ADDENDUM
TO
AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 2, 2026

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

ADDED:

ITEMS FOR IMMEDIATE CONSIDERATION:

141-25 Resolution presented by Council President Herron & Co-sponsor(s): Newton, Lyons, Ortiz, Cruz, Smith and Medina re: Proposed resolution regarding the Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez, **FOR IMMEDIATE CONSIDERATION**.

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 2, 2026

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

CITY COUNCIL MEETINGS ARE STREAMED LIVE ON YOUTUBE,
TO VIEW MEETINGS, PLEASE VISIT THE LINK BELOW:

https://www.youtube.com/channel/UCcRV6ZHL1FS2cc9PhHQH0fw

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 21, 2026

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

123-25 Communication from Mayor re: Reappointment of Paul Miller (R) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.

124-25 Communication from Mayor re: Reappointment of Eric Johnson Sr. (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.

125-25 Communication from Mayor re: Reappointment of Ralph Ford (D) to the Civil Service Commission, referred to Miscellaneous Matters Committee.

126-25 Communication from Mayor re: Reappointment of Sarah Lewis (D) to the Fire Commission, referred to Public Safety and Transportation Committee.

130-25 Communication from Mayor re: Appointment of Andy Toledo (D) to the Representative Policy Board of the Aquarion Regional Water District, referred to Miscellaneous Matters Committee.

132-25 Communication from City Attorney re: Proposed Workers' Compensation Stipulation in the Matter of John J. Brenner Jr. v. City of Bridgeport, Claim No. W000920399, referred to Miscellaneous Matters Committee.

134-25 Communication from Central Grants re: Grant Submission: U.S. Department of Justice FY26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#28312), referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

135-25 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health FY27 Per Capita Funding Allocation (#27220), referred to Economic and Community Development and Environment Committee.

136-25 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#27532), referred to Economic and Community Development and Environment Committee.

137-25 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#27540), referred to Economic and Community Development and Environment Committee.

139-25 Communication from City Attorney re: Proposed Resolution Approving an Electric Vehicle Charging Station Site Owner Agreement with Voltpost, Inc., referred to Contracts Committee.

140-25 Communication from Public Facilities re: Proposed Resolution regarding the Agreement with Save the Sound Designing and Demonstrating Green Infrastructure, referred to Economic and Community Development and Environment Committee.

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

127-25 Resolution presented by Council Member Pereira re: Proposed Amendment to the Municipal Code of Ordinances, Title 2 – Administration and Personnel, amend Chapter 2.06 – Common Council, referred to Ordinance Committee.

128-25 Resolution presented by Council Member Pereira re: Proposed Amendment to the Municipal Code of Ordinances, Title 2 – Administration and Personnel, amend Chapter 2.56 – Boards and Committees Generally, referred to Ordinance Committee.

129-25 Resolution presented by Council Member Pereira re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 8.20 – Food and Food Establishments, amend Section 8.20.590 – Food Vending License, referred to Ordinance Committee.

131-25 Resolution presented by Council Member Pereira re: A proposed Meeting with the Bridgeport Delegation & Lobbyist Prior to the 2027 Legislative Session, referred to Miscellaneous Matters Committee.

133-25 Resolution presented by Council Member Pereira re: Proposed resolution regarding legal authority concerning the Office of Legislative Service Request Form, referred to Miscellaneous Matters Committee.

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

138-25 Resolution presented by Council Member Murray re: Proposed Amendment to the Municipal Code of Ordinances, Title 8 – Health and Safety, amend Chapter 8.80 – Noise Control Regulations, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON:

104-25 Contracts Committee Report re: Agreement with the Bridgeport School Crossing Guards Association regarding their Collective Bargaining Unit Contract from September 1, 2026 to June 30, 2031, **DENIED**.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 2, 2026 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	**SUBJECT**
1.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Municipal Governance.
2.) Stephen Nelson 24A Stoneridge Road Bridgeport, CT 06606	Towing, Boots, Taxes and WPCA Complaint.
3.) Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Trash.
4.) Maria Pereira 80 Granfield Avenue Bridgeport, CT 06610	City Council Decorum & Effectiveness.

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. #123-25 Ref'd to Miscellaneous Matters Committee on 11/2/2026

TO: Lydia N. Martinez

FROM: Andy Toledo

DATE: October 23, 2026

RE: Boards & Commissions

Please place the following name on the November 2, 2026 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Zoning Board of Appeals:**

Paul Miller (R)
149 Grovers Avenue
Bridgeport, CT 06605

This term shall expire on 12/31/2029.

JPG/AT

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. #124-25 Ref'd to Miscellaneous Matters Committee on 11/2/2026

TO: Lydia N. Martinez

FROM: Andy Toledo

DATE: October 23, 2026

RE: Boards & Commissions

Please place the following name on the November 2, 2026 City Council Agenda for referral to the miscellaneous Committee for the purpose of reappointment to the **Zoning Board of Appeals:**

Eric Johnson Sr. (D)
1225 Madison Avenue
Bridgeport, CT 06606

This term shall expire on 12/31/2029.

JPG/AT

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. #125-25 Ref'd to Miscellaneous Matters Committee on 11/2/2026

TO: Lydia N. Martinez

FROM: Andy Toledo

DATE: October 23, 2026

RE: Boards & Commissions

Please place the following name on the November 2, 2026 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Civil Service Commission:**

Ralph Ford (D)
50 Ridgefield Avenue
Bridgeport, CT 06610

This term shall expire on 9/30/2031

JPG/AT

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. #126-25 Ref'd to Public Safety & Transportation Committee on 11/2/2026

TO: Lydia N. Martinez

FROM: Andy Toledo

DATE: October 23, 2026

RE: Boards & Commissions

Please place the following name on the November 2, 2026 City Council Agenda for referral to the **Public Safety & Transportation Committee** for the purpose of
reappointment to the **Fire Commission:**

Sarah Lewis (D)
355 Remington St
Bridgeport, CT 06610

This term shall expire on 12/31/2028.

JPG/AT

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. 130-25 Ref'd to Miscellaneous Matters Committee on 11/2/2026

TO: Lydia N. Martinez

FROM: Daniel Shamas

DATE: October 27, 2026

RE: Boards & Commissions

Please place the following name on November 2, 2026 City Council Agenda for referral to the miscellaneous Committee for the purpose of appointment to the **Representative Policy Board Of The Aquarion Regional Water District:**

Andy Toledo (D)
1545 Old Town Road
Bridgeport, CT 06606

This term shall expire on 6/30/2029.

JPG/AT

COMM. #132-25 Ref'd to Miscellaneous Matters Committee on 11/2/2026

MARK T. ANASTASI
6 Watson Way
Shelton, CT 06484

City of Bridgeport
Phone: (203) 673-7218
Email: Mark.Anastasi@bridgeportct.gov

Home office
(203) 513-8690
martulana@aol.com

November 9, 2020

RECEIVED
CITY CLERK'S OFFICE
26 OCT 14 PM 4:12
CITY CLERK

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

Re: NOTICE OF INTENT TO SETTLE LITIGATION FOR $20,000 OR LESS
Pursuant to Authority Granted by BPT Code of Ordinances, Sec. 2.10.130 A.
Proposed Workers' Compensation Stipulation in the Matter of
***John J. Brenner Jr. v. City of Bridgeport* D/I: 3/6/07**
CLAIM NO.: W000920399 WWC FILE NO.: 400067899
CLAIM for Survivor's Benefits under the Heart & Hypertension Act

Dear Councilpersons:

BPT Code of Ordinances Sec. 2.10.130 A. authorizes and empowers the City Attorney to settle legal claims and lawsuits in amounts greater than ten thousand dollars ($10,000.00) but not to exceed twenty thousand dollars ($20,000.00) no sooner than twenty (20) days after providing written notice of intent to settle to the city council via the city clerk, and provided no councilperson requests via the city clerk during the twenty (20) day notice period that the proposed settlement be submitted to the city council for approval.

Pursuant to such authority, kindly be advised that the City Attorney's Office proposes to fully and finally settle the above-referenced Workers' Compensation / HH litigation filed by retired and deceased BPT Police Officer John J. Brenner, Jr. and his surviving widow for a total of $19,500.

This settlement is recommended by Joseph Passaretti, Jr., Esq. of Monstream Law Group, LLP (one of the City's outside legal counsel for workers' compensation matters), PMA (the City's workers' compensation manager), and Monquencelo T. Miles, City Benefits Manager. Settlement payment will be made from the City's Workers' Compensation operating budget. Thank you for your attention to this matter.

Very truly yours,
Mark T. Anastasi /s/
Mark T. Anastasi, Esq.

cc: Tyisha S. Toms, City Attorney
Joseph J. Passaretti, Jr., Esq.
Monquencelo T. Miles, Benefits Mgr.

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Director

JOSEPH P. GANIM
Mayor

Comm. #134-25 Ref'd to Public Safety & Transportation Committee on 11/2/2026

October 9, 2026

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

RE: **Resolution – U.S. Department of Justice FY 26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#28312)**

Dear Ms. Martinez,

Attached please find a Grant Summary and Resolution for the **U.S. Department of Justice FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or angelica.ojeda@bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office

RECEIVED
2026 OCT 28 AM 11:36
CITY CLERK

GRANT SUMMARY

PROJECT TITLE: **U.S. Department of Justice FY 26 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#28312)**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Angelica Ojeda**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is eligible to seek funding from the JAG Grant Program for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, by means which include the purchase of equipment. JAG funding is a statutory formula allocation based on violent crime data and population.

Funding will be utilized to purchase surveillance technology, investigative and data-analysis software, and specialized K9 training and equipment to help officers identify crime patterns, develop investigative leads, and target areas with higher levels of criminal activity.

CONTRACT PERIOD: 10/1/2025-9/30/2029

FUNDING SOURCES (include matching funds):	
Federal:	$ 123,801
State:	$ 0
City:	$ 0
Other:	$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Travel:	$9,200
Equipment:	$96,490
Supplies:	$18,111
Other:	$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: **N/A**		
Equipment:	$ 0	$ 0
Other:	$ 0	$ 0

A Resolution by the Bridgeport City Council

Regarding the
U.S. Department of Justice
FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
(#28312)

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 2026 Edward Byrne Memorial Justice Assistance (JAG) Grant;** 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;

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 submit 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 its **FY 2026 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and

2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Justice** 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 CENTRAL GRANTS
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Director

JOSEPH P. GANIM
Mayor

Comm. #135-25 Ref'd to ECD & Environment Committee on 11/2/2026

October 22, 2026

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

RE: Resolution –State of Connecticut Department of Public Health FY 27 Per Capita Funding Allocation (#27220)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health Per Capita Funding Allocation** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or Candice.peterkin@bridgeportct.gov.

Thank you,

Candice Peterkin
Central Grants Office

GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Public Health FY 27 Per Capita Funding Allocation (#27220)**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Candice Peterkin**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Health and Social Services Department is seeking funding made available to full-time health department programs via state aid. The purpose of this funding is to assist municipalities with monitoring health status to identify and solve community health problems, identify and investigate health hazards, inform, educate, and empower persons in the community, and enforce laws and regulations that protect health and ensure safety.

The FY 27 allocation of $322,905.87 is based on a $2.13 appropriation per resident based on the city's population (151,599). In addition, the funding not utilized from previous years in the amount of $196,527.00 is being carried over. The total amount for this grant is $519,432.87

CONTRACT PERIOD: 7/1/2026-6/30/2027

FUNDING SOURCES (include matching funds):	
Federal:	$ 0
State:	$ 519,432.87
City:	$ 0
Other:	$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	$236,772.62 (68.68% Director of Health, 100% of Grant Coordinator, 25.00% of Public Health Emergency Preparedness Coordinator)
Contractual:	$ 92,840.00 1. Provide accreditation support, strategic planning, and community health engagement - $22,000 2. Provide interpretation and translation services for Health Department programs and materials - $10,000 3. Provide leadership coaching and operational support to strengthen department management and coordination -$25,000 4. Provide front and back office administrative support, including phones, permits, requisitions, deposits, and payments -$25,840 5. Provide food inspection and marshal services for large-scale events, violations, and emergency orders - $10,000
Supplies:	$ 4,462.42 (General office supplies such as paper, binders, folders, writing materials, cleaning supplies, and outreach/display materials)
Computer Equipment, Software & Data:	$30,438 (iPads, Lenovo Computers, data coverage and fees for iPads, iPad cases, Cell Phone service, and cell phone cases for subcontractors and health inspectors)

Marketing, Outreach, & Public Education :	S 67,685.59 1. Hearst Media - $22,933.32: Development and publication of four Health Department educational articles focused on priority public health topics. 2. The Marketing Row - $42,000: Advertising and outreach through radio, print, bus wraps, billboards, and other public-facing media. 3. Promotional Giveaways - $2,752.27: Branded outreach items such as pens and stress balls for health fairs, farmers markets, emergency preparedness events, and other community activities.
Training, Professional Development & Program Support:	S 36,552.50 1. Professional Development - $10,000: Four staff training sessions focused on quality improvement, supervision, leadership, emergency preparedness, and communication. 2. EnerGov Licenses - S20,995: Five licenses for the City's permitting, licensing, and inspection management system 3. SurveyMonkey - S360: Annual subscription to support surveys and data collection. 4. Canva - $648: Subscriptions for Health Department staff to create outreach, education, and communication materials. 5. Microsoft 365 - S4,549.50
Printing and Publication:	S2,250.00 (Print Shop & Digital Chameleon; printing costs will support flyers, fact cards, and Other educational materials used as part of the health education outreach program)
Annual Department Expense:	S45,756.00 1. PHAB Annual Accreditation - S8,400: Annual costs associated with maintaining the Health Department's Public Health Accreditation Board accreditation and required standards. 2. CureMD - $15,000: Annual electronic health records system used by Health Department clinics to manage patient information and clinical services. 3. CHNA - $20,000: Consultant support for the Community Health Needs Assessment to identify local health priorities and guide future programs and services. 4. AED Service - $2,356: Annual service and maintenance for AED units located at clinics, Mobile Unit, City Hall, and Margaret Morton Government Center.
Miscellaneous:	S2,675.74 (Furniture; Tables, Chairs & Tents)

MATCH REQUIRED		
	CASH	IN-KIND
Source: **N/A**		
Salaries/Benefits:		

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Public Health
FY 27 Per Capita Funding Allocation (#27220)

WHEREAS, the **State of 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 **State of Connecticut Department of Public Health FY 27 Per Capita Funding Allocation**; and

WHEREAS, funds under this grant will be used to support core public health functions; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning, and enforce laws and regulations that protect health and ensure safety

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **FY 27 Per Capita Funding Allocation**; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee, **the Director of Central Grants,** to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health FY 27 Per Capita Funding Allocation** 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 CENTRAL GRANTS
999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Director

JOSEPH P. GANIM
Mayor

Comm. #136-25 Ref'd to ECD & Environment Committee on 11/2/2026

October 7, 2026

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

Dear Ms. Martinez,

Re: Resolution – State of Connecticut Department of Children and Families – Youth Services Bureau (#27532)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Children and Families – Youth Services Bureau** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or Candice.peterkin@bridgeportct.gov.

Thank you,

Candice Peterkin
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2026 OCT 28 AM 11:36
BRIDGEPORT, CT

GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Children and Families – Youth Services Bureau (#27532)**

NEW x RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Candice Peterkin**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services seeks funding to support youth programs funded through the Youth Services Division. Funding from this program will support recreation and outreach programs for Bridgeport youth. Services included in this program address critical issues such as juvenile justice, mentoring & leadership programs, and youth development. The City will subcontract with nonprofit organizations to carry out these activities.

CONTRACT PERIOD: July 1, 2026 – June 30, 2027

FUNDING SOURCES (Including Match Funds)	
Federal:	$ 0
State:	$ 132,456.00
City:	$ 116,445.00
Other:	$ 0
Total:	$ 248,901.00

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	$ 72,734.00 50% Youth Program Manager Salary, approximately 12.4% Administrative Assistant Salary, approximately 14.25% Special Projects Coordinator Salary 13.4% Youth Program Manager fringe, approx. 12.4% Administrative Assistant fringe, approx. 14.25% Special Projects Coordinator Salary Fringe
Construction:	$ 0
Contractual:	$ 59,722.00 (Selected through an RFP process)
Total Grant Funds:	$132,456.00

MATCH PROJECT FUNDS REQUESTED (Lighthouse General Fund)	
Contractual:	$115,445 (Selected through an RFP process)
Other:	$1,000 1. Printing and Publication of YSB Newsletter ($350.00) 2. Refreshments for meetings including YSB orientation and other youth-related trainings/meetings ($500.00) 3. Office Supplies ($150.00)
Total Match:	$116,445.00 (Lighthouse General Fund)

Regarding the

State of Connecticut Department of Children and Families

Youth Services Bureau (#27532)

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

WHEREAS, this funding has been made possible through the **Youth Services Bureau**; and

WHEREAS, funds under this grant will be used to fund Youth Services administrative staff and non-profit organizations to provide direct program services for youth; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support Youth Service Bureau activities.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Children and Families** for the purpose of its **Youth Services Bureau**; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau** 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 CENTRAL GRANTS
999 Broad Street
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ISOLINA DeJESUS
Director

JOSEPH P. GANIM
Mayor

COMM. #137-25 Ref'd to ECD & Environment Committee on 11/2/2026

October 7, 2026

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

Dear Ms. Martinez,

Re: Resolution – State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#27540)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or Candice.peterkin@bridgeportct.gov.

