make calls and send data.
- Small Cells operate at lower power levels than antennas located on cell towers and reduces the chance that antennas will interfere with one another.

WHEREAS the City will receive fixed fees for each Small Cell location on an annual basis in accordance with a fee schedule established by the FCC ("Annual Fees"); however, the City will be able to charge its usual street-opening permit fees and will be able to receive more than an Annual Fees if it encounters additional costs that it can demonstrate in hosting a Small Cell Installation on a case-by-case basis.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on Contracts and Public Safety and Transportation
Item No. 147-18

-3-

NOW, THEREFORE, BE IT RESOLVED:

1. That the above recitals are incorporated into the body of this resolution with full legal effect.
2. That either the Mayor or the Director of Public Facilities or his/her designee, is hereby authorized, with the advice of the Office of the City Attorney, to enter into, execute, and deliver the Non-Exclusive License in substantially the form attached hereto and to enter into, execute and deliver one or more site license agreements for each Small Cell Installation as permitted by the Non-Exclusive License, and is further authorized to deliver such other documents and do such other things as may be necessary relating to the installation of Small Cell Installations that are in the best interests of the City of Bridgeport and its residents consistent with this resolution, including the implementation of any Streamlined Processes and forms that may be adopted in the future by the State of Connecticut pursuant to Public Act 19-163, as it may be amended from time to time.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on Contracts and Public Safety and Transportation
Item No. 147-18

-4-

RESPECTFULLY SUBMITTED,
**THE JOINT COMMITTEE ON CONTRACTS and
PUBLIC SAFETY AND TRANSPORTATION**

Michelle A. Lyons, D-134th, Co-Chair

Jack O. Banta, D-131st, Co-Chair

Jeanette Herron, D-139th, Co-Chair

Ernest E. Newton, D-139nd, Co-Chair

Kyle Piche Langan, D-132nd

Eneida Martinez, D-139th

Maria I. Valle, D-137th

Karen Jackson, D-138th

Alfredo Castillo, D-136th

Michael DeFilippo, D-133rd

AmyMarie Vizzo-Paniccia, D-134th,

Maria Zambrano Viggiano, D-136th

Aides Nieves, D-137th, President
(Sat in to make quorum)

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures ("Agreement") is made and entered into as of the Effective Date by and between the City of Bridgeport, a municipal corporation of the State of Connecticut ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee's use of the Licensed Site as necessary to utilize, replace or upgrade Licensor's Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor's Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor's Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

1.3 Access. Licensee and its employees, agents, and subcontractors, shall have, at no additional charge, twenty-four (24) hour per day, seven (7) day per week pedestrian and/or vehicular access ("Access") to and over the Structures or Infrastructure, including the Wireless Installations, from an open and improved public road to the Structures or Infrastructure, for the installation, operation, maintenance, repair, removal, or modification of the Wireless Installations and any utilities serving the Structures or Infrastructure. When accessing the Structures or Infrastructure, Licensee may be subject to Licensor's reasonable security procedures and protocol as set forth in the applicable Site License Agreement. Licensor may require evidence of insurance prior to accessing the Structures or Infrastructure.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement Initial Term will automatically renew for four (4) successive five (5) year renewal terms, unless Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee's receipt of Licensor's written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for four (4) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee's intent not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate the Site License Agreement at least six (6) months prior to the expiration of the final Site License Renewal Term, or (ii) the Site License Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Site License Renewal Term, then upon the expiration of the final Site License Renewal Term this Agreement shall continue in force upon the same covenants, terms and conditions for an Annual Term, and for Annual Terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. The yearly Fee during each Annual Term shall be equal to the Fee paid for the last year of the final Site License Renewal Term. If Licensee remains in possession of the Structure and/or Infrastructure after the termination of the Site License Agreement, then Licensee will be deemed to be occupying the Structure and/or Infrastructure on a Holdover Term basis, subject to the terms and conditions of this Agreement, irrespective of whether the Agreement has expired or been terminated.

(d) Notwithstanding anything herein, after the expiration or earlier termination of this Agreement, the terms and conditions of a Site License Agreement which was signed during the Term of the Agreement shall survive and remain in full force and effect until the expiration or earlier termination of such Site License Agreement.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of two hundred and seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation. Notwithstanding the foregoing, in the event Licensor's actual and reasonably incurred costs for an individual Wireless Installation exceed the Fee, Licensor reserves the right, in accordance with the provisions of the FCC Small Cell Order, as may be amended from time to time, to request a Fee in excess of the \$270.00 amount, subject to Licensor providing evidence of such increased actual costs and further provided such actual and reasonable costs are incurred and requested on a nondiscriminatory basis. In the event Licensor requests an increased Fee, Licensee may, in its sole discretion, decide to forego the installation of the Wireless Installation at such location(s).

(b) On the fifth (5th) anniversary of the Commencement Date during the Site License Initial Term and thereafter on the commencement of each Site License Renewal Term exercised by Licensee, the Fee shall increase by Ten Percent (10%) over the Fee paid during the previous five (5) year period.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of

the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission, and Licensor will take reasonable steps to approve or reject each Site License Application within forty-five (45) days of its submission. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within thirty (30) days of Licensor authorizing the Site License

Agreement in accordance with Section 4.2, unless Laws provides a different deadline. Licensee shall have sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provides a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation (the "Due Date"). If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. Any amounts due for Licensor Work costs and not paid by the Due Date shall be subject to a penalty in the amount of 12% per annum for such period the amount remains unpaid past the due date. Any excess amounts which Licensor fails to refund to Licensee may be credited against future payments due to Licensor.

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards of which Licensee is given notice or which are otherwise reasonably promulgated on a non-discriminatory basis to similarly situated occupants and users of Licensor's Structures or Infrastructure, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not create or allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations; provided, however, that if Licensee elects to utilize Licensor's electrical service serving Licensor's Structure or Infrastructure for a particular Wireless Installation, then commencing on the first (1st) day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Installation, Licensee shall pay the amount set forth on the Site License Application per month until such use is discontinued by Licensee. Additionally, Licensee shall have the right, at Licensee's sole cost, to replace existing lighting on a Structure utilized by Licensee either with LED or other form of energy saving lighting design aesthetics reasonably approved by Licensor, and Licensor will own, operate, maintain and repair the replacement mismatched

lighting.

8. OPERATION AND MAINTENANCE SAFETY; PUBLIC NOTICE

8.1. RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee shall install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows or has reason to know that such third party's use may cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner, at no cost to Licensor.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Installation, Licensor shall have the right to cause Licensee to relocate the Wireless Installation subject to the terms and conditions set forth herein; provided, however, Licensor shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure and/or Infrastructure as the case may be, without relocation if it is reasonably possible to do so at Licensee's expense.

(a) Relocation. If Licensor's Public Improvement Project requires Licensee to relocate its Wireless Installation from all or any portion of the Structure and/or Infrastructure, Licensor shall have the right to require Licensee to relocate the Licensed Space upon the following terms and conditions: (i) Licensor shall deliver to Licensee a Relocation Notice to relocate the Wireless Installation; (ii) Licensor shall identify a suitable Relocation Licensed Space to ensure that the Relocation Licensed Space provides substantially similar signal coverage for the Wireless Installation as that of the Licensed Space being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws, at Licensee's expense; (iv) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Licensed Space during such relocation with no additional fee due to Licensor; and (v) the Licensee Fee applicable to such Licensed

Space shall abate until the Wireless Installation achieves full on-air operation in the ordinary course of Licensee's business in the Relocation Licensed Space. Licensee shall not be required to pay any additional application, review or other Licensor fees in connection with any relocation initiated by Licensor. If in Licensee's reasonable judgment no suitable Relocation Licensed Space can be found, then Licensee shall have the right to terminate the applicable Site License Agreement for which Licensor is requiring relocation upon written notice to Licensor, and without penalty or further obligation.

(b) Relocation In The Event of An Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Wireless Installation as warranted by the circumstances pertaining to the Emergency.

9.2 Abandonment. If Licensor determines to Abandon any Structure and/or Infrastructure and Licensor so determines that the Structure and/or Infrastructure does not need to be permanently removed for reasons of public safety or security, then Licensor shall give Licensee ninety (90) days' prior written notice of Licensor's intent to Abandon the Structure or Infrastructure, as the case may be. Within such time, Licensee shall remove or otherwise dispose of its Wireless Installations at which time the Site License Agreement shall automatically terminate without further liability to Licensee. In the event Licensee fails to remove or otherwise dispose of its Wireless Installations in accordance with the foregoing and after thirty (10) days written notice from Licensor, Licensor may do so at Licensee's cost, with such costs accruing interest at 18% per annum until paid by Licensee.