Thank you,

Candice Peterkin
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
26 OCT 28 AM 3:36

GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#27540)**

NEW x RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Candice Peterkin**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services seeks funding to provide community youth with enhancements to existing juvenile justice, child welfare, sport programs, parental education, mentoring programs, and community outreach and positive youth development services. The City will continue to subcontract with Bridgeport's Juvenile Review Board (JRB) to provide case management services to youth referred to Bridgeport's JRB for status and misdemeanor offenses, including linking youth to community opportunities and services to prevent them from reoffending. Positive interventions should include mentoring, tutoring, pro-social activities, and special events.

CONTRACT PERIOD: July 1, 2026 – June 30, 2027

FUNDING SOURCES (Including Match Funds)	
Federal:	$ 0
State:	$ 45,772.00
City:	$ 0
Other:	$ 0
Total:	$ 45,772.00

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	$ 0
Supplies:	$ 0
Construction:	$ 0
Contractual:	$ 45,772.00

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Children and Families

Youth Services Bureau Enhancement Grant (#27540)

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

WHEREAS, this funding has been made possible through the **Youth Services Bureau Enhancement Grant**; and

WHEREAS, funds under this grant will be used to provide funding to support juvenile justice programming; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support the Juvenile Review Board.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Children and Families** for the purpose of its **Youth Services Bureau Enhancement Grant**; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. 139-25 Ref'd to Contracts Committee on 11/02/2026.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Tyisha S. Toms

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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

Email: James.Maye@Bridgeportct.gov

999 Broad Street
Bridgeport, CT 06604-4328

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Raymond J. Rigat
Dina A. Scalo

October 28, 2026

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

Re: **Site Owner Agreement with VoltPost, Inc. (Electric Vehicle Chargers)**

Dear Honorable Councilpersons,

Chadwick Schroeder, Sustainability Manager, has submitted to the Council a proposed Resolution Authorizing Mayor to enter into a Site Owner Agreement with Volpost, Inc. to install electric charging stations at various locations in Bridgeport.

Kindly be advised that the Lease Agreement is of proper and sufficient legal form and consistent with Ordinance 3.08.040 (Execution of contracts – consultation with city attorney).

Very truly yours,

James T. Maye
Associate City Attorney

cc: Jose Tiago
Aaron Curry
Chadwick Schroeder

RECEIVED
CITY ATTORNEY'S OFFICE
26 OCT 28 AM 4:34
CITY CLERK

RESOLUTION APPROVING AN ELECTRIC VEHICLE CHARGING STATION SITE OWNER AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND VOLTPOST, INC.

WHEREAS, Voltpost, Inc. is a Delaware corporation having its principal place of business at 575 Fifth Avenue, Floor 14, New York, New York 10017; and

WHEREAS, the City of Bridgeport and Voltpost, Inc. propose to enter into an Electric Vehicle Charging Station Site Owner Agreement under which Voltpost, Inc. may install, operate, and maintain electric vehicle charging stations at locations owned or controlled by the City; and

WHEREAS, the proposed Agreement is a master agreement without a fixed overall term, and the term applicable to each charging station will commence upon its installation and commissioning and continue for the period specified in Appendix A to the Agreement; and

WHEREAS, Appendix A currently identifies one Voltpost Air Dual Port Charger at Bridgeport Downtown, 234 John Street, Bridgeport, Connecticut 06604, and one Voltpost Air Dual Port Charger at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604, each having an initial station term of one year from its installation date; and the Agreement permits the parties, by mutual written agreement reflected in updates to Appendix A, to add additional Sites and/or Stations from time to time; and

WHEREAS, Voltpost, Inc. will be responsible for installing and maintaining the charging stations, and the stations will remain the property of Voltpost, Inc.; and

WHEREAS, Voltpost, Inc. will pay the City a revenue share equal to five percent of the revenue generated by each charger, calculated annually in arrears and paid once per calendar year; and

WHEREAS, the City's obligations under the proposed Agreement are subject to the availability of appropriated funds; and

WHEREAS, the City Council finds that approval of the proposed Agreement is in the best interests of the City of Bridgeport and its citizens.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Bridgeport, that the Electric Vehicle Charging Station Site Owner Agreement between the City of Bridgeport and Voltpost, Inc., in substantially the form presented to the City Council, is hereby approved, ratified, and confirmed, including the Agreement provisions authorizing the addition of future Sites and/or Stations through mutually approved updates to Appendix A; and that the Mayor, or the Mayor's designee, is hereby authorized to execute and deliver the Agreement on behalf of the City and, to execute future Appendix A updates, together with any related instruments, certificates, appendices, amendments, and other documents, necessary to add additional Sites or Stations under the Agreement.

voltpost

Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

Voltpost Electric Vehicle Chargers: Site Owner Agreement

This Electric Vehicle Charging Station Site Owner Agreement (this "Agreement"), dated as of the effective date set forth on the signature page hereto (the "Effective Date"), is entered into by and between Voltpost, Inc. (Voltpost) a Delaware corporation having its principal place of business at 575 5th Ave, Floor 14, New York, NY 10017 ("Voltpost"), and the Site Owner identified on the signature page hereto ("Site Owner"). Voltpost and Site Owner are each a "Party" to this Agreement and together are the "Parties."

This Agreement sets out the general terms and conditions under which Voltpost may install, operate, and maintain Electric Vehicle Charging Stations ("Stations") at one or more locations owned or controlled by the Site Owner ("Sites"). The specific Sites and corresponding Stations covered by this Agreement shall be identified in Appendix A (Sites and Chargers), which may be updated from time to time by mutual written agreement of the parties to add additional Sites and/or Stations. Each Site and Station added to Appendix A shall be subject to the terms and conditions of this Agreement without the need for further amendment.

Background
The Site Owner seeks to host Voltpost Stations installed at the Site(s).

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term**. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. The parties acknowledge that this Agreement does not have a fixed overall term and is intended to serve as a master agreement governing the installation and operation of Stations at multiple Sites over time.

2. **Non-Appropriation.** The obligations of Site Owner under this Agreement are subject to the availability of appropriated funds. If funds are not appropriated or otherwise made available to support continued performance, Site Owner may terminate this Agreement, any Site, or any Station, upon written notice without penalty or further liability, and Voltpost shall be paid for services properly performed through the effective date of termination.

3. **Term of Stations.** The term applicable to each Station (the "Station Term") shall commence on the date such Station is installed and commissioned at the applicable Site and shall continue for the duration specified in Appendix A with respect to that Station, unless earlier terminated in accordance with this Agreement. Each Station Term shall be independent of the term applicable to any other Station installed under this Agreement.

4. **Equipment**. Voltpost (or its designated subcontractor) will install Voltpost Chargers (each a "Station" and together, the "Stations") on the Site(s) identified in Appendix A. A product specification sheet for the Station is provided in the attached Appendix B.

5. **Access to Site and Station(s)**. During the Term, Site Owner shall provide Voltpost and its employees, agents, and subcontractors with all requested access to the Site and Stations for make-ready work, installation, maintenance, data collection, and other uses consistent with this Agreement. If requested, Voltpost will attempt to give Site Owner at least 48 hours' prior notice before entering the Site; however, factors outside Voltpost's control may not always permit such prior notice. Voltpost will not be responsible for any delays related to Site Owner's failure to comply with any of its obligations hereunder. Access shall be coordinated with Site Owner to avoid interference with governmental operations and public safety activities. Site Owner may temporarily restrict access during emergencies, special events, or for governmental purposes.

6. **Access to Information**. Site Owner acknowledges that Voltpost will be collecting Station usage data, including charge event information, such as utilization rate, energy dispensed, charger uptime, duration of the plug-in event, duration of the charging period, and other data related to use of the Station, which may include personally identifiable information (collectively, "Data"). Voltpost shall collect, use, and safeguard any personally identifiable information in accordance with its privacy policy and applicable data protection laws. Voltpost shall not sell Data relating to individual drivers to third parties, and shall disclose such Data to third parties only to the extent reasonably necessary to provide, operate, maintain, or improve the Station or Voltpost's charging services (including, without limitation, to payment processors, network operators, and service or maintenance providers). Site Owner acknowledges that the Data may be used by Voltpost for any lawful purpose, including, without limitation, analyzing usage, charging patterns, and the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles. Site Owner hereby expressly grants Voltpost rights to the Data as described in this paragraph.

   Data Privacy; Cybersecurity; Breach Notification. Voltpost shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect all Data and information collected, stored, processed, or transmitted in connection with the Stations from unauthorized access, use, disclosure, alteration, or destruction. Voltpost shall notify Site Owner in writing within forty-eight (48) hours after discovery of any actual or reasonably suspected cybersecurity incident, security breach, unauthorized disclosure, or compromise affecting the Site, the Stations, City systems, or any Data. Such notice shall include all information reasonably available regarding the nature of the incident, affected information, corrective actions taken, and planned remediation measures. Voltpost shall cooperate fully with Site Owner in investigating and responding to any such incident. Voltpost shall not sell, monetize, disclose, or otherwise provide Station Data, whether aggregated or anonymized, to any third party

without Site Owner's prior written consent, except as required by law or as reasonably necessary to operate the Stations.

7. **Records; Audit**. Voltpost shall maintain complete and accurate books and records relating to operation of the Stations, tariffs charged, uptime, maintenance, repairs, Data as defined in Section 6, and revenue under Section 8 for at least six (6) years. Site Owner may audit such records upon reasonable notice during normal business hours not more than once annually; provided, however, that Site Owner may conduct additional audits when reasonably necessary to investigate discrepancies, verify revenue calculations, investigate service outages or maintenance issues, verify compliance with this Agreement, or investigate suspected violations of law.

8. **Revenue Share**. Voltpost agrees to pay the Site Owner a revenue share equal to five percent (5%) of revenue generated by each charger. Revenue share will accrue beginning on the Effective Date of each charger and will be calculated annually in arrears. Notwithstanding differing Effective Dates among chargers, Voltpost will make a single consolidated payment to the Site Owner once per calendar year covering all chargers, with each charger's revenue share calculated from its respective Effective Date through the applicable annual reporting period. Voltpost shall provide an annual statement detailing per-Station revenue, fees, adjustments, and calculation of the five percent (5%) share, certified by an officer of Voltpost, subject to audit under Section 7. Payment shall be due within thirty (30) days of statement delivery.

9. **Maintenance**. During the Term, Voltpost shall be responsible for maintaining the Stations in good working order. Such repair and maintenance shall be at Voltpost's cost and expense, except if the need for the repairs and maintenance arises out of the negligence, intentional misconduct or other fault of Site Owner or its employees, agents, contractors, or invitees, in which event Site Owner shall reimburse Voltpost for the cost of such maintenance and/or repair within thirty (30) days after Voltpost's written request for reimbursement. Voltpost shall operate and maintain each Station in a manner designed to achieve not less than ninety-seven percent (97%) operational uptime on an annual basis, excluding scheduled maintenance and force majeure events. Voltpost shall respond to reported outages within twenty-four (24) hours and shall commence repairs within seventy-two (72) hours after notification. Failure to meet these standards on a recurring basis shall constitute grounds for termination under Section 22.

10. **Environmental; Hazardous Materials.** Voltpost shall handle, store, use, and dispose of all materials in compliance with environmental laws and shall not introduce any hazardous materials to the Site except as necessary for lawful performance. Voltpost shall promptly remediate, at its expense, any release of hazardous materials caused by Voltpost or its contractors and shall indemnify Site Owner for related claims.

11. **Publicity**. Voltpost shall not use Site Owner's name, logos, or images of City facilities for marketing or publicity without Site Owner's prior written consent, except for factual, non-promotional identification of Site locations. Any permitted publicity shall not imply City endorsement.

12. **Property Rights**. Any lamppost or pole installed by Voltpost on the Site is and will be the property of the Site Owner during and after the Term of this Agreement. Voltpost will provide all reasonably requested information pertaining to such lampposts or poles, including to assist Site Owner in calculating the value of such improvement to the Site. Stations are and will remain the property of Voltpost at all times. Upon removal of any Voltpost property, Voltpost shall restore affected areas to a condition reasonably comparable to pre-installation condition, ordinary wear excepted.

    Additional Deployment Method – Voltpost-Owned Pole. In certain deployments, Voltpost may install a new pole located near and then electrically connected to an existing utility-owned pole for the purpose of supporting the Stations and other equipment. In such instances, notwithstanding the foregoing, the newly installed pole shall remain the property of Voltpost and shall be operated and maintained by Voltpost for the duration of the Term. Upon expiration or termination of this Agreement, Voltpost shall remove such pole at Voltpost's expense if requested by the Site Owner or applicable authority. Removal shall include restoration of surfaces and utilities impacted by such pole, at Voltpost's expense.

13. **Restrictions**. The Stations may not be sold, retired, disposed of, removed, or moved from their place of installation during the Term, without the prior written consent of Voltpost. Site Owner will not cause or permit the filing of any security interest, lien, or other encumbrance against the Stations and shall offer Voltpost all reasonably requested assistance in connection with obtaining the release or satisfaction of any such interest, lien, or encumbrance. Site Owner will not, and will not permit any third party to: (a) remove any product identification markings, serial numbers, proprietary markings, branding, safety notices or legal notices from Technology or any support material or alter or remove any branding on Technology; (b) use Stations for any purpose other than that for which they were designed; (c) attempt to repair, maintain, modify or service Stations except with Voltpost's express prior written consent; or (d) use Stations other than in accordance with this Agreement and in compliance with all applicable laws and regulations. Notwithstanding the foregoing, Site Owner may cover, relocate, modify, or require removal of branding, signage, markings, or other visual elements associated with the Stations as necessary to comply with applicable law, governmental directives, public safety requirements, municipal policies, or operational needs.

14. **Transfer of Change in Ownership or Control**. Transfer or Change in Ownership or Control. Each party will provide the other prompt, prior, written notice of any actual, intended, or pending transfer or change in ownership or control of (a) in the case of Site

Owner, any Host Site(s), or (b) in the case of Voltpost, Voltpost or the portion of its business responsible for performance under this Agreement. Each party will offer the other all reasonably requested assistance in connection with assigning this Agreement and all applicable purchase orders (or other ordering documentation) to the relevant successor party or parties — whether the party(ies) controlling the Host Site(s) or the party(ies) succeeding to Voltpost's interest, as applicable — subsequent to the consummation of such transaction. If such assignment cannot be completed, this Agreement may be terminated by either party with reasonable written notice to the other party, subject to all applicable provisions hereof.

15. **Insurance**.

    a. Coverages. Voltpost shall maintain, at its expense: (i) Commercial General Liability (occurrence form) with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability covering owned, hired, and non-owned autos with a limit not less than $1,000,000 combined single limit; (iii) Workers' Compensation as required by law and Employers' Liability with limits not less than $500,000 each accident/disease; and (iv) Technology Errors & Omissions/Cyber liability with limits not less than $1,000,000 per claim and aggregate. Such cyber liability coverage shall include coverage for data breach response costs, notification expenses, credit monitoring, forensic investigation, regulatory proceedings, privacy liability, network security liability, and costs associated with responding to cybersecurity incidents affecting Site Owner or Station operations.
    b. Additional Insured; Primary and Noncontributory. Site Owner shall be named as additional insured on the policies required under this section on a primary and noncontributory basis, including ongoing and completed operations (CG 20 10 and CG 20 37 or equivalent).
    c. Waiver of Subrogation. All policies shall include a waiver of subrogation in favor of Site Owner to the fullest extent permitted by law.
    d. Certificates. Prior to any on-site work and upon renewal, Voltpost shall furnish certificates of insurance and additional insured endorsements reasonably acceptable to Site Owner.
    e. Duration. The insurance shall be maintained from the Effective Date through at least one (1) year after removal of the last Station.