10. INSURANCE

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by Laws, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$2,000,000	General Aggregate Limit
\$1,000,000	Each Occurrence
\$1,000,000	Each Occurrence - Personal Injury and Advertising Injury
\$2,000,000	Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured by policy endorsement on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure, in accordance with Connecticut Law the required insurance under the same terms and conditions as outlined above.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Indemnification By Licensee. To the extent permitted by Laws, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

12.2 Indemnification By Licensor. To the extent permitted by Laws and except for the waiver of subrogation granted by Licensee under Section 10.2(a) above, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnitees, and any of them, may incur, asserted by third parties against Licensee Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Licensor's Structures and/or Infrastructure or breach of the terms of this Agreement by Licensor, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee Indemnitees, or any of them.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following

written notice to Licensor and (ii) the date of removal of the Wireless Installation, as long as Licensee pays Licensor a termination fee equal Twenty-Five Percent (25%) of the Fee, at the then-current rate. Notwithstanding the foregoing, no such termination fee will be payable on account of the termination of a Site License Agreement by Licensee under any termination provision contained in any other Section of this Agreement, including the following: Section 9.1(a), 9.2, 13.2, 13.3(a) or 14. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

14. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure, for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may, be until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensor shall waive the application fee and transfer all remaining rights to the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee's business.

15. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

<p>If to Licensee (including invoices):</p> <p>New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Re: Wireless Installation on Public Structures (City of Bridgeport MAA) (CT) FA No.: _____ 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319</p>	<p>If to Licensor:</p> <p>Mayor, City of Bridgeport Margaret E. Morton Government Center 999 Broad Street Bridgeport, CT 06604</p>
<p>With a copy to the AT&T Legal Department:</p> <p>New Cingular Wireless PCS, LLC Attn: AT&T Legal Dept. - Network Operations Re: Wireless Installation on Public Structures</p>	<p>With a copy to:</p> <p>City Attorney, City of Bridgeport Margaret E. Morton Government Center 999 Broad Street Bridgeport, CT 06604</p>

(City of Bridgeport MAA) (CT)

FA No: _____

208 S. Akard Street

Dallas, TX 75202-4206

Contact Number for day to day operation:

Licensor:

Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

15.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

15.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

15.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

15.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

15.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

15.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

15.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

15.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CITY OF BRIDGEPORT
a Connecticut municipality

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT 1

DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority.

“FCC” means the Federal Communications Commission.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, elected and appointed officials, employees, agents, servants and contractors.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Party” means individually Licensor and Licensee.

“Parties” means Licensor and Licensee collectively.

“Relocation Notice” means a written notice delivered to Licensee at least twelve (12) months prior to the date of Licensor’s desired relocation deadline.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor. Public Improvement Project does not include work undertaken for the benefit of a non-governmental entity, even if such work is performed by Licensor.

“Relocation Licensed Space” means an alternate Licensed Space on a Structure and/or Infrastructure, as the case may be, where Licensor may relocate its Wireless Installation pursuant to a Relocation Notice.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

EXHIBIT 2
SITE LICENSE APPLICATION

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Notes:								

EXHIBIT 3
FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this _____ day of _____, 20____, between _____ [name of City/Town/Village/County/etc.] (“Licensor”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 3 of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

CITY OF BRIDGEPORT

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS

- 1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

FA / USID:

Site Name: CRAN_POLYGON NAME_NODE #

PTN / PACE:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated _____ 20__ prepared by _____ consisting of (____) page(s).

RESOLUTION

Communication No. _____

Subject: Petition From AT&T Connecticut (“AT&T”) Requesting Authorization to Access City Rights-of-Way and City-Owned Light Poles and Traffic Signals (“City-Owned Structures”) to Install Small Cell Antennas (“Small Cell Installations”) Pursuant to a Non-Exclusive Agreement that will Improve and Enhance 5G Wireless Networks and Future 5G Technologies in Accordance with the FCC Small Cell Order Effective on January 14, 2019 (“Small Cell Order”)

WHEREAS the Federal Communications Commission (“**FCC**”) recently removed certain barriers to the deployment of wireless infrastructure and established shorter timeframes for giving notice to States and local governments of requests to install Small Cell Installations in the public interest of spreading current and future 5G capability across the United States (**see Small Cell Order**);

WHEREAS the State of Connecticut adopted Public Act 19-163 (“**Connecticut Small Cell Act**”) for the purpose of streamlining 5G installations on State-owned properties that incorporates federal law and FCC rulings that require access to highways and other State-owned properties for 5G deployment;

WHEREAS the Connecticut Small Cell Act provides that the State Office of Policy and Management, the Public Utilities Regulatory Authority, the Office of Consumer Counsel, the State Broadband Office and the Connecticut Siting Council shall work with municipalities and representatives of the wireless industry to develop streamlined processes for siting Small Cell Installations on municipal property (“**Streamlined Processes**”), which have not yet been adopted;

WHEREAS AT&T has submitted a Petition of New Cingular Wireless PCS, LLC For Access Authorization to City Public Rights of Way & A Non-Exclusive Agreement For City Pole Usage [for] Small Cell Installations” dated August 22, 2019 (the “**Petition**”), which is attached hereto;

WHEREAS the Petition and its associated exhibits explains the benefits of 5G installations and answers frequently-asked questions;

WHEREAS the benefits of an enhanced 5G network include:

- **new capacity for mobile data traffic**
- **new capacity for wireless phone use**
- **faster download speeds**
- **high-speed mobile broadband that supports police and fire departments, ambulance services, schools, hospitals and doctors**
- **ability to use more devices, tablets, smart watches, home assistants**
- **the infrastructure needed to support future 5G technologies, Smart Cities Technology and the Internet of Things technology**

WHEREAS Small Cell Installations are very different from traditional cell towers in the following respects:

- A Small Cell installation is a small box attached to a light pole, traffic pole, roof or side of a public building about 30' above the ground (see sample photos contained in the Petition)
- A network of Small Cell Installations reduces the power and radio transmissions needed for mobile phones to make calls and send data
- Small Cells operate at lower power levels than antennas located on cell towers and reduces the chance that antennas will interfere with one another

and

WHEREAS the City will receive fixed fees for each Small Cell location on an annual basis in accordance with a fee schedule established by the FCC (“**Annual Fees**”); however, the City will be able to charge its usual street-opening permit fees and will be able to receive more than an Annual Fees if it encounters additional costs that it can demonstrate in hosting a Small Cell Installation on a case-by-case basis.

NOW, THEREFORE, BE IT RESOLVED:

That the above recitals are incorporated into the body of this resolution with full legal effect;

That either the Mayor or the Director of Public Facilities or his/her designee, is hereby authorized, with the advice of the Office of the City Attorney, to enter into, execute, and deliver the Non-Exclusive License in substantially the form attached hereto and to enter into, execute and deliver one or more site license agreements for each Small Cell Installation as permitted by the Non-Exclusive License, and is further authorized to deliver such other documents and do such other things as may be necessary relating to the installation of Small Cell Installations that are in the best interests of the City of Bridgeport and its residents consistent with this resolution, including the implementation of any Streamlined Processes and forms that may be adopted in the future by the State of Connecticut pursuant to Public Act 19-163, as it may be amended from time to time.



House Bill No. 7152

Public Act No. 19-163

AN ACT ACCELERATING THE DEPLOYMENT OF 5G WIRELESS FACILITIES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective July 1, 2019*) (a) As used in this section:

(1) "Council" means the Council on 5G Technology established in subsection (b) of this section;

(2) "Department of Energy and Environmental Protection property" means any improved or unimproved real property owned by the Department of Energy and Environmental Protection or subject to an interest in such property owned by said department;

(3) "Department of Transportation public right-of-way property" means any improved or unimproved real property owned by the Department of Transportation that is not a railroad, excess property or associated structures;

(4) "Highway" has the same meaning as provided in section 14-1 of the general statutes;

(5) "Interested person" means a person, as defined in section 3-56a of the general statutes, who owns land in the state that (A) abuts state

House Bill No. 7152

real property, and (B) is within a distance determined by the council in the guidelines adopted pursuant to subsection (c) of this section from the proposed personal wireless service facility or small wireless facility that the council is reviewing pursuant to a request made pursuant to subsection (d) of this section;

(6) "Permitted entity" means a communication infrastructure provider, including, but not limited to, a person authorized to provide communication service in the state, who builds or installs personal wireless service facilities and small wireless facilities and is not a wireless carrier;

(7) "Personal wireless service facilities" has the same meaning as provided in 47 USC 332(c)(7), as amended from time to time;

(8) "Small wireless facilities" has the same meaning as provided in 47 CFR 1.6002, as amended from time to time;

(9) "State real properties" has the same meaning as provided in section 4-67g of the general statutes, except it does not include any (A) Department of Energy and Environmental Protection property, (B) Department of Transportation public right-of-way property, (C) improved or unimproved real property owned by the judicial branch, or (D) improved or unimproved real property owned by the legislative branch; and

(10) "Wireless carrier" means a provider of personal wireless services as defined in 47 USC 332(c)(7).

(b) There shall be a Council on 5G Technology. The council shall consist of the following members or their designees: (1) One employee of the office of the Governor, designated by the Governor; (2) the Secretary of the Office of Policy and Management; (3) the Commissioner of Administrative Services; (4) the Commissioner of Transportation; (5) the Commissioner of Energy and Environmental

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Protection; (6) the president of The University of Connecticut; and (7) the president of the Connecticut State Colleges and Universities.

(c) The council shall adopt guidelines for (1) its operations; and (2) the determinations it makes pursuant to subdivision (2) of subsection (d) of this section, which shall include, but not be limited to, guidelines concerning the safe placement of personal wireless service facilities and small wireless facilities, the protection of open space land when reviewing for use of state real properties submitted in accordance with subdivision (1) of subsection (d) of this section and extensions of time for a determination by the council. The adoption of such guidelines shall not be subject to chapter 54 of the general statutes.

(d) (1) A wireless carrier or permitted entity may request to use state real properties for the placement, construction, maintenance and operation of personal wireless service facilities and small wireless facilities in accordance with this subsection. A request for the use of state real properties shall be submitted to the council using the common form developed pursuant to subsection (g) of this section.

(2) (A) The council shall accept and review requests from wireless carriers or permitted entities for the use of state real properties for the placement, construction, maintenance and operation of personal wireless service facilities and small wireless facilities made using the common form or forms developed pursuant to subsection (g) of this section.

(B) (i) The council shall accept and review comments from any state agency affected by such request and any interested person. In evaluating such requests, the council shall perform due diligence for the portion of each state real property that is the subject of a request, which shall include, but not be limited to, the consideration and assessment of public health and safety effects, state bonding implications and environmental concerns.

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(ii) The Department of Energy and Environmental Protection shall submit comments regarding environmental concerns regarding requests for the use of state real properties for the placement of personal wireless service facilities.

(C) After reviewing any comments submitted from a state agency and any interested person and conducting due diligence, the council shall determine, in accordance with any Federal Communications Commission regulations, rulings or orders, whether a state real property may be used by wireless carriers or permitted entities for the placement, construction, maintenance and operation of personal wireless service facilities or small wireless facilities. In making such determination, the council shall give preference to requests that include the collocation of personal wireless service facilities or small wireless facilities with other wireless carriers or permitted entities. Such determinations shall be made within ninety days of a request by a majority vote of the council, except if the council has determined an extension of time is necessary, pursuant to the guidelines adopted pursuant to subsection (c) of this section.

(D) After the council makes a determination to approve a request pursuant to subparagraph (C) of this subdivision, the council shall submit such approved request as follows: (i) For requests to use state real properties owned by The University of Connecticut, to the president of the University of Connecticut; (ii) for requests to use state real properties owned by the Department of Transportation, to the Commissioner of Transportation; and (iii) for requests to use state real properties not included in clause (i) or (ii) of this subparagraph, to the Commissioner of Administrative Services.

(3) (A) Not later than thirty days after the receipt of the approved request pursuant to subparagraph (D) of subdivision (2) of this subsection, the president of The University of Connecticut shall use the Telecommunications License Agreement, forms and fee structure

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developed pursuant to subsection (g) of this section to execute a license agreement with the wireless carrier or permitted entity that submitted the approved request, provided any such agreement shall be approved by the Secretary of the Office of Policy and Management and the Attorney General. The president shall administer any license agreement executed pursuant to this subparagraph.

(B) Not later than thirty days after the receipt of the approved request pursuant to subparagraph (D) of subdivision (2) of this subsection, the Commissioner of Transportation shall use the Telecommunications License Agreement, forms and fee structure developed pursuant to subsection (g) of this section to execute a license agreement with the wireless carrier or permitted entity that submitted the approved request, provided any such agreement shall be approved by the Secretary of the Office of Policy and Management and the Attorney General. Said commissioner shall administer any license agreement executed pursuant to this subparagraph.

(C) Not later than thirty days after the receipt of the approved request pursuant to subparagraph (D) of subdivision (2) of this subsection, the Commissioner of Administrative Services shall use the Telecommunications License Agreement, forms and fee structure developed pursuant to subsection (g) of this section to execute a license agreement with the wireless carrier or permitted entity that submitted the approved request, provided any such agreement shall be approved by the Secretary of the Office of Policy and Management and the Attorney General. Said commissioner shall administer any license agreement executed pursuant to this subparagraph.

(e) (1) A wireless carrier or permitted entity may request to use Department of Energy and Environmental Protection property for the placement, construction, maintenance and operation of small wireless facilities in accordance with this subsection. Such requests shall be made to the Commissioner of Energy and Environmental Protection

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using the common form developed pursuant to subsection (g) of this section.

(2) The Department of Energy and Environmental Protection shall develop a policy for the placement, construction, maintenance and operation of small wireless facilities on Department of Energy and Environmental Protection property. The development of such policy shall not be subject to chapter 54 of the general statutes. Any request made pursuant to this subsection shall comply with such policy and shall be reviewed by said department in accordance with such policy within ninety days, unless the department determines that an extension of time is necessary. If the department approves a request, the Commissioner of Energy and Environmental Protection shall use the Telecommunications License Agreement, forms and fee structure developed pursuant to subsection (g) of this section to execute a license agreement with the wireless carrier or permitted entity that submitted the approved request within thirty days of such approval, provided any such agreement shall be approved by the Secretary of the Office of Policy and Management and the Attorney General. Said commissioner shall administer any license agreement executed pursuant to this subparagraph. Nothing in this subdivision shall be deemed to require the Department of Energy and Environmental Protection to make Department of Energy and Environmental Protection property available for the siting of personal wireless service facilities.

(f) (1) A wireless carrier or permitted entity may request to use Department of Transportation public right-of-way property for the placement, construction, maintenance and operation of small wireless facilities in accordance with this subsection.

(2) The Department of Transportation shall make highways and Department of Transportation public rights-of-way available for placement, construction, maintenance and operation of small wireless facilities in accordance with any applicable Federal Communications

House Bill No. 7152

Commission regulations, rulings or orders. Any request made pursuant to this subsection shall be administered by said department and shall be consistent with, to the extent applicable, the department's policy, as amended from time to time, regarding the installation of new utility facilities on any state or interstate highway, the American Association of State Highway and Transportation Officials' Policy on the Accommodation of Utilities on Freeway Rights-of-Way and any regulations or policies adopted by the Federal Highway Administration. Nothing in this subdivision shall be deemed to require the department to make structures over the traveled portion of a limited access state highway available for placement, construction, maintenance and operation of small wireless facilities.

(g) On or before November 1, 2019, the Office of Policy and Management, the Department of Energy and Environmental Protection, the Department of Administrative Services and the Department of Transportation shall jointly develop: (1) One or more Telecommunication License Agreements that shall govern (A) the placement of personal wireless service facilities and small wireless facilities on state real properties, buildings, structures or any other property owned by the state, (B) the placement of small wireless facilities on highways and Department of Transportation public right-of-way property; (2) a common form or set of forms for requests made pursuant to subsections (d), (e) and (f) of this section; and (3) a fee structure for requests made pursuant to subsections (d), (e) and (f) of this section. Any Telecommunication License Agreement developed pursuant to this subsection shall be subject to approval by the Attorney General prior to being used pursuant to this section.