16. **Limitation of Liability**. Except for liability arising from (i) a party's indemnification obligations, (ii) bodily injury (including death) or damage to real or tangible personal property, (iii) gross negligence or willful misconduct, (iv) infringement or misappropriation of intellectual property, or (v) breach of confidentiality or violation of law, neither party shall be liable for consequential, incidental, special, exemplary, or punitive damages. Nothing in this Section 16 limits Site Owner's rights or remedies at law or in equity where such limitation is prohibited by applicable law.

17. **Indemnification and Defense.**

a. Voltpost shall indemnify, defend, and hold harmless Site Owner and its officers, employees, agents, and representatives from and against any and all claims, demands, suits, liabilities, damages, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees and court costs) to the extent arising out of or related to: (i) the installation, ownership, operation, maintenance, repair, use, or removal of the Stations or any Voltpost-owned poles; (ii) bodily injury (including death) or damage to real or personal property caused by Voltpost or its employees, agents, contractors, or invitees; (iii) Voltpost's breach of this Agreement; (iv) infringement or misappropriation of any intellectual property right by the Stations or Voltpost's materials; or (v) any lien, claim, or encumbrance asserted against the Premises arising from labor, services, or materials furnished to or for Voltpost.

b. This Section 17 shall not require Voltpost to indemnify to the extent a claim is caused by the negligence or willful misconduct of Site Owner. Nothing in this Agreement shall be construed to waive Site Owner's governmental immunities.
c. Defense. Voltpost shall provide a defense with counsel reasonably acceptable to Site Owner and shall not settle any claim without Site Owner's prior written consent if the settlement imposes any obligation on Site Owner, admits fault by Site Owner, or does not unconditionally release Site Owner.
d. Liens. Voltpost shall promptly remove or bond over any mechanics' or materialmen's liens filed in connection with Voltpost's work or equipment within ten (10) days of notice.

18. **Costs – Provision of Electricity**

For each Site, responsibility for the provision and cost of electricity associated with the Stations shall apply as follows, depending on the party that is the account holder with the applicable electricity utility:

(a) Site Owner as Utility Account Holder.

Where the Site Owner is the account holder with the applicable electricity utility, Site Owner shall be responsible for the cost of electricity associated with the Stations. Voltpost shall reimburse Site Owner for the cost of electricity used to charge electric vehicles using the Stations on an annual or quarterly basis, using the charging Data collected by Voltpost to determine kWhs consumed by the Stations. Site Owner will provide written confirmation of the cost of the electricity. Voltpost can and will retain any revenue or payments associated with the operation of the Stations, including charging fees, and to the extent applicable, participation in any funding or grant program or electrical utility or similar program. Neither party will set off or withhold any amounts due to the other party hereunder. Site Owner and Voltpost will address any disputed invoices

in good faith. Voltpost's reimbursements shall be accompanied by a reconciliation statement reasonably detailing kWh usage by Station, applicable rates, and calculation methodology, and shall be subject to audit under Section 7. Disputed amounts will be resolved in good faith and undisputed amounts shall be paid when due.

(b) Voltpost as Utility Account Holder.
Where Voltpost arranges for the installation of a new electricity supply and provision of any applicable utility metering, Voltpost will be the account holder and pay for the electricity directly without any reference to the Site Owner. Upon termination of the contract, Voltpost will arrange for any metering to be removed by the applicable utility company and the account terminated. Voltpost shall not install any new utility service or metering equipment without Site Owner's prior written approval of location and routing, and shall coordinate removal to minimize disruption to City operations.

19. **Tariffs**. Costs to drivers. Voltpost shall be responsible for setting the tariffs charged to drivers for use of the charging equipment and will work with the Site Host in good faith to ensure good value for residents and drivers. Voltpost will notify the Site Host of changes to the tariffs in writing.

20. **Public Use**. Site Owner shall provide public access to the Stations during the Site's normal operating hours, Site Owner may designate times, spaces, or priority access necessary for municipal operations, public safety, or emergency activities. Subject to such designations, any member of the public may use the Stations

21. **Site Owner Responsibilities**. Site Owner shall use reasonable efforts to: keep public areas, streets and sidewalks appurtenant to any Sites reasonably free of debris and rubbish, in good repair and condition, and keep rights-of-way and vehicle approaches freely passable; shall cause the Site to be in compliance with all lighting, accessibility-compliance features (such as curb cuts or accessible-parking space designation) as required by any applicable codes and statutes; take commercially reasonable efforts to designate the relevant parking space as 'Electric Vehicles Only'. Site Owner retains authority to designate, reconfigure, or temporarily repurpose parking spaces and rights-of-way for municipal operations, construction, emergency response, or public events, upon notice to Voltpost where practicable.

22. **Failure to Comply with Terms**.

    a. Either party may terminate this Agreement, any Site, or any Station for a material breach by the other party that remains uncured thirty (30) days after written notice describing the breach in reasonable detail. If the breach is not reasonably curable within thirty (30) days, the breaching party shall commence cure within such period and diligently pursue cure to completion within sixty (60) days of notice.

b. In addition, Site Owner may terminate immediately upon written notice for: (i) imminent threat to public health or safety; (ii) repeated or chronic service outages or failure to maintain the Stations as required by Section 9; or (iii) violation of law.

In connection with any other termination of this Agreement for any reason, Voltpost reserves the right to repossess the Stations provided. Site Owner will offer Voltpost all reasonably requested assistance in connection with the foregoing.

23. **Station Term Expiration**. Upon the expiration of each Station's Term, the Station Term shall renew for successive one-year periods unless either party provides at least thirty (30) days' prior written notice of non-renewal. Either party may terminate this Agreement by delivering to the other party a written notice of termination at any time after the expiration of the Initial Term.

Upon termination or expiration, Voltpost shall remove Stations within ninety (90) days, repair any damage caused by removal, and restore the Site as described in Section 12. If Voltpost fails to timely remove, Site Owner may remove and dispose of the equipment at Voltpost's expense.

In the event of an emergency affecting public safety, public infrastructure, municipal operations, or compliance with applicable law, Site Owner may immediately remove, disable, secure, or relocate the Stations or related equipment without prior notice to Voltpost. Voltpost shall reimburse Site Owner within thirty (30) days for all reasonable costs incurred by Site Owner in connection with such emergency actions.

24. **Additional Sites and/or Stations.** Additional Sites and/or Stations may be added under this Agreement at any time by updating Appendix A, including electronically, to reflect the applicable Site, number, and type of Stations, installation date, and Station Term. Each such addition shall be deemed incorporated into and governed by this Agreement as of the applicable installation date.

25. **No Amendment or Modification**. No modification, amendment, or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by Voltpost and the Site Owner. No clickwrap, browse-wrap, or similar agreement will modify this Agreement. Any amendment, change order, tariff change, or update to Appendices affecting City obligations shall be ineffective unless executed by an authorized signatory of Site Owner.

26. **Waiver**. No waiver hereunder shall be binding unless executed in writing by a duly authorized representative of the party to be bound thereby. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further

exercise of any right, power, or privilege. Except as otherwise expressly set forth herein, all remedies, rights, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them, nor the exercise or failure to exercise any of them, will be in limitation of any other remedy, right, undertaking, obligation, or agreement of either party.

27. **Governmental Immunity; No Waiver**. Nothing in this Agreement shall be construed as a waiver by Site Owner of any rights, defenses, immunities, or limitations of liability available to Site Owner under applicable law. Site Owner does not waive sovereign or governmental immunity, and no term of this Agreement shall be construed to broaden any waiver of immunity beyond that which is expressly provided by applicable law.

28. **Station Owner Representations**. Site Owner makes no representations or warranties except its authority to enter this Agreement to the extent permitted by law. Any implied warranties are disclaimed to the fullest extent permitted by law.

29. **Applicable law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. The installation, operation, maintenance, and removal of the Station shall be conducted in compliance with all applicable local ordinances, laws, regulations, and codes, and all applicable laws and regulations of the State of Connecticut and the federal government.

    Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Connecticut Superior Court for the Judicial District of Fairfield, or, where federal jurisdiction exists, in the United States District Court for the District of Connecticut. Each party irrevocably submits to the jurisdiction of such courts, subject to Site Owner's governmental immunities and defenses.

30. **Assignment**. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

31. **Public Records; Confidentiality**. Site Owner is subject to public records laws. Voltpost acknowledges that materials provided to Site Owner may be disclosed in response to public records requests unless exempt. Site Owner will use reasonable efforts to notify Voltpost within five (5) business days after receipt of any public records request seeking materials that Voltpost has clearly identified as proprietary, confidential, or trade secret information. Voltpost shall be solely responsible for seeking any judicial or administrative protection from disclosure and shall bear all associated costs. Nothing herein shall delay, limit, or impair Site Owner's obligations under applicable public records laws.

32. **Force Majeure**. Any delays in, or failure of, performance or delivery by either party shall not constitute a breach hereunder to the extent they result from circumstances beyond that party's reasonable control (each an "FMJ"); provided that the affected party give the

non-affected party prompt reasonable notice of such FMJ, use commercially reasonable efforts to mitigate such FMJ's impacts, and promptly return to performance hereunder thereafter. If any FMJ lasts for more than thirty (30) days, the non-affected party may terminate this Agreement or any affected POs on thirty (30) days' notice to the affected party, provided that such FMJ does not cease, is not mitigated or otherwise abates in such thirty (30) day period. Force majeure shall not excuse payment obligations, indemnification, compliance with law, or emergency safety measures.

33. **Miscellaneous**. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other document, this Agreement shall prevail. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party may contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and there are no third-party beneficiaries hereto. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall constitute one and the same instrument. The captions and section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. Each party has had the opportunity to have its legal counsel review this Agreement and has done so to the extent desired. References to Sections and Exhibits are to Sections and Exhibits of this Agreement unless otherwise specified. Whenever the words "include," "includes," or "including" are used, they are deemed to be followed by the words "without limitation." The word "or" is not exclusive but shall mean "and/or." All references to monetary amounts hereunder shall be in US Dollars. The construction of this Agreement shall not take into consideration the party who drafted or whose representative drafted any portion of this Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document. This Agreement (including documents incorporated herein by reference) constitutes the entire agreement of the parties hereto and supersedes any prior written or oral agreements with respect to the subject matter hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the greatest extent possible, any invalid provision shall be automatically deemed modified to the least extent necessary to render it a valid provision which most closely approximates the intent and effect of the invalid provision and, together with all other provisions of this Agreement, shall continue in full force and effect. Any provisions of this Agreement that expressly continue or are intended to operate after the term of this Agreement shall survive the termination or expiration of this Agreement for any reason.

[Remainder of page intentionally left blank. Signature page to follow.]

Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VOLTPOST, INC.

By:_____

Name:_____

Title:_____

Date:_____

Site Owner

By:_____

Name: Joseph P. Ganim

Title: Mayor

Date:_____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____
James T. Maye
Associate City Attorney

Site Owner Entity Name:	CITY OF BRIDGEPORT
Contact Address:	Office of Public Facilities 999 Broad Street Bridgeport, CT 06606
Phone Number:	203-576-7130
Email Address:	_____ _____

With a copy to:

James T. Maye, Esq.
Office of the City Attorney
999 Broad Street
Bridgeport, CT 06606

Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

Appendix A

Site Location, Numbers of Chargers & Term Lengths

Site 1: Station Term is one (1) year from the installation date
Address: Bridgeport Downtown, 234 John St, Bridgeport, CT 06604
Voltpost Air Dual Port Charger

Site 2: Station Term is one (1) year from the installation date
Address: Bridgeport City Hall - 45 Lyon Terrace, Bridgeport, CT 06604
Voltpost Air Dual Port Charger

Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

Appendix B

Voltpost Charger Specification Sheet

Voltpost Air
Key Specifications

General	
Model	Voltpost Air
Dimensions	28.5 in (h) x 12.64 in (w) x 12.25 in (d)
Weight	33 lbs
Mounting	Use 5068-050x Mounting Frame
Vehicle Connectors	SAE J1772 available, SAE J3400 coming soon
Power Specifications	
Input/Output Voltage	208-240 VAC, 50/60 Hz, single phase
Current Rated	40/30A per charger, switchable
Power	9.6 kW per charger at 240V, 40A
Safety & Compliance	
Safety	IEC/UL/CSA UL 2594:2016, CSA C22.2 No. 280:2016 (Supplemented by: UL 2231-1: 2012/ R:2016-08, UL 2231-2:2012/ R:2016-08, CSA C22.2 No. 281.1:2012/ U:2016-08, CSA C22.2 No. 281.2:2012/ U:2016-08), NEC Article 625, SAE J1772
EMC	FCC Part 15 Class A, Canadian ICES-003
Surge Protection	6KV @3000A
Ground Fault	Internal 20MA CCID with auto re-closure
Accessibility	Meets ADA and OSHA standards; 25-foot cable
Communication	
Host	4G Cellular Gateway Module
Environmental	
Operating Temperature	-22°F to 122°F (-30°C to 50°C)
Operating Humidity	Up to 95% non-condensing
Enclosure Rating	NEMA 3R

This specification is provided as is, and is subject to change without notice or notification.

Designed and manufactured in the USA.

COMM. #140-25 Ref'd to ECD&E Committee on 11/2/2026

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
SUSTAINABILITY OFFICE
999 BROAD STREET
BRIDGEPORT, CT 06604
TELEPHONE (203) 576-7130

JOSEPH P. GANIM
Mayor

Luis Burgos
Director, Public Facilities
Chadwick Schroeder
Sustainability Manager, Public Facilities

RECEIVED
CITY CLERK'S OFFICE
2026 OCT 28 AM 11:31
BRIDGEPORT, CT

October 28th, 2026
ECDE
City Council
City of Bridgeport

RE: Memo Save the Sound MOA Flow Project-Right of way bioswale installation

Dear ECD & E Committee Members,

Save the Sound has been collaborating with the City of Bridgeport, Groundwork Bridgeport, the Nature Conservancy, and community members in green infrastructure implementation for the past few years in the West Side/West End.

This project is meant to demonstrate pilot project concepts for climate resiliency interventions like green infrastructure, right of way bioswale installation, water quality awareness artwork, and tree planting.

Right of way bioswales are cut outs that allow water from impervious surfaces like concrete and asphalt, sidewalks and roadways to drain into a vegetated area, naturally moving into the soil instead of entering the stormwater system.

Stormwater that enters the system must be treated or way lead to reduced water quality in our waterbodies and Long Island Sound due to pollutants picked up off roadway surfaces. These swales can also help reduce the total volume of watering entering the system ensuring it doesn't become overwhelmed and lead to flooding resulting from increased intensity of rain events due to climate change.

The Flow project has several components. Over 40 trees were planted by the Nature Conservancy in 2024 with support from Mayor's Conservation Corp. In 2026, the Nature Conservancy visited all of the planted trees and conducted pruning and maintenance care with support from Emerge Bridgeport and Groundwork Bridgeport.

Save the Sound has been supporting the development of design standards and guidelines for right of way bioswales in collaboration with the Engineering Department and Sustainability Office. These guidelines will help inform proper design and construction of new green infrastructure installation This project will also look to develop maintenance capacities and capabilities for municipal staff, non-profit partners, and community partners and members. These trainings will be structured to address long-term maintenance and sustainability concerns.

This program will seek to install a rain garden at a residential property in the community and has completed outreach efforts with adopt a tree program outreach to support additional green infrastructure deployment in the City of Bridgeport.

We look forward to supporting, participating in, and implementing this important initiative. If you have any questions, please do not hesitate to contact me at (203)-576-7520 or by email at Chadwick.Schroeder@BridgeportCT.gov.

Sincerely,

Chadwick Schroeder
Sustainability Manager
Sustainability Office
Public Facilities
City of Bridgeport

A Resolution by the Bridgeport City Council

Regarding the

Agreement with Save the Sound Designing and Demonstrating Green Infrastructure

WHEREAS, Save the Sound has been collaborating with the City of Bridgeport on designing and implementing green infrastructure in the City of Bridgeport.

WHEREAS, funding has been made available to Save the Sound through a CT DEEP program for the installation of three right of way bioswales located in the West End neighborhood

WHEREAS, funds under this grant will be used to establish a three right of way bioswales, design and development guidelines for green infrastructure bioswales, provide training to municipal staff and community partners, and install a rain garden, and

WHEREAS, Right of way bioswales are cut outs that allow water from impervious surfaces like concrete and asphalt, sidewalks and roadways to drain into a vegetated area, naturally moving into the soil instead of entering the stormwater system.

WHEREAS, Stormwater that enters the system must be treated or way lead to reduced water quality in our waterbodies and Long Island Sound due to pollutants picked up off roadway surfaces. These swales can also help reduce the total volume of watering entering the system ensuring it doesn't become overwhelmed and lead to flooding resulting from increased intensity of rain events due to climate change.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport support installation and ongoing operations of this project to mitigate neighborhood flooding caused by stormwater runoff.

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

1. That it is cognizant of the City's collaboration and project priorities to and contract with the **Save the Sound** for the purpose of execution of the agreement and the installation of three right of way bioswales; and

2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Public Facilities to execute the agreement and implement the project and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this project.

AGREEMENT

This Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between Save the Sound, Inc. ("STS"), a Connecticut non-profit corporation, located at 127 Church Street, 2d Flr, New Haven, CT 06510, and the City of Bridgeport.

WHEREAS, STS is a non-profit, charitable organization dedicated to protecting and improving the land, air, and water of Connecticut and the New York communities around Long Island Sound region for current and future generations;

WHEREAS, STS wishes to partner with the City of Bridgeport to building local awareness and capacity through the design and implementation of demonstration of Green Stormwater Infrastructure in Bridgeport's West End Neighborhood;

WHEREAS, STS wishes to manage the Bridgeport Designing & Demonstrating Green Infrastructure project that would; 1) facilitate the development of bioswale design standards2) support the City of Bridgeport in drafting permitting guidance 2) install three (3) demonstration bioswales in the West End neighborhood; 3) hold a green infrastructure training for municipal staff, local contractors and community groups; and 4) install a rain garden in the City of Bridgeport and host a demonstration rain garden event open to the public as described in detail below, and the City of Bridgeport ("Bridgeport") wishes to 1) provide STS with bioswale design standards and collaborate in drafting permitting guidance specific to the City of Bridgeport; 2) facilitate necessary city approvals and permitting; 3)provide engineering oversight during bioswale installation; 4) serve as the engineer of record for the three bioswale installation 5) recruit appropriate city staff for the maintenance training 6) allocate resources to maintain bioswales indefinitely, as described in detail in the Statements of Work; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **The Services.** The parties will provide services set forth in the Statement(s) of Work (each collectively referred to as "SOW"), attached hereto and fully incorporated herein. The parties may modify the SOW at any time upon the mutual written agreement of the parties, with the understanding that any modifications to any SOW may result in a change in the timeline.

2. **Term and Termination.** The Term of this Agreement shall begin on the Effective Date and shall end upon STS's acceptance of all the deliverables set forth in the SOW, however the Term shall not extend beyond five years after the Effective Date. Each party shall have the right to terminate this Agreement upon a material breach by the other party, if the breach remains uncured after twenty (20) days following the breaching party's receipt of written notice from the non-breaching party outlining the nature of the breach. In addition, either party may terminate this Agreement at any time upon written notice to the other party provided that there is no pending SOW.

3. **Representations and Warranties.** The parties represent and warrant that services will be provided in a timely and professional manner and will conform to standards generally observed in the industry for similar services and will re-perform any services not in conformance with this warranty at no charge, including any travel or other expenses related to the re-performance.

4. **Confidentiality.** During the course of performing the services for STS hereunder, Bridgeport may produce or may have access to Confidential Information. "Confidential Information" shall mean all information belonging to STS, whether disclosed orally, visually, in writing or electronically, that is identified to Bridgeport as being confidential or proprietary information or that Bridgeport should reasonably understand, based on the nature of the information and the manner of disclosure, to be confidential or proprietary information. Confidential Information includes, without limitation, business plans, marketing plans, distribution plans, technical data, trade secrets and know-how, including, but not limited to, research, product and strategic plans, source code, products, services, member lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, and marketing, financial and other business information.

During the Term and thereafter, so long as the information continues to be Confidential Information, Bridgeport shall hold in confidence and not directly or indirectly copy, disclose or use any Confidential Information, except to the extent required by any court or administrative agency, other than as reasonably necessary or appropriate in connection with Bridgeport's performance of its duties hereunder. All records, files, documents, and other materials or copies thereof relating to STS's business that Bridgeport shall prepare or use or come into contact with shall be and remain the sole property of STS and shall be returned to STS upon termination of this Agreement.

5. **Conflicts of Interest.** The parties represent and warrant that they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between them and any third party. During the Term of this Agreement, the parties shall devote as much of their productive time, energy and abilities to the performance of their duties hereunder as are necessary to perform the required duties in a timely and productive manner. The parties are expressly free to perform services for other clients.

6. **Publicity**. Bridgeport shall not issue a press release nor other public announcement concerning this Agreement or materials produced hereunder without prior written permission of STS.

7. **Indemnification**. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its officers, directors, partners, members, employees, heirs and agents, from and against any and all third-party claims, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees incurred, arising out of or relating to any claim of a breach of any of the representations and warranties made by or obligations of the Indemnifying Party in this Agreement. Indemnifying Party's obligations will be subject to it having sole control of the defense of such claim and receiving reasonable assistance and cooperation from the Indemnified Party in connection with such defense.

8. Severability. If any provision of this Agreement is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and it shall not affect the validity or enforceability of any other provision.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

10. **Governing Law & Venue**: This Agreement, and any dispute arising under or in connection with this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut. Each party hereby consents and submits to the personal jurisdiction of any local or federal court of competent jurisdiction sitting in the State of Connecticut, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

11. **Waivers**. All waivers must be in writing, signed by a representative of the party granting the waiver.

12. **Assignment**. Bridgeport shall not assign any of its rights under this Agreement, nor delegate the performance of any of its duties hereunder, without STS's prior written consent.

13. **Notices**. Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if sent via email with confirmation of receipt. Notice shall be deemed given as of receipt and shall be addressed as follows:

If to STS:

Nicole Davis
Watersheds Project Manager
Save the Sound, Inc.
127 Church Street
2d Floor
New Haven, CT 06510
ndavis@savethesound.org

If to Bridgeport:

John Urquidi
City Engineer
City of Bridgeport
45 Lyon Terrace
Room 216
Bridgeport CT 06604
jon.urquidi@bridgeportct.gov

Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

15. **Survival**. Those provisions that by their nature survive the termination or expiration of this Agreement shall survive.

16. **Voluntary Agreement**. The parties acknowledge that they are entering into this Agreement freely and voluntarily and that they thoroughly understand and consent to all provisions hereof. Each party has reviewed this Agreement and has had an opportunity to consult with counsel and, accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

17. **Safety Precautions:** Bridgeport shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of this Agreement. Bridgeport shall promptly remedy any damage and loss to property caused in whole or in part by the Bridgeport, or by anyone for whose acts Bridgeport may be liable.

18. **Attorney's Fees**: If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for its own attorney fees.

19. **Force Majeure**: The performance of this contract by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the Services. This contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability, and in such event the parties will make a reasonable effort to reschedule the Services if a date and time convenient for both parties is available. If the Services cannot be rescheduled, all monies paid by either party shall be returned.

SAVE THE SOUND, INC.

By: _____
Leah Schmalz
President

Date: _____

The City of Bridgeport

By: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK #1

[DESCRIBE WORK PERFORMED BY STS]

Project Planning and Coordination:

- GI Guidance:
  - STS will organize and conduct a project kickoff meeting with project partners.
  - STS will submit to DEEP for review and approval (1) a draft GI Guidance, (2) location information for the three chosen demonstration BMP sites, and (3) draft construction documents for the demonstration bioswales.

- Rain Garden:
  - STS will organize and conduct a project kickoff meeting with project partners.
  - STS will submit draft construction documents for the demonstration rain garden to DEEP for review and approval. These documents shall include, but arenot limited to documents showing the: (1) proposed location of the demonstration rain garden, (2) site evaluation of the proposed site, and (3) conceptual design plans for the demonstration rain garden.
  - STS will obtain all necessary authorizations, permits and agreements required for the project.

Project Management & Oversight:

GI Guidance:

- STS will submit final design plans and construction documents for all three bioswales to DEEP for review and approval based on the City of Bridgeport's approved draft.
- STS, in coordination with the City of Bridgeport, will submit a revised draft GI Guidance to DEEP and project partners for review and comment and incorporate comments into revised drafts of the GI Guidance and final approval.
- STS will coordinate with the City of Bridgeport to facilitate potential adoption of the final GI Guidance.

Rain Garden:

- STS, in coordination with the City of Bridgeport, will submit final design and construction documents for the demonstration rain garden for DEEPs approval and the City if on public property.
- STS, with support from partners, will oversee all construction activities.

Project Construction:

GI Guidance:

- STS will hire a qualified contractor to complete the installation of three right-of-way bioswales.
- STS will work with their contractor and the City of Bridgeport to develop Maintenance and Protection of Traffic (MPT) plans for each bioswale location based on the standard patterns.
- STS, with support from partners, will oversee the installation of three right-of-way bioswales in the City of Bridgeport.

- STS will develop and install educational signage onsite for at least one bioswale.

Rain Garden:

- STS, with support from partners, will oversee the installation of one demonstration rain garden within the City of Bridgeport.
- STS will develop and install educational signage onsite at the rain garden location.

Public Education and Outreach:

GI Guidance:

- STS, with support from partners, will participate in at least five (5) presentations at the NRZ meetings, tabling opportunities or other local events to share information and solicit input from residents.
- STS will participate in at least two (2) presentations to the Metropolitan Council of Governments Conservation Technical Advisory Committee to provide Project updates and seek input on GI Guidance.
- STS, with the support from partners, shall conduct maintenance training(s) for municipal staff and interested community partners who may be involved in maintenance of these sites.
- STS, with the support from partners, shall host a green infrastructure tour to showcase the work completed during this Project and identify potential future locations of stormwater green infrastructure BMPs across the City of Bridgeport.

Rain Garden:

- STS, with the support from partners, shall identify a suitable location for a rain garden installation within the West Side/West End neighborhood.
- STS, with the support from partners, shall conduct a minimum of one (1) workshop(s) for Bridgeport residents and local community organizations, where attendees will learn about green infrastructure, including but not limited to, location site, sizing, and design of rain gardens, and the installation and maintenance processes.

Project Site Report and Operation and Maintenance Plan (O&M):

GI Guidance:

- STS will work with the City of Bridgeport to 1) develop an O&M plan for the three bioswales, 2) review the O&M plan with responsible parties and enter into an agreement with the parties to conduct appropriate inspections and regular maintenance and 3) provide training to responsible parties.

Rain Garden:

- STS will work with partners to, 1) develop an O&M plan for the rain garden, 2) review the O&M plan with responsible parties and enter into an agreement with the parties to conduct appropriate inspections and regular maintenance and 3) provide training to responsible parties.

[DESCRIBE WORK PERFORMED BY BRIDGEPORT]

Project Planning and Coordination:

GI Guidance:

- The City of Bridgeport will attend meetings to discuss GI Guidance, construction of bioswales, bioswale sitings, O&M and final drafts of documentation.
- The City of Bridgeport will develop design standards for a right-of-way bioswale for use in the City of Bridgeport based on the designs adopted in other municipalities and make any modifications to the standards following the installation of the demonstration bioswales.
- The City of Bridgeport will provide draft design standards to STS and CT DEEP for review and Comment.
- The City of Bridgeport will develop a planting plan to be used in bioswales for both sun and shade scenarios, provide a draft plant list to STS and CT DEEP for review and comment.
- The City of Bridgeport will provide STS with the necessary information needed to develop permitting guidance specific to Bridgeport and provide input and feedback on draft permitting guidelines. This information could be obtained via meetings, emails and additional documentation relevant to the permitting guidelines.
- The City of Bridgeport will facilitate the potential adoption of the final GI Guidance.
- The City of Bridgeport will serve as the engineer of record for the three demonstration bioswale installed through this agreement.

Rain Garden:

- The City of Bridgeport will work with Save the Sound and help facilitate necessary approvals if a rain garden is selected for installation on public property.

Project Construction:

- The City of Bridgeport will complete field verifications of up to ten (10) potential bioswale locations.
- The City of Bridgeport will provide engineering construction oversight for the installation of three (3) bioswales, including materials submittals review and approvals; design modifications and change orders.
- The City of Bridgeport will be responsible for in-house inspections of the three bioswales.
- The City of Bridgeport will work with STS and their contractor to facilitate all necessary approvals and licenses.
- The City of Bridgeport will grant STS and their contractors access for the construction of right of way Bioswales.
- The City of Bridgeport will coordinate with STS and their contractor to submit all proposed Maintenance and Protection of Traffic (MPT) patterns for bioswale locations to the City of Bridgeport Traffic Department for review and approval.
- The City of Bridgeport will implement and enforce "No Parking" regulations at each bioswale location one day prior to work occurring at that location.

Project Site Report and Operation and Maintenance Plan (O&M):

- City of Bridgeport will work with STS to 1) develop an O&M plan for the three bioswales, 2) review the O&M plan with responsible parties and enter into an agreement with the parties to conduct appropriate inspections and regular maintenance and 3) provide training to responsible parties.
- The City of Bridgeport may enter into an agreement with Groundwork Bridgeport, Emerge Partners or other third party contractor to perform maintenance services.
- The City of Bridgeport will work with STS to develop and adopt an O&M plan.
- The City of Bridgeport engineering will attend the maintenance training.
- The City of Bridgeport or its contractor will provide all regular maintenance and repairs per the O&M plan following construction of the demonstration bioswales.

City of Bridgeport – Bioswale Guidance Standard

Purpose

This standard provides technical and procedural guidance for the design, siting, construction, and maintenance of bioswales in the City of Bridgeport. The goal is to promote scalable green infrastructure that improves water quality, enhances public spaces, and supports climate resilience.

1. Siting and Feasibility

Bioswales should be evaluated on a site-by-site basis using the following criteria:

- Minimum Sidewalk Width: 4' (Bridgeport standard).
- Avoid high-conflict areas: intersections, T-junctions, former incinerator sites, Railroad Ave, and areas with unknown fill.
- Infiltration Potential: Prefer native soils; infiltration varies especially in areas with historic fill.
- Soil borings/percolation tests are recommended where information is unavailable.
- Privately Owned/Installed Sites: A community group or maintenance steward should be identified.

2. Design Standards

2.1 General Dimensions

- Bioswale Width: 3–5'.
- Sidewalk Clearance: Maintain a 4' clear pedestrian path.
- Two curb-cut inlets per bioswale for directing stormwater.
    - Equip curb-cut inlets with a removable, corrosion-resistant litter trap to screen macro-debris before runoff enters the vegetated bed
- Ponding Depth: 12–18" with maximum 3:1 side slopes.
- Safety Barriers: Chain fencing with 3' precast posts or a low curb.
- Modified designs are used where sidewalk width or surface changes occur (e.g., Seaview Ave, Black Rock).

2.2 Materials

- Soil Media: Sandy loam with compost (target infiltration: 1–2 in/hr).

• Underdrain (if used): 4" perforated PVC resting in a gravel trench.

• Mulch Layer: 2–3" shredded hardwood or engineered mulch.

ADDED NOTE: Determination of whether an underdrain is needed depends on measured site-specific infiltration rates, groundwater depth, and subsurface soil layering. Sites exhibiting slow percolation, standing water, or perched groundwater may require an underdrain.

2.3 Vegetation

• Planting must prioritize CT/Northeast native species using local ecotypes where available.

• Provide plant palettes for different light conditions: full sun, part sun, and part shade.

• Each bioswale application must include a plant species sheet, reviewed by the Sustainability Office (Parks may review if Sustainability staff are unavailable).

• Example species: Carex spp., Iris versicolor, Echinacea purpurea, Panicum virgatum, Rudbeckia hirta.

• Tree placement must consider overhead wires, pedestrian flow, roadway proximity, and constrained spaces.

• Visual Barriers: Low curb or fence recommended for protection and visibility.

2.4 Surface and Surround

• Adjacent sidewalk surfaces may include concrete or asphalt.

• Optional concrete surround may be used to stabilize curb cuts and define bioswale edges.

• No snowshelf is required in Bridgeport's typical cross-section.

3. Permitting and Approval Workflow

• Submit Site Request to Engineering including draft design, location, and justification.

- Traffic and Parking Plans to be submitted to the Engineer with the site Request. Typical Traffic Plans available from the City of Bridgeport: https://www.bridgeportct.gov/government/departments/licensing-permits/typical-traffic-plans

• Engineering routes the request to Public Facilities (Parks) and WPCA.

• Contractor applies for a Road Opening/Excavation Permit.

• Engineering or assigned inspector conducts construction sign-off.

ADDED NOTE: Site justification should include measured infiltration rates and soil characterization to confirm bioswale feasibility and long-term performance.