(h) At the time it submits its first request and every two years thereafter, any wireless carrier or permitted entity that submits or has submitted a request for the use of state real property pursuant to subsection (d) of this section, if such wireless carrier or permitted

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entity anticipates making another request in the next two calendar years, shall submit to the council such wireless carrier's or permitted entity's master plan or equivalent plan for personal wireless service facilities and small wireless facilities. Any master plan or equivalent plan submitted pursuant to this section may be used by the council in the administration of this section and shall be deemed a trade secret and exempt from public disclosure pursuant to section 1-210 of the general statutes, and shall be marked as such by the council.

(i) Nothing in this section shall be construed to prohibit a wireless carrier or permitted entity from requesting the use of property owned by the state that is not subject to this section for the installation of personal wireless service facilities or small wireless facilities. Such request shall be made to the state agency that owns such property. Any agency that receives a request pursuant to this subsection shall grant or reject such request not later than ninety days after receiving such request.

(j) Nothing in this section shall be construed to supersede any existing rules and requirements that require the review and approval of permits for proposed personal wireless service facilities that are subject to the jurisdiction of the Connecticut Siting Council and the Public Utilities Regulatory Authority.

Sec. 2. (NEW) (*Effective July 1, 2019*) (a) The Office of Policy and Management, in consultation with the Public Utilities Regulatory Authority, the Office of Consumer Counsel, the State Broadband Office and the Connecticut Siting Council, shall work with municipalities and representatives of the wireless industry to encourage the establishment of streamlined processes for siting small wireless facilities on municipal property, in accordance with any applicable Federal Communications Commission rules, regulations or orders. For purposes of this section, "small wireless facilities" has the same meaning as provided in 47 CFR 1.6002, as amended from time to time,

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and "municipal property" means property owned by a municipality, municipal public rights-of-way and buildings, structures and easements owned by municipalities, and does not include real and personal property of a public service company as defined in section 16-1 of the general statutes.

(b) Not later than January 30, 2020, the Secretary of the Office of Policy and Management, in accordance with section 11-4a of the general statutes, shall make recommendations concerning the establishment of streamlined processes for siting small wireless facilities on municipal property to the joint standing committee of the General Assembly having cognizance of matters relating to energy and technology.

Approved July 9, 2019

CITY OF BRIDGEPORT

-----X
Petition of New Cingular Wireless PCS, LLC

To the City of Bridgeport City Council

For Access Authorization to City Public Rights of Way &

A Non-Exclusive Agreement for City Pole Usage

Small Cell Installations

August 22, 2019
-----X

Introduction

New Cingular Wireless PCS, LLC (“AT&T”) respectfully submits this Petition requesting that the City Council adopt a resolution granting AT&T authority to access City public rights-of-way in the City of Bridgeport in accordance with federal, state and local requirements for small cell installations principally associated with City owned traffic and street lights or streetlight poles owned by United Illuminating (“UI”).

AT&T’s request for consent and authority for AT&T’s installation, operation and maintenance of antennas, equipment and related lines and associated utility equipment (“Small Cells”) in, over, and under the City’s public rights-of-way in connection with the provision of wireless and telecommunications services to the public in Bridgeport is limited to Small Cells within the City’s jurisdiction under federal and state laws.

This request does not apply to Small Cells installed in public rights of way that involve UI electric distribution poles, state highways or any facilities in the public right of way under the exclusive jurisdiction of the State Department of Transportation, the Public Utilities Regulatory Authority (“PURA”) or the Connecticut Siting Council.

Small Cells - Utility Infrastructure

AT&T is a Federal Communications Commission ("FCC") licensee that provides "personal wireless services" and "telecommunications services" as such terms are defined in the Communications Act (47 U.S.C. §§ 253, 332).

Small Cells predominantly consist of cellular radio access points comprised of an antenna and an equipment cabinet that are mounted to an existing, replacement or new structure within the public rights-of-way, such as a utility pole or City-owned street light.

Attached in Exhibit 1 is a two-page summary entitled "AT&T and Small Cells" which answers several frequently asked questions on why Small Cells are needed for its network, what they are, how AT&T is collaborating with Connecticut municipalities along with resident support for this type of technology and some of the ways AT&T continues to invest in the State.

Also attached in Exhibit 1 is information on the safety of Small Cells and the FCC's recent announcement that its exposure standards are current and up to date as part of a proceeding considering any potential changes to its RF emission standards for all communications frequencies, including those used in wireless services and Small Cells.

AT&T Small Cells in Fairfield County Cities & Towns and Bridgeport

AT&T has and continues to obtain approvals from PURA for Small Cells being deployed on UI and Eversource electric distribution poles throughout lower Fairfield County's towns and cities. These Small Cells will provide enhanced wireless services to local neighborhoods and commercial centers to enable users to access AT&T's state-of-the-art, fully digital system for voice communications, messaging, and data transmission and reception. Attached as Exhibit 2 are copies of plans and a FCC compliance report for an actual AT&T Small Cell utility pole installation in Bridgeport approved by PURA. Several AT&T Small Cells are being deployed on UI utility poles in the City of Bridgeport to serve current and future AT&T network requirements for wireless coverage and capacity similar to those in the photograph also included in Exhibit 2.

Federal, State and City Legal Requirements for Small Cells in Public Rights of Way

The State of Connecticut adopted legislation, which Governor Lamont signed into law on June 25, 2019, to stimulate continued investment in wireless networks and future 5G technologies. Importantly, Public Act No. 19-163 streamlines leasing review of state-owned properties for towers, rooftop facilities and small cells, incorporates federal law and FCC rulings requiring the State DOT to authorize access to highways for small cells, preserves PURA's exclusive small cell siting jurisdiction over utility pole attachments and makes clear that municipalities will need to provide access to municipal owned poles for small cell siting in Connecticut.

As related to this Petition, under federal, state and City laws, the City Council has authority to grant consent for access to City owned public rights of way for Small Cell equipment used by AT&T.¹ AT&T's request to access public rights-of-way in the City for Small Cells is governed by the FCC's recent Small Cell rules and regulations as same are implemented by the City.² Additionally, it should be noted that AT&T already has a pole attachment agreement with UI that includes its authority to install Small Cells on UI streetlights or utility poles in City streets, subject to any street permits the City may require.³

Specific Request for City Public Right of Way Access Consent and Approval of an Agreement for AT&T's proposed Small Cells on City Owned Poles

AT&T's request to access public rights-of-way to install, operate and maintain Small Cells in City streets and on City of Bridgeport owned poles is subject to reasonable terms and conditions incorporated into the City Council's authorization and consent resolution including that:

- AT&T's Small Cells on City Owned Poles or UI streetlights shall be subject to any notice and permit application(s) and approvals required pursuant to Title 12 of the City Code and governing utility installations in City streets;

¹ See Chapter 5 of the City Charter; Title 12 of the City Code of Ordinances Related to Streets, Sidewalks and Public Places (Section 12.16.250 and City Council consent to street installations).

² Effective on January 14, 2019, *In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Inv.*, FCC 17-84, 2018 WL 4678555 (OHMSV Sept. 26, 2018) ("FCC Small Cell Order").

³ See Section 12.12.010 and 12.12.030 of the City Code of Ordinances.

- In reviewing permit applications for Small Cells, the City shall apply standard and customary requirements applied to other similarly-situated utilities installing facilities in City public rights-of-way;
- Small Cells installed, operated and maintained on UI streetlights shall be constructed in accordance with the applicable UI pole attachment requirements for any such UI streetlights;
- Small Cells installed, operated and maintained on City owned traffic, streetlight or other City owned structures in City streets shall be constructed in accordance with the applicable City requirements for the structure in question and subject to the form of non-exclusive agreement approved for use by the City's Law Department and imposed as a condition of the City's consent and authorization for use of City owned structures;
- AT&T shall compensate the City annually for each Small Cell on a City owned pole in accordance with the FCC Small Cell Order rate and methodologies set forth therein;
- AT&T shall obtain and maintain insurance as specified in the form of non-exclusive agreement approved for use by the City's Law Department as a condition of the City's consent; and
- AT&T shall comply with all applicable federal, state, and such City Code provisions legally applicable to the Small Cells.

These provisions and requirements will address the City's management of its City owned public rights of way and City owned structures in accordance with Section 253(c) of the Communications Act and the 2018 FCC Small Cell Order.

City Council Approval Request

AT&T requests that the City Council adopt a Resolution authorizing its access to City public rights of way and approval of a Non-Exclusive Agreement for AT&T Small Cells on City owned poles in its public rights of way in Bridgeport in order to meet the needs of the public and the ongoing demand for AT&T's wireless network services.