4. Construction Guidelines

- Typical construction duration: ~9 days.
- Coordinate material staging with Engineering to minimize roadway disruption.
- All inspections completed by Engineering and Parks staff.
- Install project signage indicating ownership, purpose, and maintenance responsibility.

5. Maintenance Standards

- Responsibility depends on location: Parks, Public Facilities, or third-party group.
- Seasonal Tasks:
  - Spring: Weeding, trash removal, mulch replenishment.
  - Fall: Pruning and debris removal.
  - Winter: Leaf clearing and trash removal.
- Training partners include: URI, Groundwork Bridgeport, DSSD, PT Partners, Emerge.
- Limit plant palette to no more than five species for maintainability.
- A species sheet must be submitted with each bioswale application.
- Burlap top layers have not proven effective for weed control in Bridgeport installations.

6. Example Installations (Bridgeport)

- Seaview Avenue & Black Rock: Sidewalk-integrated bioswales with concrete surround and chain fencing.
- Fencing helps reduce foot traffic impacts.
- Avoid installing bioswales where pedestrian conflict cannot be mitigated.

7. Revisions & Updates

This standard will be updated collaboratively by Engineering, Parks, WPCA, and the Sustainability Office as additional bioswales are installed and evaluated.

Key Consideration – State Streets

State streets are controlled by CTDOT, requiring separate approvals.

CTDOT Encroachment Permit is required for any construction in the State ROW.

CTDOT may require sealed engineered drawings.

CTDOT does not maintain bioswales; responsibility falls to the City or designated partners.

Visual Example: Bioswale Function and Challenges

Figure 1: Curb inlet with debris accumulation.

Figure 2: Bioswale planting area with mulch and native vegetation.

Visual Example: Bioswale Function and Challenges

These photos show a functioning bioswale along a city sidewalk. Note the presence of flowering plants, infiltration space, and also challenges like debris buildup at the curb inlet.



Figure 1: Bioswale curb inlet with accumulated litter. Regular clearing is important to prevent clogging.



Figure 2: View of full bioswale planting area with mulch layer and native plantings.

Contact Information

City of Bridgeport Departments & Partner Organizations

Bridgeport Engineering Department
Email: engineering@bridgeportct.gov
Phone: (203) 576-7233

Bridgeport Sustainability Office
Email: sustainability@bridgeportct.gov
Phone: (203) 576-7201

Bridgeport Parks & Recreation Department
Email: parks@bridgeportct.gov
Phone: (203) 576-7233

Bridgeport Public Facilities Department
Email: publicfacilities@bridgeportct.gov
Phone: (203) 576-7130

Groundwork Bridgeport
Website: https://www.groundworkbridgeport.org
Email: info@groundworkbridgeport.org

PT Partners
Website: https://www.ptpartners.org
Email: contact@ptpartners.org

Emerge Connecticut, Inc.
Website: https://www.emergect.net
Email: info@emergect.net

The Nature Conservancy – Connecticut Chapter
Website: https://www.nature.org/en-us/about-us/where-we-work/united-states/connecticut/
Email: ct@tnc.org

Urban Resources Initiative (URI)

Website: https://uri.yale.edu/
Email: uri@yale.edu

University of Connecticut – Nonpoint Education for Municipal Officials (NEMO) Program
Website: https://nemo.uconn.edu/
Email: nemo@uconn.edu

Additional Resources

For example signage, public outreach material, and maintenance notes, see the URI Bioswale Coming Soon Information Sheet: https://drive.google.com/file/d/1wFcFvI10rImCCgLB7-1G-2HQ3h7A_TIm/view?usp=sharing.

SECTION 2: CONSTRUCTION

SECTION 2.01 SAW CUTTING

2.01.1 DESCRIPTION:

Work under this item shall consist of the concrete saw cutting of sidewalks and/or roads for bioswale installation (except curb cuts which is covered under a separate section) at the locations shown on contract documents, or as required for new construction at the discretion of the onsite STS representative.

The onsite STS representative is to determine if existing sidewalk flags adjacent to the bioswales are to be replaced, and if so, provide the scope of additional sidewalk replacement in writing to the contractor.

Determination of sidewalk flags to be replaced will occur at an onsite pre-construction meeting. Sidewalk replacement shall be in full compliance with City of Bridgeport standards.

2.01.2 MATERIALS:

Not applicable.

2.01.3 CONSTRUCTION METHODS:

Saw cuts to be made shall be clearly marked and indicated according to contract drawings or as specified by the onsite STS representative before work commences. Footprint of the saw cut must be sprayed down prior to making cuts to minimize dust. Saw cut depth shall be no greater than five (5) inches, exceptions may be made at the onsite STS representatives' discretion where required to perform relevant activities.

Any unforeseen damage to existing buried structures or utilities caused by saw cutting activities shall be the responsibility of the contractor to remove and replace.

Overlapping saw cuts must be limited to ensure that the sidewalk outside the limits of construction remain free of cuts. Any excess cuts must be filled with grout to the satisfaction of the onsite STS representative.

Contractor is responsible for removing and disposing of sidewalks in bioswale areas.

2.01.4 METHOD OF MEASUREMENT:

This work shall be measured once by the square yardage of sidewalk to be removed.

2.01.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost. Payment to replace additional flags, at the discretion of the onsite STS representative, will be made at the contract unit price for "Sidewalk Saw Cutting, Removal, and Disposal", which price shall include all materials, equipment, tools, and labor necessary to complete the work.

SECTION 2.02 BIOSWALE EXCAVATION

2.02.1 DESCRIPTION:

Work under this item shall consist of excavation up to five (5) feet below top of curb and disposal of excavated material (as required).

Refer to City Standard Drawing(s): BPT-BIO44C

2.02.2 MATERIALS:

Not applicable.

2.02.3 CONSTRUCTION METHODS:

Excavation shall not begin without a valid CBYD ticket. Excavation shall be made in accordance with the requirements of the contract drawings and as ordered by the onsite STS representative. Excavation could include removal of concrete sidewalk, base material, topsoil, brick walkway, native soils, and/or other miscellaneous material present within the right ofway.

When excavating, a six (6) inch buffer should be maintained on the curb side of the bioswale as to not undermine the curb. Care shall be taken not to undermine the sidewalk sides of the bioswale as well and excavation methods shall be adjusted if material from under the sidewalk overhang begins to erode. All other material is to be removed and the sides made square (vertical). The bottom of the extracted pit should be scarified and level.

The Contractor shall be responsible for maintaining and protecting all existing utilities encountered in the work under this Contract. Hand digging around utilities is required and adequate bracing and shoring shall be employed as needed to avoid damage to utilities. Any damage to utilities is the responsibility of the Contractor and the Contractor shall repair and replace any damage resulting from their work. There will be no additional payment for these repairs unless specifically authorized by the onsite STS representative.

The excavated material should not be placed upstream of the bioswale inlet as to prevent fines from running into the bioswale. The Contractor is responsible for removing and disposing any and all excavated material and any associated costs.

Excavation and backfill of the bioswale should occur within the same work day such that no material is left at the work site overnight and no excavated pits are open overnight. Orange construction fencing shall be placed around the entire perimeter of the bioswale site until the bioswale fence is installed. The area where material was stored shall be swept at the end of the day.

2.02.4 METHOD OF MEASUREMENT:

This work will be measured by the number of square yards surface measurement for the plan area of the bioswale. Actual installed horizontal dimensions of bioswales installed may vary from the standard but the vertical dimensions are fixed.

2.02.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.05 BACKFILL OF BIOSWALE

2.05.1 DESCRIPTION:

Work under this item shall consist of lining the sides and top of the stone base with geotextile, backfilling with open graded stone, and engineered soil.

Refer to City Standard Drawing(s): BPT-BIO44C, BPT-BIO44C1

2.05.2 MATERIALS:

See Material Specifications for Open Graded Stone Base (3.01.1), Geotextile (3.05), and Engineered Soil (3.02)

2.05.3 CONSTRUCTION METHODS:

Bioswale Backfill: Backfill materials and quantities shall be made in accordance with the requirements of the standard details. For a typical bioswale, the backfill consists of an approximately 2-feet 4-inch layer of Open Graded Stone Base wrapped in geotextile, followed by approximately 2 feet of Engineered Soil at the lowest point in the bioswale, slightly more soil needed for grading (see City Standard Detail BPT-BIO44C1)

Prior to backfill, the sides of the bioswale should be prepared to avoid any sharp objects that could tear the geotextile. The sides of the bioswale must then be lined with geotextile. The fabric should be free of wrinkles and folds when placed. The edges of the material must overlap by a minimum of 6 inches such that no gaps in material are present. The geotextile must be properly secured and the stone shall be carefully placed to prevent dislocation of geotextile. If the geotextile is damaged during installation, the rupture shall be removed and replaced with undamaged fabric. All repaired fabric costs will be deemed part of the bid item price.

Place gabion* and backfill with 2 feet 4 inches of Open Graded Stone Base. Prior to backfilling with Engineered Soil, unsecure geotextile and wrap stone base completely so that no stone is visible. Cover the top of the gabion to prevent soil from filling voids in the gabion. Fill with Engineered Soil to level as designated on the plans. Engineering Soil is not to be compacted.

*paid elsewhere. See Section 2.06 Stone Gabion Installation for details.

The Contractor assumes responsibility for any contamination of any part of this base and soil material during construction and shall, at his/her own expense, remove any and all portions of the base and soil which do not conform to the requirements of these specifications and replace with specified material.

Excavation and backfill of the bioswale should occur within the same work day such that no material is left at the work site overnight and no excavated pits are open overnight. The area where material was stored shall be swept at the end of the day. Orange construction fencing shall be placed around the entire perimeter until construction of the bioswale is complete.

2.05.4 METHOD OF MEASUREMENT:

Bioswale Backfill: This work will be measured by the number of square yards surface measurement for the plan area of the bioswale. Actual installed horizontal dimensions of the bioswale may vary from the standard but the vertical dimensions are fixed.

2.05.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.06 STONE GABION INSTALLATION

2.06.1 DESCRIPTION:

Work under this item shall consist of furnishing, assembling, and tying open wire mesh baskets, lining the inside vertical sides with geotextile, placing within bioswale, and filling with large stone (at least 3-inches and not to exceed 6-inches).

Refer to City Standard Drawing(s): BPT-BIO44C1

2.06.2 MATERIALS:

See Material Specs for Stone Gabion (3.06), Large Stone for Gabion (3.01.2)

2.06.3 CONSTRUCTION METHODS:

The gabion baskets shall be fabricated based on manufacturer's recommendations to meet the details shown on the standard drawings. The gabion shall have a single length of geotextile covering all vertical faces. Geotextile should be attached to the top perimeter of the gabion using lacing wire.

Horizontal connecting wires shall be used to keep the gabion from bulging. Wires shall connect the 3-foot faces of the gabion as shown in the standard drawing BPT-BIO44C1. To do this, make a loop from the back to the front of the basket around 2 meshes of the 3-foot walls of the gabion and join the ends with pliers. Then windlass the wire to keep the face even and free from bulging (put a sturdy flat stone in this loop and turn in circle creating a tourniquet effect which pulls the front tight).

The gabion is to be installed in the location(s) as shown on the standard drawings or as specified by the onsite STS representative. When backfilling the bioswale with stone, be sure to concurrently fill the gabion with the large (3-6") stone from the inside to avoid bowing of the gabion.

Installed gabion must be at least 6 inches deep into the open-graded stone base. The top of the gabion shall be set to about 1 to 2 inches above street grade. The top of the gabion should be temporarily covered during backfill of engineered soil to avoid soil entering the void spaces of the stone. The soil level at the gabion should be at the same elevation as the inlet as designated on the standard drawings.

Large stones must fill to the top of the gabion. The lid shall be then tightly laced along the edges and corners using lacing wire.

2.06.4 METHOD OF MEASUREMENT:

This work will be measured by the number of individual gabions installed.

2.06.5 BASIS OF PAYMENT:

Payment for this work will be included in the lump sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.11 GRANITE CURB EDGING FOR BIOSWALE

2.11.1 DESCRIPTION:

This section shall include the installation of new granite curbing as edging along the non-street sides of the bioswale in accordance with the requirements of the Contract Drawings and Specifications and as directed by the onsite STS representative.

Refer to City Standard Drawing(s): BPT-BIO44G, BPT-BIO2

2.11.2 MATERIALS:

The stone for granite curb edging shall be hard and durable granite of light color and uniform texture, neither stratified nor laminated. It shall be free from seams and evidence of weakening or disintegration and shall have good, smooth split faces. The Contractor shall be required to submit to the onsite STS representative for his approval, a sample of the granite curbing he proposes to use and the name of the quarry from which it originates. After approval by the onsite STS representative, no stone from other quarry sources shall be substituted on a project unless specifically approved by the onsite STS representative.

All curb is to be straight vertical curbing, 5-inch wide by 17-inches deep (plus or minus), with standard joints. The top surface shall be pointed, peen hammered and sawed. The face shall be smooth quarry split. Curbing shall be furnished in lengths of 5 feet. All lengths are to have two anchor holes at the location shown in drawing BPT-BIO44G. The holes are to be made on a 45-degree angle, ¾-inches in diameter and 2½ inches deep. The edge of curb facing the outside of the bioswale shall have an eased edge finish (same face as the anchor holes). The granite curb defining the short edge of the bioswale will need to be tipped down to meet the curb in the street. These sections may need to be cut to fit.

Suggested vendors for the processed granite curb sections include Swenson Granite Works, Williams Stone Company, or approved equal.

Rebar will be used to anchor the granite curb edging. For each 5-foot length of granite curb edging will have two rebar anchors. The rebar sections are to be No. 4 rebar, 10 inches in length, bent at the 4-inch mark at a 90-degree angle.

2.11.3 CONSTRUCTION METHODS:

Excavation shall consist of the removal of all materials, including existing street pavements and bases, driveway pavements, sidewalks, and curbs as required. Excavation shall be made to the bottom of the 6-inch gravel base below the curbing. The trench shall be made sufficiently wide to permit the subgrade or base to be thoroughly compacted to a firm, even surface to the satisfaction of the onsite STS representative.

Granite curb edging shall be installed in the locations as shown in the drawings BPT-BIO44G or as directed by the onsite STS representative. The curbing shall be set on edge and settled into place with a heavy wooden hand rammer. Curb shall be placed such that the face with the anchor holes and eased edge is facing the direction of the sidewalk/tree belt (NOT inside towards the bioswale). The curb reveal along the back edge (or long edge) of the bioswale is to be 4-inches above the existing sidewalk grade. The curb edging shall be installed to follow the grade of the sidewalk and straight and true for the full depth. Two (2) inch gaps shall be left in between these sections of curb edging to allow drainage from the sidewalk into the bioswale.

The curb edging along the short sides of the bioswale shall be tipped down such that the top of the curb connects the curb along the back edge of the bioswale and the curb along the street. These sections of granite curb may need to be sawcut to fit. This work and all related incidental labor, equipment, materials are not to be paid separately and are considered a part of this bid item.

The bent rebar pieces specified above are to be placed in each of the anchor holes and the trench for the granite curbing shall be backfilled with concrete. Concrete shall also be placed at the joints as shown in the City Standard Drawing BPT-BIO2 with care not to place any excess concrete within the footprint of the bioswale. The joints of the granite curbing shall be pointed with mortar, except for the gaps left for sidewalk drainage along the back edge of the bioswale.

Where removal of existing pavement is required to provide working space, said pavement shall be replaced in kind unless otherwise directed by the onsite STS representative. The limit of construction shall be 12 inches beyond the face of the proposed curbing.

Upon completion of abutting sidewalks the Contractor shall clean the exposed top and face of the curbing of any excess concrete by brushing with a wire brush.

2.11.4 METHOD OF MEASUREMENT:

This work will be measured by the actual number of linear feet of "Granite Curb Edging" installed and accepted. Measurement will be made by the onsite STS representative along the face of curb.

2.11.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all materials, equipment, tools, gravel base, concrete, rebar, and labor necessary to complete the work. Said price shall include all excavation, necessary removal of existing pavements, bases and curbing, concrete within the trenched area, loaming and seeding, the replacement of the above, and all incidental work necessary for the complete installation of granite curb edging in accordance with the Contract Drawings and Specifications and as directed by the onsite STS representative.

SECTION 2.13 MODIFY EXISTING CURB FOR INLET

2.13.1 DESCRIPTION:

Work under this item shall consist of saw cutting, grinding or otherwise shaping of existing granite curb in place to create an inlet of the dimensions specified on the below drawing, and disposing of debris waste.