John Emra, President
Kelly Wade Bettuchi, Associate Director
External & Legislative Affairs
AT&T Connecticut
555 Long Wharf Drive
New Haven, CT 06511
203-974-6495



By: _____
Christopher B. Fisher, Esq.
Counsel to New Cingular Wireless PCS, LLC
Cuddy & Feder, LLP
445 Hamilton Avenue
White Plains, NY 10601
914-761-1300

Exhibit 1

AT&T and Small Cells

Why do we need to enhance our network?

- Consumer demand for data has grown and will continue to grow as the technology of tomorrow becomes part of our daily lives.
 - Mobile data traffic on AT&T's national wireless network increased more than **470,000%** between 2007 and 2018.
 - Connecticut has seen a **188% increase** in wireless phone subscribers since 2000; and since 2010, the number of wireless-only households more than **doubled**.



- **The existing infrastructure cannot support the surging demand of today and the data-heavy technology of tomorrow. *Small Cells can help***

What are Small Cells?

- Small Cells are small, unobtrusive antennae devices that fit on existing infrastructure (traffic lights, utility poles, etc.) to **boost capacity and speed** in targeted, high-traffic areas.

Why are Small Cells the best solution for the demands of today and tomorrow?

- Small Cells will provide **enhanced service** for our customers and your constituents (i.e. faster download speeds, better coverage). These devices will also help lay the foundation for future technologies, such as: **5G, Smart Cities, Internet of Things**.

Why does AT&T want to collaborate with municipalities to deploy Small Cells?

- AT&T has invested in our Connecticut communications network, our people and our local communities for 141 years. (*See reverse side for more information*).

- We are committed to providing our customers the best service possible. At the same time, we recognize the exciting opportunities that future technologies will offer businesses, municipalities, and individuals. We are committed to a future network that will **maximize this potential**.
- Our continued partnership can ensure your residents are taking advantage of the most cutting-edge network possible and put your community at the **forefront of innovation**.

Connecticut residents support small cells

A statewide survey of Connecticut AT&T customers taken in October 2018 showed:

- **94%** of respondents support small cells installation in their community.
- **97%** of respondents believe high-speed mobile broadband is important for police and firefighters, schools, hospitals and doctors, local governments and others in their community
- **92%** of respondents want faster downloads and the ability to use more devices, tablets, smart watches, home assistants, etc.





AT&T has invested in our Connecticut communications networks, our people and local communities for 141 years.

building for tomorrow

More than \$200 million
invested by AT&T in its best-in-class wired and wireless networks in
Connecticut from 2015-2017.¹

367
wireless upgrades made in Connecticut in 2016-2018 including 19
new cell sites.¹

99.9 percent
of Connecticut covered by the AT&T Mobile Broadband network
as of Nov. 02, 2018.¹

100 percent
of population in Connecticut covered by the AT&T Mobile
Broadband network as of Nov. 02, 2018.¹

157
Wi-Fi hotspots in Connecticut as of Jan. 29, 2019.

community impact

3,143 students
mentored by our employees in Connecticut through Aspire
Mentoring Academy from 2012 to 2017.

More than 13,100 hours
of personal time given by AT&T employees in Connecticut to
community outreach activities in 2017 – worth more than
\$315,000.²

More than \$2.2 million
contributed by AT&T, the AT&T Foundation and our employees
from 2015 - 2017 through giving programs in Connecticut.

environmental impact

42
alternative fuel vehicles operated in Connecticut as of Dec. 31,
2018.

93
energy efficiency projects in Connecticut in 2017 resulted in
annualized savings of more than 1.3 million kilowatt hours and the
equivalent of removing 141 cars from the road annually.

jobs and economic support

More than 1,200
AT&T employees working in Connecticut as of Dec. 31, 2018.

5,341
AT&T retirees living in Connecticut as of Dec. 31, 2018.

140
retail locations in Connecticut, including our company-owned
retail stores, authorized dealerships and national retail stores as of
Jan. 31, 2019.

More than \$80 million
generated in local and state taxes by AT&T operations in
Connecticut in 2017.

Approximately 85
veterans working for AT&T in Connecticut as of Dec. 31, 2018.³



Please visit <http://connecticut.att.com> for more information.

¹ This metric is calculated based on zip codes covered by legislative districts. Because data is calculated for the full zip code, numbers may be overstated for legislative districts that cover only portions of a particular zip.

² The financial equivalent is based on the annual industry standards from Independent Sector.

³ The number of veteran employees is calculated from those who have self-identified as veterans. Since identifying as a veteran is voluntary, there may be more veterans than the number shown.



Small cells in communities

AT&T places the safety of its customers, workers, and communities first, even as we begin deploying next generation technologies to keep you connected. Below are some things to know about the safety of RF signals from small cell facilities.



Network capacity and mobile device performance are improved with small cells.

- Because small cells help optimize the network for its users, it reduces the power and radio transmissions – including RF energy – mobile phones use to make calls and send data.
- This helps mobile devices deliver increased data capacity, faster connectivity speeds and an overall better wireless experience, while helping maintain affordability for consumers.



Small cell facilities are different than traditional cell towers.

- Small cells typically are located 30 feet or more above the ground on light, traffic, or utility poles.
- Small cell facilities operate at power levels lower than antennas on cell towers. These low power operations reduce the chance that they will interfere with each other.



Small cell facilities must comply with the FCC regulations that limit human exposure to RF signals.

- Those regulations were developed by expert scientists and engineers after extensive reviews of scientific literature related to RF biological effects and supported by other federal agencies (e.g., U.S. Environmental Protection Agency, Food and Drug Administration, National Institute for Occupational Safety and Health and Occupational Safety and Health Administration).¹
- These limits are conservative, with a “prudent safety factor,”² which has been described as a fifty-fold safety factor below known potential health effects from RF exposure.³ And, small cell facilities generate RF exposure to the general public that is *hundreds of times below* conservative FCC limits.
- Government agencies continue to monitor the science to determine whether changes in safety limits are needed to protect human health.



AT&T has a rigorous RF safety program.

- All of our wireless facilities, including small cell deployments, are designed and built to comply with the FCC exposure limits.
- AT&T's small cell facilities will comply with the RF exposure limits.

As we coordinate with state and local officials to deploy small cells, AT&T is committed to working with communities to provide the best possible service in the most responsible way.

¹ See <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety#Q2>

² Id.

³ Testimony of Christopher L. Davis, Professor of Electrical and Computer Engineering, University of Maryland, before the Michigan House Energy Policy Committee (May 29, 2018), available at <http://www.house.mi.gov/SharedVideo/PlayVideoArchive.html?video=ENR-052918-2.mp4> (Prof. Davis Testimony)

⁴ Prof. Davis Testimony. See also, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields, QET Bulletin 65, at 14 (1997) (“For antennas mounted higher than 10 meters, measurement data on cellular facilities have indicated that ground-level power densities are typically hundreds to thousands of times below the new MPE limits.”)

Media Contact:

Neil Grace, (202) 418-0509

Neil.Grace@fcc.gov

For Immediate Release

**CHAIRMAN PAI PROPOSES TO MAINTAIN CURRENT
RADIOFREQUENCY EXPOSURE SAFETY STANDARDS**

*FCC's RF Exposure Limits for Handheld Devices are Among the
Most Stringent in the World*

WASHINGTON, August 8, 2019—Federal Communications Commission Chairman Ajit Pai shared with his colleagues today a proposal that would continue to ensure the health and safety of workers and consumers of wireless technology. Following more than six years of public input and review, the proposal would maintain the Commission's existing radiofrequency (RF) exposure limits. The United States' RF exposure limits for handheld devices are among the most stringent in the world.

The proposal would also establish a uniform set of guidelines for ensuring compliance with the limits regardless of the service or technology, replacing the Commission's current inconsistent patchwork of service-specific rules. In addition, Chairman Pai is proposing that the Commission seek comment on establishing rules formalizing its existing methods of determining compliance with the RF exposure standard for high-frequency devices.

"The FCC sets radiofrequency limits in close consultation with the FDA and other health agencies. After a thorough review of the record and consultation with these agencies, we find it appropriate to maintain the existing radiofrequency limits, which are among the most stringent in the world for cell phones," said Julius Knapp, chief of the FCC's Office of Engineering and Technology.

As Jeffrey Shuren, Director of the Food and Drug Administration's Center for Devices and Radiological Health, wrote to the FCC, "[t]he available scientific evidence to date does not support adverse health effects in humans due to exposures at or under the current limits..." and "[n]o changes to the current standards are warranted at this time."