Refer to City Standard Drawing(s): BPT-BIO44E

2.13.2 MATERIALS:

Not applicable.

2.13.3 CONSTRUCTION METHODS:

Locations are at the onsite STS representatives' direction. Means and methods for creating inlets are determined by the Contractor. The bottom of the inlet opening is to be flush with the street grade as to allow water from the street to enter.

2.13.4 METHOD OF MEASUREMENT:

This work will be measured by the number of inlets installed.

2.13.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.15 SPLASH PAD

2.15.1 DESCRIPTION:

Work under this item shall consist of constructing a concrete splash pad as detailed in the City Standard Drawing BPT-BIO44E, Bioswale Inlet Detail, Section A-A.

Refer to City Standard Drawing(s): BPT-BIO44E

2.15.2 MATERIALS:

See Material Specification for Concrete for Small Applications (Section 3.11.2) or concrete as specified in 3.11.1

2.15.3 CONSTRUCTION METHODS:

Means and methods for creating splash pad are to be determined by the Contractor. The splash pad must be flush with the curb inlet. The splash pad is to be sloped slightly downwards from the curb inlet towards bioswale.

Care must be taken to keep concrete to the locations specified in the drawing. No excess concrete shall be disposed of within the footprint of the bioswale.

2.15.4 METHOD OF MEASUREMENT:

This work will be measured by the number of splash pads installed.

2.15.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.16 CONCRETE APRON

2.16.1 DESCRIPTION:

Work under this item shall consist of constructing a concrete apron on the street side of the bioswale inlet as detailed in the City Standard Drawing BPT-BIO44E, Bioswale Inlet Detail, Section A-A.

Refer to City Standard Drawing(s): BPT-BIO44E

2.16.2 MATERIALS:

See Material Specification for Concrete for Small Applications (Section 3.11.2)

2.16.3 CONSTRUCTION METHODS:

Means and methods for creating concrete apron are to be determined by the Contractor. The asphalt should be cut and removed such that the base material is exposed. The concrete must be poured on the base material. If there is concrete base present under the road, score the concrete prior to pouring the apron. The apron must be flush with the curb inlet. Care must be taken to keep concrete to the locations specified in the drawing. No excess concrete shall be disposed of within the footprint of the bioswale.

2.16.4 METHOD OF MEASUREMENT:

This work will be measured by the number of concrete aprons installed.

2.16.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.20 CONCRETE SIDEWALKS

2.20.1 DESCRIPTION:

This item shall consist of concrete sidewalks, either replacement or new constructed on a gravel base in the locations and to the dimensions and details as shown on the Contract Plans or as directed by the onsite STS representative in accordance with these specifications.

Pay item includes the removal of existing sidewalk, sub-base preparation, forming, placing and finishing of new concrete sidewalk. Also to be included in this unit price is the repair of any road cuts made.

2.20.2 MATERIALS:

Concrete shall be Class "B" AE and shall conform to Section 3.11.1 of these Contract Specifications. Gravel for bedding shall conform the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 817, Materials Section M.01 and Section M.02 Gravel. Bituminous joint filler shall conform to Section 3.15.1 of these Specifications or as shown on the plans.

2.20.3 CONSTRUCTION METHODS:

Where the sidewalk is removed or disturbed, that portion of said shall be replaced. Such replacement shall match the existing sidewalk including the base as nearly as is practicable.

When ordered by the onsite STS representative existing sidewalk pavements that are to remain shall be cut with a masonry saw along the lines of the limits of sidewalk pavement that is to be removed and replaced, saw cuts are to be paid under "Saw Cutting" Section 2.01 of these Contract Specifications.

Excavation shall include the removal of any existing sidewalk and shall be made to the required depth below the finished grade as shown on the Plans. All soft and yielding material shall be removed and replaced with suitable material properly compacted.

The gravel base shall be placed in layers not to exceed 6 inches in depth. After compaction the surface shall be the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after spreading each layer.

Formwork, if wood, shall be 2-inch surfaced plank except that at sharp curves thinner material may be used. If metal, they shall be of approved section and shall have a flat surface on the top. The base of metal forms shall be 2/3 the height. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held to the required line and grade. T Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. They shall be sufficiently tight to prevent leakage of mortar. All forms shall be clean and oiled before concrete is placed.

Suitable forms shall be used at the end of all walks and at the end of each day's pour. Concrete shall be placed in accordance with Section 3.11 of these Contract Specifications, where applicable. Forms shall not be removed until the concrete has had at least 12 hours to set.

The surface of the concrete shall be finished with a wood float. The outside edges and all joints shall be edged with a ¼" radius edging tool. Slabs shall be divided into two or more sections by forming dummy joints with a jointing tool, to a proper condition and frequently renewed to insure a minimum depth of 3/8" at all times. Expansion joints shall be placed as shown on the Plans or as directed by the onsite STS Representative.

The sides of the walk shall be backfilled with suitable material compacted and finished flush with the top of the walk.

It shall be the Contractor's responsibility to see that all existing street signs, parking signs, curb boxes and parking meters are protected during construction and replaced at their original location, unless otherwise directed.

Curb box shall be reset to the new sidewalk grade.

2.20.4 METHOD OF MEASUREMENT:

This work will be measured by the onsite STS representative for the actual number of square yards completed and accepted.

2.20.5 BASIS OF PAYMENT:

Concrete sidewalk will be paid for at the contract unit price, per square yard, for "Concrete Sidewalk", complete in place, which price shall include all excavation below the finished grade of the sidewalk, backfilling, disposal of surplus material, gravel base, equipment, tools, materials and labor incidental thereto.

SECTION 2.21 STONE STRIP BED ALONG CURB

2.21.1 DESCRIPTION:

This section shall include the installation of a twelve (12) inch wide stone strip bed behind a curb in a bioswale all in accordance with the requirements of the City Standard Drawings and as directed by the onsite STS representative.

Refer to City Standard Drawing(s): BPT-BIO44F, BPT-BIO44C1

2.21.2 MATERIALS:

See material specifications for Landscape Edging and Stakes (3.07), Small Stone (3.01.4)

2.21.3 CONSTRUCTION METHODS:

Landscape edging along the curb shall be located as shown in City Standard Drawing and depending on the location of the bioswale inlet(s).

The soil under the landscape edging shall be compacted by hand. Landscape edging shall be placed in lengths of at least two feet except where smaller lengths are necessary to create the inlet detail. Lengths of edging are to be connected using manufacturer's recommended installation instructions. Stakes are to be placed a minimum of every one (1) foot length of edging.

Corner pieces to be used at the bioswale inlet are to be pre-fabricated before installation. GeoEdge manufactures pre-fabricated corners. Oly-Ola edging manufacturers corner pieces that must be glued onto sections of edging using PVC glue. This work is to be completed at least 24 hours prior to installation.

The edging is to be topped with Small Stone (3/4" to 1" in size).

2.21.4 METHOD OF MEASUREMENT:

This work will be measured by the actual number of linear feet completed and accepted.

2.21.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 2.30 PEASTONE COVER

2.30.1 DESCRIPTION:

The work under these items shall consist of furnishing and placing of peastone on top of engineered soil.

Refer to City Standard Drawing(s): BPT-BIO44J, BPT-BIO44J1

2.30.2 MATERIALS:

See material specification for Peastone (3.01.3)

2.30.3 CONSTRUCTION METHODS:

Methods shall be consistent with the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 817, Section 9.49.03.

Engineered soil needs to settle before placing peastone. Either fully saturate bioswale or wait until a rainfall event occurs before planting. Bring engineered soil levels back to grade if necessary.

Peastone Cover: Peastone must be hand placed and spread to a depth of 1 inch over the entire surface area of the bioswale creating a smooth surface of consistent depth that maintains the grading shown in the standard drawings. Care shall be taken not to damage the plants during this process.

2.30.4 METHOD OF MEASUREMENT:

This work will be measured by each peastone cover considered one unit.

2.30.5 BASIS OF PAYMENT:

Payment for this work will be included in the lumps sum per bioswale cost, which price shall include all equipment, tools, labor, and material, and disposal incidental thereto.

SECTION 3: MATERIALS

SECTION 3.01: STONE

For all stone classifications below, the Contractor assumes responsibility for any contamination of any part of the stone material during construction and shall, at his/her own expense, remove any and all portions of the stone which do not conform to the requirements of these specifications and replace with specified material.

3.01.1 OPEN GRADED STONE BASE:

All materials for this work must comply with the State of Connecticut Department of Transportation- Form 817, Standard Specifications Pervious Structure Backfill Section M.02.05.01 for Broken or Crushed Stone. The material must meet gradation AASHTO No. 57 (3/4" crushed stone) and be washed and free from dirt and debris.

3.01.2 LARGE STONE FOR GABION:

The material must be at least 3 to 6 inches in size, can be either crushed or rounded in shape, and be washed and free from dirt and debris.

3.01.3 PEASTONE:

The material must meet gradation No. 8 (3/8") according to the State of Connecticut Department of Transportation- Form 817, Gradation of Aggregate Section M.01, be rounded in shape, and be washed and free from dirt and debris. Color to be approved by onsite STS representative.

3.01.4 SMALL STONE:

The material must meet gradation No. 6 according to the State of Connecticut Department of Transportation- Form 817, Gradation of Aggregate Section M.01 and be washed and free from dirt and debris. Color to be approved by onsite STS representative.

SECTION 3.02 ENGINEERED SOIL

3.02.1 DESCRIPTION:

Engineered Soil is a soil mix that promotes infiltration. The Engineered Soil must consist of 80-85% coarse sand, 10-15% topsoil, and 2-5% bark or wood fiber mulch. The Engineered Soil shall have an organic content between 3-8%. The Engineered Soil must contain no more than 5% fines (material passing a sieve size of 200). The table below summarizes the components of the Engineered Soil.

Engineered Soil Components	Percent of Each Component (by Volume)	Gradation of Material	
		Sieve Size	% Passing
Coarse Sand	80-85%	See "Coarse Sand" Section Below	
Topsoil	10-15%	#200	15-25%
Bark / Wood, Mulch	2-5%	#200	5% Max

Engineered Soil must NOT contain any of the following materials: hard clods, roots, clay lumps, stones larger than 1-1/2 inches, concrete slurry, concrete layers or chunks, cement, plaster, building debris, asphalt, bricks, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, solid waste, and any other extraneous materials that are harmful to plant growth.

3.02.2 ENGINEERED SOIL COMPONENTS:

Coarse Sand: The coarse sand must be washed and rounded to sub-angular in shape (such as concrete sand). The coarse sand must meet the gradation schedule as shown in the State of Connecticut Department of Transportation- Form 817, Standard Specifications with January 2017 supplement, Aggregates Table M.01.04-1 for Fine Aggregate Gradations as shown below.

Sieve Size	% Passing
3/8"	100%
#4	95-100%
#8	80-100%
#16	50-85%
#30	25-60%
#50	10-30%
#100	2-10%
#200	0-3%

Topsoil: The topsoil must comply with the State of Connecticut Department of Transportation - Form 817, Standard Specifications Roadside Development Section M.13.01 for Topsoil. The topsoil shall contain 5-20% organic material and have a pH range of 5.5-7.0. The topsoil must be loamy sand based and meet the gradation standard set above (no more than 25% passing through a sieve size of #200).

Bark/Wood Fiber Mulch: The bark or wood fiber mulch must be made of bark, coniferous, or hardwood trees, moderately fine shredded, of uniform texture, and free of stones, sticks, soil, rot, mold, and foreign or toxic materials. The bark/wood fiber mulch must meet the gradation standard set above (no more than 5% passing through a sieve size of #200).

Compost: Compost is only to be used as an amendment if the organic matter of the Engineered Soil is lower than 3%. The compost must comply with the State of Connecticut Department of Transportation - Form 817, Standard Specifications Roadside Development Section M.13.06 for Compost.

3.02.3 SUBMITTALS:

The Contractor must submit the following documentation twenty-one (21) days prior to the start of construction:

1. Proposed material source, vendor, and material testing data for each of the components (sand, topsoil, mulch) including grain size analysis (ASTM C-136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates preferred) and organic content.
2. A sample of the Engineered Soil as mixed, of approximately 1 gallon in volume, indicating the sampling method used and location of sample.
3. Grain size analysis on the Engineered Soil in accordance with the ASTM C-136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates. Engineered Soil must have no more than 5% fines (material passing through a sieve size of 200).
4. Organic matter content of the final mixed Engineered Soil in accordance with the ASTM C 2974 Standard Test Methods for Moisture, Ash, and Organic Matter using loss-by-ignition method. If the percentage of organic matter content is below 3%, then the Contractor may amend the mix with Compost. Proposed material source, vendor, and material data sheet for the compost along with a sample will be required prior to amendment. After amendment is made, the Engineered Soil must be re-tested for organic matter content and grain size analysis.
5. The material delivered to the site must be visually and continuously inspected by the onsite STS representative during construction to ensure the material is consistently the same material previously approved and delivered to the site. The onsite STS representative may request additional testing at any time if it is suspected that the material is not the same as previously approved.

SECTION 3.05 GEOTEXTILE

3.05.1 DESCRIPTION:

All materials for this work must comply with the State of Connecticut Department of Transportation - Form 817, Standard Specifications Drainage Section M.08.01.19 for Geotextile.

Modification to the 817 includes removal of the sentence, "For each specific use, only geotextiles that are already on the Connecticut Department of Transportation's Qualified Products List for the geotextile type will be used."

Geotextile shall be ADS Geosynthetics 0401T nonwoven geotextile, Mirafi 140N Nonwoven Polypropylene geotextile, or similar as approved by the onsite STS representative. Contractor to provide a submittal of the manufacturer's cut sheet for the selected product.

Geotextile is to be stored and covered such that it is adequately protected from site construction damage, precipitation, ultraviolet radiation, and other conditions that could damage the material as per manufacturer's recommendations.

SECTION 3.06 STONE GABION

3.06.1 STONE GABION MESH, FASTENERS, AND LACING WIRE:

The dimensions of the welded mesh gabion are to be three (3) feet wide by one (1) foot thick by three (3) feet tall. The welded mesh, spiral fasteners, and lacing wire are to have the following parameters:

Welded Mesh:

Material Properties	Unit	Value
Wire Diameter	inch	0.120 (min)
Tensile Strength	psi	80,000 (min)
Weld Shear	lbs	450 (min), 548 (avg)
Zinc Coating Wt.	oz/ft	0.85 (min)
Mesh Opening Dimension	inch	3x3 (max)

Spiral Fasteners:

Material Properties	Unit	Value
Diameter	inch	0.120 (min)
Tensile Strength	psi	80,000 (min)

Lacing Wire:

Material Properties	Unit	Value
Diameter	inch	0.086 (min)
Tensile Strength	psi	60,000 (min)

The gabion shall be the "Midwest Welded Wire Gabion" manufactured by Midwest Construction Products or similar as approved by the onsite STS representative.

Gabions require fabrication. The front, base, back and lid shall be woven into a single unit using the spiral fasteners. The lid should be left open until gabion is filled with aggregate at which point it shall be wired tightly shut using the lacing wire. Gabions are to be constructed according to manufacturer recommendations. Fabrication is not a pay item and must be included in the unit cost for each bioswale.

SECTION 3.07 LANDSCAPE EDGING AND STAKES

3.07.1 DESCRIPTION:

Edging must consist of L-shaped PVC or aluminum edge restraint product, a minimum of six (6) inches high by five (5) inches wide and 0.15 inches thick, in up to ten (10) foot lengths. Drainage slots must be present on the vertical side of edging. The color of the edging must be black. The stakes must be a minimum nine (9) inches in length.

Edging shall be Teco-Edge Specialty Edge Restraint manufactured by Oly Ola Edgings, Inc. in Villa Park, IL, GeoEdge Aluminum Green Building Edging manufactured by Permaloc Corporation in Holland, MI or approved equal. The stakes shall be Oly Ola 9-inch Multi-Purpose Stakes or similar landscape spike as approved by onsite STS representative. Submit product cut sheets as shop drawings for onsite STS representative's approval prior to ordering the product.

Corner pieces are to be pre-fabricated before installation. GeoEdge manufactures pre-fabricated corners. Oly Ola edging manufacturers corner pieces that must be glued onto sections of edging using PVC glue. This work is to be completed at least 24 hours prior to installation. Lengths of edging are to be connected using manufacturer's recommended installation instructions. This is not a pay item and any fabrication-related costs will be paid for in the lump sum cost for each bioswale.