The draft item includes these main components:

- *Maintaining the current standard:* The item would maintain the existing RF exposure limits and thus resolve the Commission's 2013 Notice of Inquiry that sought public input on whether to strengthen or relax its existing RF exposure limits.
- *Establishing uniform rules for determining compliance with RF standards:* The item would establish a uniform set of guidelines, agnostic to the service or technology, using science-based metrics around frequency, distance, and power, to determine how entities assess whether they are in compliance with RF standards.

- *Formalizing the application of the existing standard to certain frequencies:* The item would seek comment on establishing a rule to formalize the Commission's existing methods of determining compliance with the RF exposure standard for devices operating at high frequencies.

For more information on RF exposure limits, visit: <https://www.fcc.gov/rfsafety>.

###

Media Relations: (202) 418-0500 / **ASL:** (844) 432-2275 / **TTY:** (888) 835-5322 / **Twitter:** @FCC / www.fcc.gov

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

Exhibit 2

AT&T SITE ID: BRIDGEPORT_58A

20 5TH ST

BRIDGEPORT, CT 06607

VICINITY MAP (NOT TO SCALE)



DRIVING DIRECTIONS

FROM ROCKY HILL, CT:
 DEPART ENTERPRISE DR TOWARD CAPITOL BLVD. 0.4 MI. TURN LEFT ONTO CAPITOL BLVD. 0.3 MI. TURN LEFT ONTO WEST ST. 0.3 MI. TAKE RAMP LEFT FOR I-91 S. 9.6 MI. AT EXIT 17, TAKE RAMP RIGHT FOR CT-15 SOUTH TOWARD E. MAIN ST / W. CROSS PKWY. 26.4 MI. AT EXIT 54, TAKE RAMP RIGHT FOR MILFORD PKWY TOWARD MILFORD. 2.0 MI. TAKE RAMP RIGHT FOR I-95 SOUTH TOWARD BRIDGEPORT / N.Y. CITY. 7.0 MI. AT EXIT 29, TAKE RAMP RIGHT FOR SEAVIEW AVENUE TOWARD HOSPITAL / STRATFORD AVENUE. 0.3 MI. TURN LEFT ONTO SEAVIEW AVE. 0.3 MI. TURN LEFT ONTO BEARDSLEY ST. 0.2 MI. ARRIVE AT SITE ON THE RIGHT.

REV.
0
0
0
0

PROJECT DESCRIPTION

1. INSTALLATION OF ANTENNA AND ASSOCIATED EQUIPMENT ON EXISTING UTILTY
2. THIS IS AN UNMANNED AND RESTRICTED ACCESS EQUIPMENT SITE AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF CELLULAR AND WIRELESS INTERNET SERVICE.
3. AT&T MAINTENANCE CREW (TYPICALLY ONE PERSON) WILL MAKE AN AVERAGE ONE TRIP PER MONTH AT ONE HOUR PER VISIT.

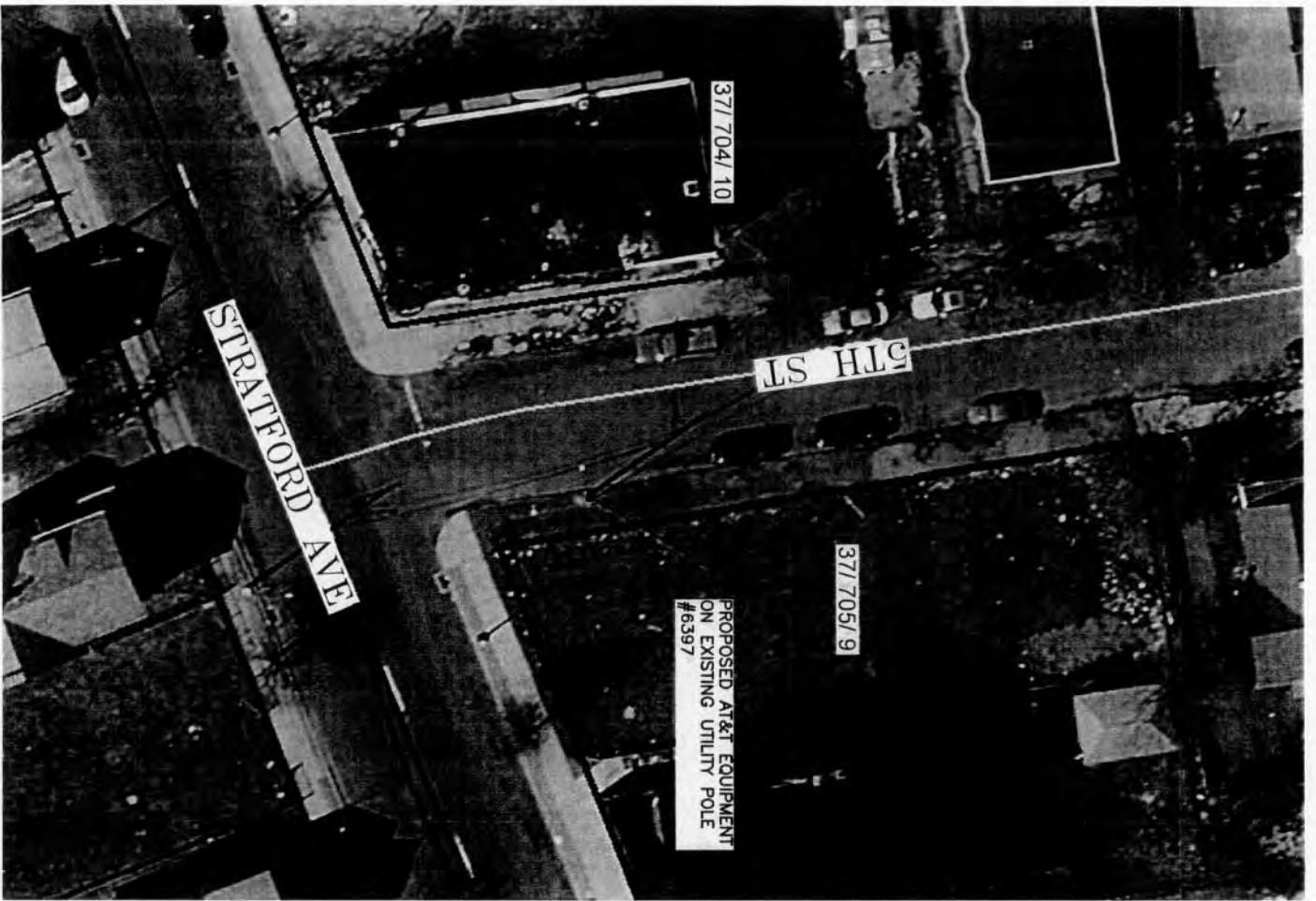
DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON SITE IMMEDIATELY NOTIFY THE PROJECT OWNER'S REPRESENTATIVE IN WRITING OF DISCREPANCIES WITH THE WORK OR BE RESPONSIBLE FOR SAME.

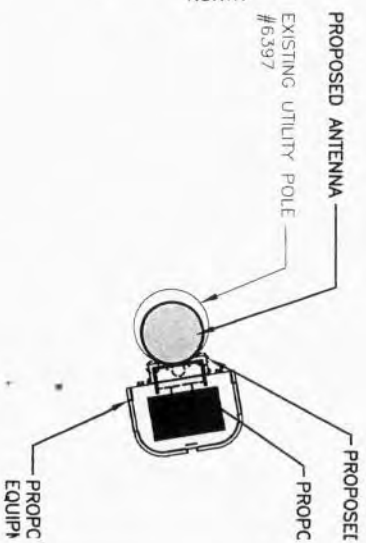
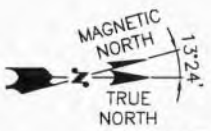
72 HOURS