SECTION 3.11 CONCRETE

3.11.1 CONCRETE CLASS "B" AE CONCRETE MIXTURE FOR FLATWORK:

Portland cement concrete shall be in conformance with the requirements of the Connecticut Department of Transportation Standard Form 817, Materials Section M.03, and adhere to the mix design proportions and data below.

Material Data:

Materials	Source / Type	Specific Gravity
Water	Domestic Supply	1.00
Cement	LaFarge	3.15
Slag	LaFarge Newcem	2.93
Fly Ash	Headwaters	2.42
3/4-inch Stone	ASTM C-33	2.90
1/2-inch Stone	ASTM C-33	2.90
3/8-inch Stone	ASTM C-33	2.90
Concrete Sand	ASTM C-33	2.67
Water Reducer	ASTM C-494 Type A & F	-
Air Entraining Agent	ASTM C-260	-
Ratarder	ASTM C-494 Type B & D	-

Mix Design Proportions:

Materials	Proportions (SSD)			
	Volume		Weight	
Water	4.57	cf	285	lb/cy
Cement	3.11	cf	611	lb/cy
Newcem	0.00	cf	0	lb/cy
Fly Ash	0.00	cf	0	lb/cy
% Air Entrained	1.35	cf	-	-
Total Aggregate	18.11	cf	3,120	lb/cy
3/4-inch Stone	4.91	cf	900	lb/cy
1/2-inch Stone	2.45	cf	450	lb/cy
3/8-inch Stone	2.74	cf	450	lb/cy
Concrete Sand	8.01	cf	1,320	lb/cy
Total	27.14	cf	4,016	lb/cy
Water Reducer	3.0	oz/cwt	18	oz/cy
Air Entraining Agent	0.5	oz/cwt	5	oz/cy
Retarder	-	-	-	-

Aggregate Proportions:

Aggregate Percentages	
3/4-inch Stone	28.85%
1/2-inch Stone	14.42%
3/8-inch Stone	14.42%
Concrete Sand	42.31%
Total	100.00%

3.11.2 CONCRETE FOR SMALL APPLICATIONS:

This concrete material is to be used for small applications such as the concrete apron and splash pad. Quikcrete "Crack Resistant Concrete Mix" (Product No. 1006) or similar. Alternative mix must be submitted for approval. Placement procedures must adhere to manufacturer's recommendations.

SECTION 3.15 JOINT MATERIALS

3.15.1 PREFORMED CORK EXPANSION JOINT FILLER:

Preformed Cork Expansion Joint Filler, Type I, shall conform to the requirement of A.A.S.H.O. Spec. M 153-54 Type I. Unless otherwise required by these specifications or the plans, this material shall be used in expansion joints of all walls, bridges, box culverts, buildings and other construction not covered by other articles of this Section.

3.15.2 SELF EXPANDING PREFORMED CORK EXPANSION JOINT FILLER:

Self-Expanding Preformed Cork Expansion Joint Filler shall conform to the requirements of A.A.S.H.O. Spec. M153-54, Type II. Unless otherwise required by these specifications or plans, this material shall be used in expansion joints of sewage disposal and water works structures.

3.15.3 PREMOULDED BITUMINOUS-IMPREGNATED CANE FIBER BOARD JOINT FILLER:

Pre-molded non-extruding bituminous impregnated cane fiberboard meeting the following requirements and specifications.

a. *Core stock:* The filler core material shall be made of long tough fibers fitted together to form a rigid board weighing not more than 16 lbs. per cu. ft.
b. *Asphalt Content:* The core stock shall be uniformly impregnated throughout its cross-section with at least 35% and not more than 50% by weight with a durable asphaltic compound.
c. *Compressibility:* The load required to compress a test specimen to 50% of its thickness shall be between 100 and 750 lbs. per sq. in.
d. *Resiliency:* A test specimen shall be given three applications of a load sufficient to compress the material to 50% of its original thickness. The load shall be released and the compression repeated three times. At the end of an hour after the third application the material shall have recovered to at least 70% of its thickness before test.
e. *Extrusion:* Specimen confined on three sides shall be compressed to 50% of its original thickness. The amount of extrusion of the free edge shall not exceed 1/8-inch.
f. *Loss in Weight:* This same specimen when compressed to half its original thickness shall show a loss of asphaltic compound not more than 3% by weight of the original test specimen. The joint filler shall be "Flexcell" Bituminous - Impregnated Cane FiberBoard as manufactured by The Celotex Corporation, Chicago, Illinois, or approved equal. Unless otherwise required by these specifications or plans, this material shall be used in expansion joints of sidewalks and other slabs resting on the ground.

3.15.4 PREFORMED BITUMINOUS JOINT FILLER:

Preformed Bituminous Joint Filler shall be the bituminous cellular type, and shall conform to the requirements of A.A.S.H.O. M-153-54 Type III. This material shall not be used unless specifically called for in the specifications, contract plans or by the onsite STS representative.

3.15.5 SPONGE RUBBER EXPANSION JOINT FILLER:

Sponge Rubber Expansion Joint Filler shall conform to the requirements of A.S.T.M. Designation D-544-29, Type III. This material shall not be used unless specifically called for in the specifications, contract plans, or by the onsite STS representative.

3.15.6 POURED RUBBERIZED ASPHALT JOINT SEALER:

Poured joint sealer shall be a rubber compound of the hot poured type and shall conform to the requirements of A.S.S.H.O. M-173-60, (Fed. Spec. SS-S-164 A.S.T.M. Spec. D 1190-52T). The contractor shall furnish notarized statements from a qualified commercial testing laboratory attesting that the joint sealing materials meet A.A.S.H.O. M- 17360. Results of the tests shall be submitted in triplicate. No material shall be delivered or used until laboratory results have been examined and material approved of by the onsite STS representative. The containers of sealant shall be marked by lot number to coincide with the lot number shown on the test report by the laboratory. Costs of testing, sampling, etc., required shall be included in the cost of this item and no separate payment will be made by the City for such costs. Unless otherwise required

by these specifications or the plans, the material shall be used to seal horizontal expansion joints of concrete pavements, and other slabs not normally subject to foot traffic, except as required in articles below.

3.15.7 TWO-COMPONENT POLYSULFIDE SEALING COMPOUND:

Two-Component Sealing Compound shall be a polysulfide liquid polymer consisting of base material and separate activator. The material shall be such as to adhere to concrete, and shall not lose its adhesion when the adjacent surfaces are subject to water and moisture, after the application has been made. The material shall be mixed and applied by mechanical means and in accordance with the manufacturer's instructions. Physical requirements shall be as follows:

Color	Light Gray
Min. Tensile Strength, psi 300-400,	ASTM D412-51T
Min. Elongation, percent Hardness, Shore A	500
Gun grade	25 - 30
Pour grade	40 - 50
Water Absorption, percent	0.0
Min. peel strength, lbs.	17 - 19, ASTM D-903-49
Pot life of mixture at 75 Deg.	4 hrs.
Pot life of mixture at 85 Deg. F.	3 hrs.

The sealing compound shall be regular cure, Florak-Thiocalk, as manufactured by the Chargar Corporation, Hamden, Connecticut. Unless otherwise required by these specifications or the plans, this material shall be used to seal exposed joints in walls, bridges (including bride decks), box culverts, and buildings, Pour grade shall be used to seal horizontal joints in these structures normally subjected to foot or vehicular traffic.

3.15.8 QUICK-CURING SEALING COMPOUND:

The sealing compound shall be quick curing type Allied Jet Seal, Product 9021, as manufactured by Allied Stroud Corporation, Oklahoma City, or approved equal. Unless otherwise required by these specifications or the plans, this material shall be used in walls, bridged, box culverts and buildings to seal joints where specified, against which backfill will be placed.

3.15.9 PREFORMED COMPRESSION NEOPRENE JOINT SEALER:

The sealer shall be a preformed, elastic poly-chloroprene joint sealer, shall be compatible with concrete, and shall be resistant to abrasion, oxidation, oils, gasoline, salt and other materials that may be spilled on or applied to the surface. The sealer shall be so shaped that when installed, at minimum joint opening, it shall be so completely compressed as to be substantially solid and have a minimum of air spaces. It shall also be so shaped that in its compressed condition the top center of the exposed surface shall be depressed below the surface of the installed sealer. The sealer shall be furnished in a sufficient number of widths to accomplish this kind of closure. The sealer shall conform to the following ASTM requirements and in addition must be compounded using the low crystallizing polychloroprene base.

The Preformed Compression Joint Sealer shall conform to the specification requirements using ASTM procedures as a method of testing:

PROPERTY	ASTM TEST PROCEDURE	TRANSVERSE OR LONGITUDINAL REQUIREMENT
Tensile Strength, psi, MIN.	D-412	2000
Elongation at Break, % MIN.	D-412	250
Hardness, Type A. Durometer	D-676	55 ± 5
Permanent Set at Break, % MAX.	D-412	10
Compression Set, % MAX.	D-395 Method B. Paragraph 5 (b)	
22 Hrs./158 Deg. F.		15
70 Hrs./212 Deg. F.		40
Oven Aging, 70 Hrs./212 Deg F.	D-573	
Tensile Strength, Change, MAX. %		-30
Elongation, change, MAX. %		-40
Hardness, points change, MAX.		+10

Oil Swell, ASTM Oil No. .3 70 Hrs./212Deg F.	D-471	
Volume Change, Max. %		80
Ozone resistance, 20% Strain	D-1149	
300 pphm in air 70 Hrs./100 Deg. F. (WIPE WITH SOLVENT TO REMOVE SURFACE CONTAMINATION)		no cracks
Low Temperature Stiffening	D-1053	
Temperature to reach 10,000 psi modulus, MIN. Deg.		-30

All test sections used in the testing methods, shall be cut and buffed from the actual extruded Compression Joint Seal. Each lot of the Joint Seal shall be identified with the Manufacturer's name or Trademark and shall be accompanied by the Manufacturer's affidavit attesting conformance with the specification. The sealer shall be manufactured by Acme Highway Products Corp., 33 Chandler Street, Buffalo, New York, and shall be Type S-497 for Item 22 (a) and Type S-502 for Item 22 (b) or an approved equal. The lubricant-adhesive shall be a one component polychloroprene compound containing only soluble phoenolic resins blended together with anti-oxidants and acid acceptors in an aromatic hydrocarbon solvent mixture and shall have the following physical properties: Average net weight per gallon - 7.84 lbs. + 5% Solids Content - 24 - 26% by weight Brookfield Viscosity @ 77 Deg. F., #2 Spindle at 10 RPM - 7,000 - 7,500 cps. The adhesive shall remain fluid from 5 Deg F. to 120 Deg. F. Film strength (ASTM-D412) - 2,300 minimum tensile strength, 750% minimum elongation before breaking. Test specimens composed of 2 pieces of 0.064 gauge 6061 Aluminum alloy bonded together with the adhesive on a joint 1" wide with 1/2" lap and aged 14 days shall show the following minimum strength when tested by the laboratory: Dynamic Strength 1,300 psi @ 70 Deg. F. 1,300 psi @ 0 Deg. F. Static (1 minute) 700 psi @ 70 Deg. F. 700 psi @ 0 Deg. F. Each lot of the adhesive shall be delivered in Containers plainly marked with the Manufacturer's Name or Trademark and date of manufacture and shall be accompanied by the Manufacturer's affidavit attesting conformance with this specification. The lubricant-adhesive shall be "Acme Neo-Lube" as manufactured by Acme Highway Products Corp. or approved equal. Inspection of Material: All sealers and adhesives will be furnished to comply with the material as approved as a result of tests. For all such sealer and adhesive furnished and installed on a contract, the contractor shall furnish to the onsite STS representative a certification that the materials placed are the same as those approved and shall back this up with a certification by the Manufacturer as to the nature and characteristics of the materials purchased by the Contractor. The exact details of the certification will be furnished at the time the material under test is approved. Preformed compression neoprene joint sealer shall be used only where specifically called for in the specifications, contract plans, or by the onsite STS representative.

3.15.10 JOINT SEALER BOND BREAKER:

The bond breaker shall be an approved transparent tape of a color which contrasts with the surface to which it is applied or an approved masking tape, equal to "Scotch Brand", as manufactured by the Minnesota Mining and Manufacturing Company, St. Paul, Minnesota. The tape shall be non-bituminous and of the size shown on the contract plans. Bond breaker shall be used only where specifically called for in the specifications, contract plans or by the onsite STS representative.

3.15.11 JOINT DAMMING MATERIAL:

Damming material shall be an inert material meeting the approval of the onsite STS representative. Paper rope, or other material which will decompose, will not be approved. Damming material shall be used only when ordered by the onsite STS representative, shown on the plans or required by the Special Conditions.

SECTION 4.01 SEDIMENTATION CONTROL AT CATCH BASIN

4.01.1 DESCRIPTION:

Sedimentation control measures are to be installed at catch basins as instructed by the onsite STS representative or as directed by the City of Bridgeport.

Refer to City Standard Drawing(s): BPT-BIO33, BPT-BIO33A

4.01.2 MATERIALS:

Materials shall be consistent with the Connecticut Department of Transportation - Standard Specifications for Roads, Bridges, and Incidental Construction, Form 817, Section 2.19.02 Materials for Sedimentation Control, or approved equal.

4.01.3 CONSTRUCTION METHODS:

Means and methods for installing sedimentation control at the catch basin are to be determined by the Contractor.

Clean out of accumulated sediment shall be accomplished as necessary to maintain function of the catch basin or as ordered by the onsite STS representative or the City of Bridgeport. The system shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed from the site at the completion of the project.

4.01.4 METHOD OF MEASUREMENT:

This work will be measured for payment as Sedimentation Control at Catch Basin and will be measured by the number of catch basins where system is installed.

4.01.5 BASIS OF PAYMENT:

The Contract Price shall be a unit price for each, and shall cover the cost of all labor, materials, and equipment to construct, maintain, and remove the sedimentation control at the catch basin, and do all work incidental thereto, all in accordance with the plans and specifications and as directed by the onsite STS representative.

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RESOLUTION FORM

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SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 127-25

Submitted by Councilmember(s): Maria H. Pereira **District:** 138TH

Co-Sponsors(s): Choose an item.

Submission Title: Proposed Amendment to the Municipal Code of Ordinances, Title 2 – Administration and Personnel, amend Chapter 2.06 – Common Council

Referred to Committee: Ordinance Committee

City Council Date: November 2, 2026

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

WHEREAS, delays in responding to requests for information can impede City Councilmember's ability to make informed decisions, conduct oversight, and effectively serve the public; and

WHEREAS, establishing clear expectations for the timely response to Council inquiries promotes transparency, accountability, and effective communication between the legislative and executive branches of City government; and

WHEREAS, Section 2.06.040 of the Chapter 2.06 Common Council currently provides for the reimbursement of expenses incurred by City Council members in the discharge of their official duties and contemplates the submission of statements of expenses for reimbursement; and

WHEREAS, the City has, in practice, provided each Council member with an equal annual stipend through a designated stipend account for the payment of authorized expenses related to the performance of official Council duties; and

WHEREAS, amending the ordinance to expressly authorize an annual stipend, rather than reimbursement of individually documented expenses, will align the ordinance with the City's existing administrative practices and procedures while maintaining the requirement that the stipend be subject to annual budget appropriation and distributed equally among all Council members; and

WHEREAS, establishing a clear and consistent framework for the administration and distribution of Council member stipends will promote administrative efficiency, transparency, and accountability while ensuring that the process is governed by established municipal procedures rather than the discretionary oversight of the Mayor's administration; and

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RESOLUTION FORM

WHEREAS, the existing ordinance should be updated to reflect modern municipal administrative practices and procedures, ensuring that its provisions remain relevant, practical, and consistent with the manner in which the City Council conducts its official business.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Bridgeport, that, effective upon publication, the **Municipal Code of Ordinances, Chapter 2.06 Common Council**, is hereby amended, as follows in Exhibit A (attached):

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RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/RESPONSES RECEIVED

Department	Date of Referral	Response Received	Date of Response
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
☐ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

OFFICE OF THE CITY CLERK
RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VII **WITHDRAWL/SINE DIE INFORMATION**

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII **CITY COUNCIL APPROVAL/DENIAL DATE**

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX **APPROVAL LETTER NOTIFIED INFORMATION**

Enter text (date and names of those notified)

Section X **COMMENTS *(IF ANY)***

Enter text

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EXHIBIT A

Title 2 - ADMINISTRATION AND PERSONNEL
Chapter 2.06 COMMON COUNCIL

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Chapter 2.06 COMMON COUNCIL

2.06.010 Districts for election of council members.

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A. The town and city is hereby divided into ten districts for the election of members of the city council.