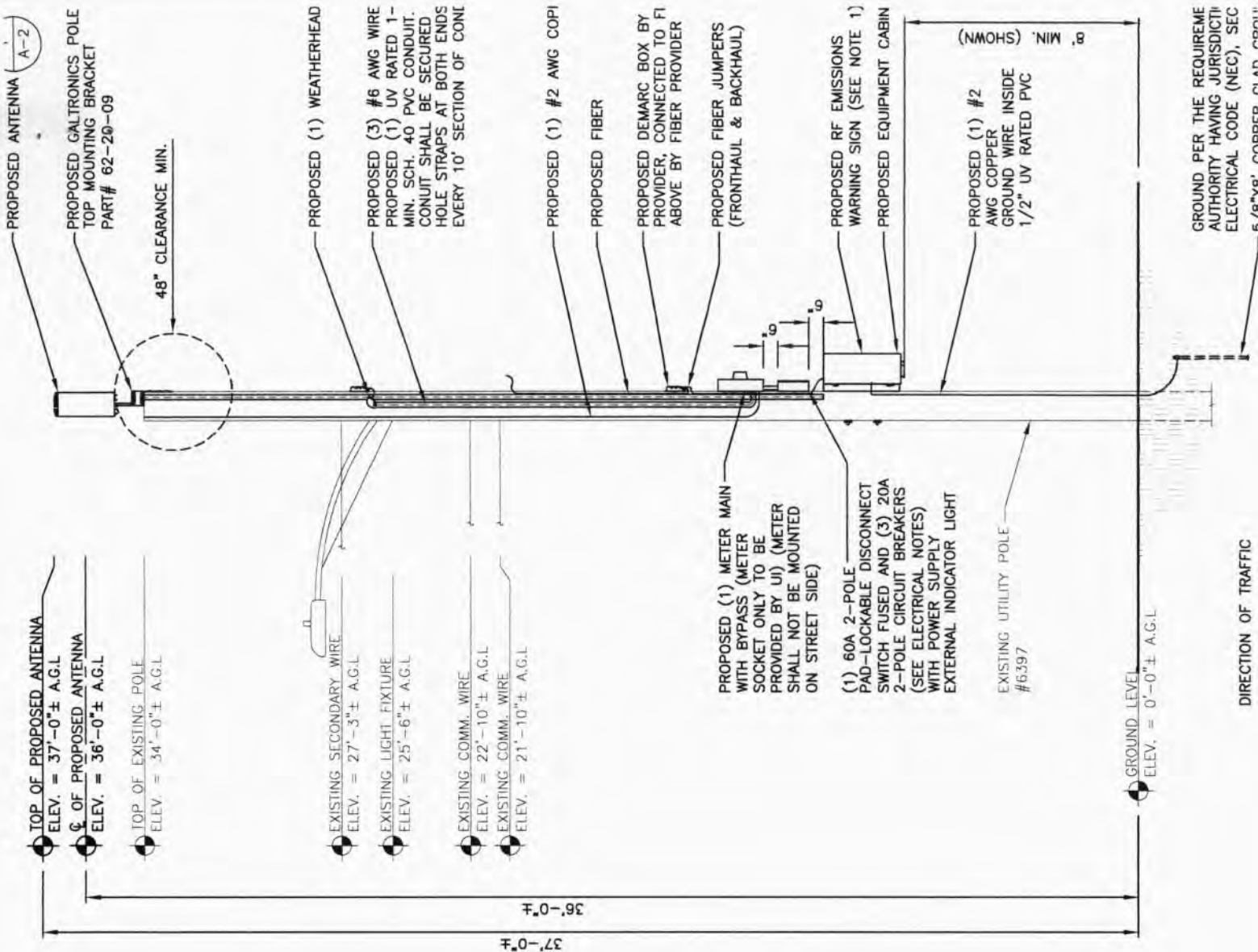
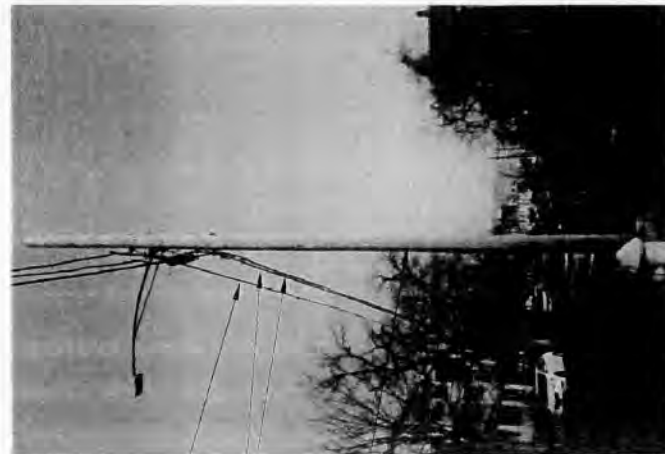
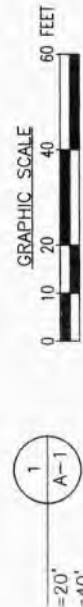


CALL BEFORE YOU DIG



INFORMATION		
PARCEL	OWNER	ADD
37 / 705 / 9	BRIDGEPORT CITY OF	45 LYON BRIDGEFOR
37 / 704 / 10	PETTWAY NOLAND ET AL	1081 STF BRIDGEFOR





GALTRONICS

480/6621/
16621 OR EQUAL

S:
0.0" φ
9 LBS.

FACIAL
AREA:
= 1.72 SF

JNT PER
JNER'S
IONS.

MODEL	QTY	L	W	D	WGT.
2203	2	8.0"	8.0"	4.0"	11 LB
2205	1	8.0"	8.0"	4.0"	11 LB

RRH DETAIL

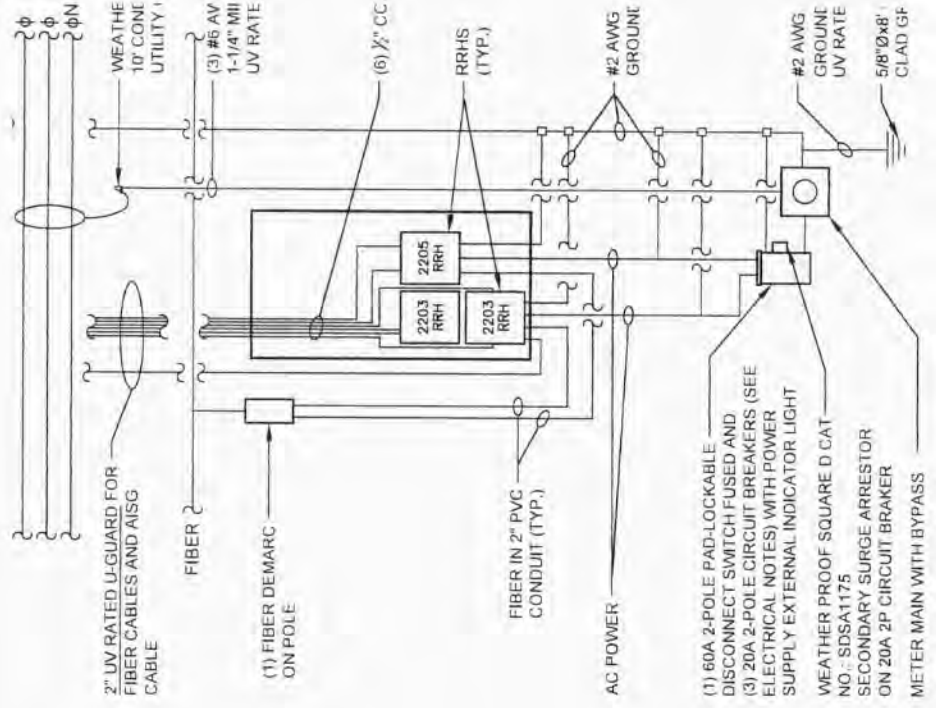
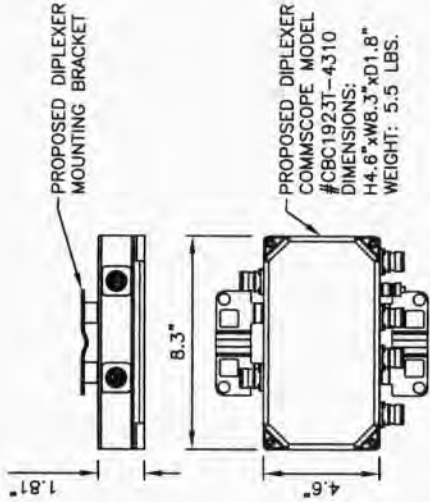
SCALE: N.T.S

2
A-2

**DIPLEXER DETAIL
(AS REQUIRED)**

SCALE: N.T.S

3
A-2



GENERAL WIRING DIAGRAM

SCALE: N.T.S

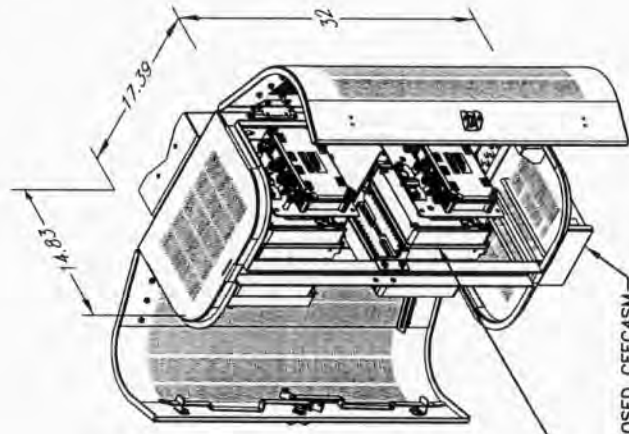
6
A-2

RED ANTENNA

USED
ONICS POLE
MOUNTING
LET PART#
1-09
F: 5 LBS.



USE MILBANK
MODEL NO.:
U2272-RL-5
OR APPROVE!



PROPOSED CFEC4SM
EQUIPMENT SHROUD
(OR SIMILAR)
DIMENSIONS:
H32" x W18" x D12"
WEIGHT: 70 LBS.

CABINET FACIAL
SURFACE AREA:
17.39" x 32.0"
= 3.86 SF

NO BATTERY BACKUP OR AUXILIARY OUTLETS
FOR BACKUP POWER ARE BEING PROVIDED
IN THIS DESIGN

2
A-2



Radio Frequency Emissions Analysis Report

AT&T

Site Name: **BRIDGEPORT_58A**

20 5th Street
Bridgeport, CT 06607

October 15, 2018

Centerline Communications Project Number: 950012-179

Site Compliance Summary	
Compliance Status:	Compliant
Site total MPE% of FCC general population allowable limit:	0.393 %

October 15, 2018

AT&T Mobility – New England
Attn: John Benedetto, RF Manager
550 Cochituate Road
Suite 550 – 13&14
Framingham, MA 06040

Emissions Analysis for Site: **BRIDGEPORT_58A**

Centerline Communications, LLC (“Centerline”) was directed to analyze the proposed AT&T facility to be located on **Utility Pole # 6397** near **20 5th Street, Bridgeport CT 06607** for the purpose of determining whether the emissions from the proposed facility are within specified federal limits.

All information used in this report was analyzed as a percentage of current Maximum Permissible Exposure (% MPE) as listed in the FCC OET Bulletin 65 Edition 97-01 and ANSI/IEEE Std C95.1. The FCC regulates Maximum Permissible Exposure in units of microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). The number of $\mu\text{W}/\text{cm}^2$ calculated at each sample point is called the power density. The exposure limit for power density varies depending upon the frequencies being utilized. Wireless Carriers and Paging Services use different frequency bands each with different exposure limits, therefore it is necessary to report results and limits in terms of percent MPE rather than power density.

All results were compared to the FCC (Federal Communications Commission) radio frequency exposure rules, 47 CFR 1.1307(b)(1) – (b)(3), to determine compliance with the Maximum Permissible Exposure (MPE) limits for General Population/Uncontrolled environments as defined below.

General population/uncontrolled exposure limits apply to situations in which the general population may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general population would always be considered under this category when exposure is not employment related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Population exposure to radio frequencies is regulated and enforced in units of microwatts per square centimeter ($\mu\text{W}/\text{cm}^2$). The general population exposure limits for the 1900 MHz (PCS) and 5 GHz (B46) bands is $1000 \mu\text{W}/\text{cm}^2$.



Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits, as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Additional details can be found in FCC OET 65.

CALCULATIONS

Calculations were performed for the proposed facility using the equipment information listed below. All calculations were performed per the specifications under FCC OET 65. Since AT&T is proposing focused omnidirectional antennas, which project most of the emitted energy out toward the horizon, all calculations were performed assuming a lobe representing the maximum gain of the antenna per the antenna manufactures supplied specifications, minus 10 dB, was focused at the base of the tower. This is a very conservative estimate since the gain reduction in actual applications is typically greater than 10 dB in the direction of ground immediately surrounding the facility. Real world emissions values from this facility are expected to be lower than values listed in this report at ground level. For this report the sample point is the top of a 6-foot person standing at the base of the tower.

Per FCC OET Bulletin No. 65 - Edition 97-01 recommendations to achieve the maximum anticipated value at each sample point, all power levels emitting from the proposed antenna installation are increased by a factor of 2.56 to account for possible in-phase reflections from the surrounding environment. All power values expressed and analyzed are maximum power levels expected to be used on all radios.

For each sector the following channel counts, frequency bands and power levels were utilized as shown in *Table 1*:

RRH #	Technology	Frequency Band	Channel Count	Transmit Power per Channel (W)
1	LTE	1900 MHz (PCS Band)	2 (2 x 2 MIMO)	5
2	LTE	1900 MHz (PCS Band)	2 (2 x 2 MIMO)	5
3	LTE	5 GHz (Band 46)	2 (2 x 2 MIMO)	0.316

Table 1: Channel Data Table

The following antennas listed in *Table 2* were used in the modeling for transmission in the 1900 MHz (PCS) and 5 GHz (Band 46) frequency bands. This is based on information from the carrier with regard to anticipated antenna selection. Maximum gain values for all antennas are listed in the AT&T Antenna Inventory & Power Levels table (*Table 3*) below in the Results section. The maximum gain of the antenna per the antenna manufactures supplied specifications, minus 10 dB, was used for all calculations. This value is a very conservative estimate as gain reductions for these particular antennas are typically much higher in this direction.

Sector	Antenna Number	Antenna Make / Model	Antenna Centerline (ft)
A	1	Galtronics Extent P6480i	36

Table 2: Antenna Data

All calculations were done with respect to uncontrolled / general population threshold limits.

RESULTS

Per the calculations completed for the proposed AT&T configurations *Table 3* shows resulting emissions power levels and percentages of the FCC's allowable general population limit.

Antenna ID	Antenna Make / Model	Frequency Bands	Antenna Gain (dBd)	Antenna Height (ft)	Channel Count	Total TX Power (W)	ERP (W)	MPE %
Antenna A1	Galtronics Extent P6480i	1900 MHz (PCS Band)	6.85 dBd	36	4	20	96.83	0.387
Antenna A1	Galtronics Extent P6480i	5 GHz (Band 46)	3.85 dBd	36	2	0.632	1.53	0.006
Sector A Composite MPE%								0.393

Table 3: AT&T Antenna Inventory & Power Levels



FCC OET 65 specifies that for carriers utilizing directional antennas that the highest recorded sector value be used for composite site MPE values due to their greatly reduced emissions contributions in the directions of the adjacent sectors. *Table 6* below details a breakdown by frequency band and technology for the MPE power values for the maximum calculated AT&T sector(s). Since this proposed facility is utilizing an omnidirectional antenna there is only one sector for this site (Sector A).

AT&T Frequency Band / Technology Max Power Levels	# Channels	Watts ERP (Per Channel)	Height (feet)	Total Power Density ($\mu\text{W}/\text{cm}^2$)	Frequency (MHz)	Allowable MPE ($\mu\text{W}/\text{cm}^2$)	Calculated % MPE
AT&T 1900 MHz (PCS) LTE	4	24.21	36	3.87	1900 MHz (PCS)	1000	0.387%
AT&T 5 GHz (Band 46) LTE	2	0.77	36	0.06	5 GHz (Band 46)	1000	0.006%
Sector A Total:							0.393%

Table 6: AT&T Maximum Sector MPE Power Values

Summary

All calculations performed for this analysis yielded results that were **within** the allowable limits for general population exposure to RF Emissions.

The anticipated maximum composite contributions from the AT&T facility as well as the site composite emissions value with regards to compliance with FCC's allowable limits for general population exposure to RF Emissions are shown here:

AT&T Sector	Power Density Value (%)
Sector A:	0.393%
AT&T Maximum Site Total:	0.393%
Site Total:	0.393%
Site Compliance Status:	COMPLIANT

The anticipated composite MPE value for this site assuming all carriers present is **0.393%** of the allowable FCC established general population limit sampled at the ground level.

FCC guidelines state that if a site is found to be out of compliance (over allowable thresholds), that carriers over a 5% contribution to the composite value will require measures to bring the site into compliance. For this facility, the composite values calculated were well within the allowable 100% threshold standard per the federal government.



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Sample Image of Small Cell - Utility Pole Installation