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1. Each district for the election of members of the city council shall consist of the residents of the census blocks listed for that district on the attached census block list.
2. The information on the census block list shall be recorded on a census block map and on a street map of the city of Bridgeport.
3. The census block list and maps, both dated Bridgeport 2023 Council Redistricting Plan entitled*Bridgeport 2023 Redistricting - Ward Changes Plan 3*, shall be filed in and available to the public in the office of the city clerk.
4. In the event of conflict between the maps and the census block list, the census block list shall control.

B. There shall be two members of the city council elected from each district.

C. This section shall remain in place until a new plan is adopted following the next decennial federal census pursuant to C.G.S. Sec. 9-169f and the city Charter, Chapter 5, Section 2, and governing law and constitutional provisions.

D. The plan of districting hereby adopted and set forth in the attached Bridgeport 2023 City Council Redistricting Plan entitled*Bridgeport 2023 Redistricting - Ward Changes Plan 3* census block list and maps, and the ten districts established herein shall be utilized for the 2023 Bridgeport municipal elections.

E. The polling places and precinct lines for local, state, and federal legislative districts shall be in accordance with, and as represented on, lists and maps and such other related documents to be maintained in the city clerk's office under the title "polling places and precinct lines adopted pursuant to the 2020 decennial census. The documents entitled *Bridgeport 2023 Redistricting - Plan 3 - Voting Districts* shall represent the polling places and precinct lines for the City's local or municipal elections.

(Ord. dated 6/20/11; Ord. dated 5/16/94: Ord. dated 5/27/93: prior code § 2-25)

(Ord. dated 4/20/20; Ord. dated 6/28/22; Ord. dated 7/3/23)

2.06.020 Regular meetings.

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A. Regular meetings of the city council, except during the months of July and August annually, and during November of each odd-numbered (municipal election) year, shall be held on the first and third Monday of each month at seven p.m., except in May when there shall be an additional regular meeting on the second Monday of the month at seven p.m. During the months of July and August annually, and during November of each odd-numbered (municipal election) year, the regular meetings of the city council shall be held on the first Monday of each said month. When any such Monday is a legal holiday, the meeting shall be held on the following Tuesday.

B. At the request of the budget and appropriations committee co-chairs, the council president may cancel the regular meeting of the city council for the second Monday in May.

C. The city council shall also meet at such other times to which it shall adjourn in accordance with the provisions of the CT Freedom of Information Act. All regular meetings of the city council shall be held in the city council chambers, unless otherwise ordered by the city council.

(Ord. dated 2/17/98: prior code § 2-26)

(Ord. dated 4/20/20; Ord. dated 4/3/23)

2.06.030 Special meetings.

Notice of special meetings of the city council shall be given by causing the call of any such meeting, signed by the mayor, or by the City Council President, pursuant to Section 4 of Chapter 6 of the City Charter, to be ~~served~~ noticed electronically with the required twenty-four (24) hour notice, unless the mayor or a City Council member files written notice with the City Clerk requesting a City police officer serve the notice or leave a true and attested copy thereof at the place of abode for either the mayor or the City Council member;~~by a city sheriff or some indifferent person reading the same to, or leaving a true and attested copy thereof with or at the usual place of abode of the mayor and each council member, at least twenty-four (24) hours before the hour designated for holding any such meeting, or when necessary, as provided in Chapter 5, Section 10(b) of the city Charter~~; and the person making such service shall at once make return of his doings upon such call, and file the same with the city clerk. The city council, when convened in special meeting under such call, may only act upon any matter that may be mentioned in such call.

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(Ord. dated 12/21/92 § 30: prior code § 2-27)

(Ord. dated 4/20/20)

2.06.040 ~~Reimbursement of council member's expenses.~~ Stipend for Council Member's Expenses.

Each council member ~~may~~ shall receive ~~annually reimbursement for expenses incurred in~~ a stipend to use for the discharge of duties as a council member subject to budget appropriation. The budget committee shall appropriate an equal stipend amount for each city council member. Said ~~reimbursement~~ stipend is to be paid as follows: the appropriate financial authority shall set up an expense account for each council member. Twenty-five (25) percent of the annually budgeted amount shall be paid commencing December 1~~, 1999~~ of each year, and quarterly thereafter~~; if the recipient has submitted a certified state of statement of the expenses incurred together with supporting documentation or other reasonable and satisfactory evidence of said expenses to the finance department. If the certified statement of expenses submitted is less than the amount received for that quarter, the next quarterly payment shall be reduced by the amount of expenses not certified~~. Amounts from each council member's equalized annual budget allocation ~~may~~ shall be advanced, ~~as reasonable and appropriate~~up to one thousand dollars ($1,000.00) per quarter, based on the availability of annual funds in the fiscal year. There shall be no carry over of unexpended certified ~~expenses~~ funds at the end of the term. ~~Said expenses will be reimbursed to each council member by the city treasurer no later than thirty (30) days after the submission of said statement.~~

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(Ord. dated 11/1/99: Ord. dated 7/2/97 (part): Ord. dated 10/4/93: prior code § 2-30)

(Ord. dated 4/20/20)

2.06.050 Violation—Penalty.

Any person who shall violate any ~~order~~ ordinance or resolution of the city council or who shall refuse or neglect to comply with the terms, directions or requirements of any ~~order~~ ordinance or resolution of the city council shall be punished as provided in Chapter 1.12 of this code.

(Ord. dated 12/21/92 § 32: prior code § 2-29)

(Ord. dated 4/20/20)

2.06.060 City council procurement of financial information as a prerequisite to budget transfers.

A. All requests for transfers of ten thousand dollars ($10,000.00) or more in the aggregate in any one fiscal year between subline item accounts of the adopted annual operating budget submitted to the city council (pursuant to Bridgeport Charter Chapter 9, Section 5(i)) shall be accompanied by supporting documentation necessary and sufficient to disclose and explain the reason or basis for the requested transfer, the particular purpose for which the transferred dollars will be expended and any and all contracts, agreements, purchases or other purposes for which the transferred funds will be utilized; and

B. Any transfers between the line item accounts (salary, overtime, fringe benefits and operating and special services) shall be submitted to the city council for approval with all supporting documentation for the requested transfer regardless of the dollar amount.

(Ord. dated 8/6/01)

(Ord. dated 4/20/20)

2.06.070 Office of legislative services.

A. There is hereby established an Office of Legislative Services, which shall be non-partisan and shall assist the members of the City Council in the performance of their official duties. The Office of Legislative Services shall be solely a part of the Legislative Branch and serve the functions and needs of the Bridgeport City Council.

B. The Office of Legislative Services shall have its own budget for resources which may be deemed necessary to the proper and effective functioning of the City Council and the Office of Legislative Services.

C. This section shall in no way amend or usurp the duties of the Office of the City Clerk established by the Charter of the City of Bridgeport or the Code of Ordinances to serve the City Council and its committees.

~~D. The City of Bridgeport's Civil Service Personnel Director, Labor Relations Director, Chief Administrative Officer (CAO), City Attorney and all other appropriate city staff shall advise and assist the City Council in identifying existing positions in the City's Civil Service table of organization and/or creating new Civil Service positions and associated job descriptions pursuant to the City Charter authority of the Civil Service Commission and the City Council in order to staff the non-partisan Office of Legislative Services to assist the members of the Council in the performance of their official duties.~~

~~E. The staff of the Office of Legislative Services shall be supervised and directed by a Special Project Coordinator.~~

~~F. Reserved.~~

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~~G.~~D. Pursuant to the Charter of the City of Bridgeport, Chapter 17, Sections 205 and 205.1, the positions in the Office of Legislative Services shall be allocated to the City's classified civil service; and due to the confidential nature of such positions shall be allocated as appropriate to the City's unaffiliated workforce (see Code of Ordinances Sec. 2.36.010)

(Ord. dated 4/18/22; Ord. dated 4/20/20)

2.06.080 Legislative liaison for the city council.

A. The Council shall have the power to appropriate sufficient funds to appoint up to 5 legislative liaisons to the City Council.

B. Subject to appropriation and availability of funds, the Legislative Liaisons in the Office of Legislative Services shall be filled in accordance with selection procedures in accordance with the Civil Service provisions of the City Charter (Chapter 17), as well as the Bridgeport Code of Ordinances, Civil Service Rules and Regulations, applicable collective bargaining units, and all governing federal and state laws.

(Ord. dated 4/18/22)

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2.06.090 Legislative and legal counsel to the city council.

A. The City Council shall appropriate a sufficient budget to fund outside counsel to advise members of the City Council on City matters when requested.

B. When the interests of the City Council require and provided that funds are available for such purpose, the City Council by resolution shall request necessary outside legal counsel, in accordance with the provisions of the City Charter.

C. A request by resolution can be made for such outside counsel at any time for any reason on any issue or issues related to city matters when in the opinion of a present majority of the council, it is necessary for the City Council to obtain legal advice outside the city attorney's office.

(Ord. dated 4/18/22)

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2.06.100 Duty of City Departments and Their Employees to Respond to Requests Made by City Council Members, Committees, or the City Council.

It shall be the duty of any department of the City government, or the head of such department, of whom an inquiry shall be made by a City Council member, a committee, or the full City Council, to confirm receipt of the request within forty-eight (48) business hours and answer the same in writing no later than seventy-two (72) business hours after the receipt.

If any City employee is aware that they will be out of the office within normal business days, they shall, on their City-issued cellphone, office line, and email, program an automatic out-of-office message with the contact information of the alternative City employee that can assist.

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OFFICE OF THE CITY CLERK
RESOLUTION FORM

SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 128-25

Submitted by Councilmember(s): Maria H. Pereira **District:** 138TH

Co-Sponsors(s): Choose an item.

Submission Title: Proposed Amendment to the Municipal Code of Ordinances, Title 2- Administration and Personnel, amend Chapter 2.56 – Boards and Committees Generally

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Referred to Committee: Ordinance Committee

City Council Date: November 2, 2026

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

WHEREAS, the City of Bridgeport is committed to expanding and fostering trust and transparency with the general public; and

WHEREAS, to create consistency and transparency in the application and appointment process for commissioners to be appointed and serve on boards and municipal agencies; and

WHEREAS, members of the public currently do not have the ability to communicate with commissioners directly; and

WHEREAS, the information of boards and commission members on the City of Bridgeport webpage display differing items, is inconsistent across all boards and commissions; and

WHEREAS, this ordinance amendment is intended to make clear what information should be available and readily accessible through the City webpage regarding boards and agencies.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Bridgeport, that, effective upon publication, the **Municipal Code of Ordinances, Chapter 2.56 Boards and Committees**, is hereby amended, as follows in Exhibit A (attached):

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RESOLUTION FORM

SECTION III	SUBSEQUENT REFERRALS/RESPONSES RECEIVED		
Department	**Date of Referral**	**Response Received**	**Date of Response**
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV	PUBLIC HEARING INFORMATION	
Public Hearing Required	**Details**	**Date**
☐ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V	AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD	
Details	**Check box below**	**Date**
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VI	COMMITTEE ACTION/APPROVAL INFORMATION	
Details	**Check box below**	**Date**
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

OFFICE OF THE CITY CLERK
RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VII **WITHDRAWL/SINE DIE INFORMATION**

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII **CITY COUNCIL APPROVAL/DENIAL DATE**

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX **APPROVAL LETTER NOTIFIED INFORMATION**

Enter text (date and names of those notified)

Section X **COMMENTS *(IF ANY)***

Enter text

Chapter 2.56 BOARDS ~~AND COMMITTEES~~ AND MUNICIPAL AGENCIES GENERALLY

Definitions

"Municipal Agency" shall have the same meaning as the term "agency" as defined in Subsection 1 in Section 1-200 of the Connecticut General Statutes, as may be amended from time to time.

"Board" or "boards" shall have the same meaning as the term "board" as defined in Section 7-148 of the Connecticut General Statutes, as may be amended from time to time.

2.56.010 Zoning ~~board~~ Board of ~~appeals meeting time~~Appeals Meeting Time.

All public hearings conducted by the zoning board of appeals shall be held during the evening hours. Such meetings shall not begin earlier than six p.m. nor later than eight p.m.

(Ord. dated 4/16/90)

2.56.020 Monthly ~~reports~~ Reports to ~~comptroller~~Comptroller.

~~Each board, committee and officer of the city to whom is entrusted the expending of city funds, except the board of education and the committees of the common council, shall, on or before the fifth day of each month, file with the comptroller an itemized statement of its financial transactions during the preceding calendar month. Said reports shall be made out upon such blanks as shall be prepared from time to time by the comptroller.~~

Each board, committee and officer of the city to whom is entrusted the expending of city funds, except for committees of the City Council, shall, on a daily or weekly basis, enter and record its financial transactions into the City's financial recordkeeping system.

(Prior code § 2-9)

2.56.030 Conflicts of ~~interest~~Interest.

No member of any of the boards or ~~committees~~ municipal agencies authorized by the Charter or created by ordinance or a vote of the ~~common council~~City Council shall vote upon any measure to which any public service corporation supplying water, gas, electricity or other service or material may be a party, in which corporation he may be interested either directly or indirectly as a stockholder, bondholder or in any other pecuniary way.

(Prior code § 2-46)

~~2.56.040 Oyster ground committee.~~

~~The mayor shall annually in the month of December appoint three persons as an oyster ground committee, whose duty it shall be to exercise and perform all the powers and duties imposed upon such a committee by Section 26-238 of the General Statutes. Such committee, or any one of them duly authorized in writing by a majority of the committee, shall collect, in behalf of the city, from the person requiring and obtaining their services as such committee the sum of two dollars and fifty cents ($2.50) per day for each member for services so rendered~~

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~~and shall pay the same forthwith to the treasurer. Upon the refusal or neglect of any such person to pay the committee the fees as aforesaid for the service so rendered for the period of thirty (30) days, the committee shall report the same to the city attorney, who shall collect the fees.~~

(Prior code § 2-3)

2.56.040 Powers of Boards and Municipal Agencies.

Pursuant to Subsection (j) of Section 7-148 of the Connecticut General Statutes, any board, commission, council, committee or other agency established or designated pursuant to sections 7-148i to 7-148n, inclusive, and subparagraph (B) of subdivision (9) of subsection (c) of section 7-148, may be given the following powers:

(1) The power to issue subpoenas or subpoenas duces tecum, enforceable upon application to the Superior Court, to compel the attendance of persons at hearings either in person or by means of electronic equipment and the production of books, documents, records and papers;

(2) The power to issue written interrogatories and require written answers under oath thereto, enforceable upon application to the Superior Court;

(3) The power to hold hearings relating to any allegation of discriminatory practice which it has found reasonable cause to believe has occurred and to issue any appropriate orders including those authorized by section 46a-86; and

(4) The power to petition the Superior Court for enforcement of any order issued by it upon a finding that a violation of the local code of prohibited discriminatory practices has occurred, including the power to petition the Superior Court for temporary injunctive relief upon a finding that irreparable harm to the complainant will otherwise occur or for any other relief authorized by sections 46a-89 and 46a-90a.

2.56.050 Disclosure of ~~information concerning appointments~~Information Concerning Appointments to ~~agencies, boards and commissions~~Boards and Municipal Agencies.

A. All nominees for appointment or reappointment to ~~city agencies boards and commissions~~ boards and municipal agencies shall submit to a criminal background check to be conducted by the ~~city's~~ City's office of internal affairs or such other department, entity or individual as determined by the chief of police; and

B. All nominees for appointment or reappointment to ~~city agencies, boards and commissions~~boards and municipal agencies shall submit to the ~~city's~~ City's commission on ethics disclosure of their property and business interests in the city and their financial interests with the city~~, on forms provided by the city clerk~~; and

C. All nominees for appointment or reappointment to boards and municipal agencies shall be vetted and voted on by the Commission on Ethics prior to being referred to the City Council for referral to the appropriate committee for action.

D. All nominees' applications, background checks, conflict of interest forms, and voter registration summary shall be submitted to the City Clerk's office to publish on the City Council agenda for public access, conforming with all statutorily required redactions adhered to.

~~C.~~E. This section shall be applicable to all appointments made on or after its effective date.

(Ord. dated 10/5/98)

(Ord. dated 3/6/17)

2.56.060 Disclosure of ~~information concerning appointments to agencies, boards and commissions required from appointing authority~~Information Concerning Appointments to Boards and Municipal Agencies Required from Appointing Authority.

A. ~~All nominees for appointment to city agencies, boards and commissions that require city council approval shall be submitted by the appointing authority with a designation of the individual being replaced, the term of office of the individual being replaced, and the party affiliation of both the nominee and the individual being replaced.~~ All nominees for appointment or reappointment to boards and municipal agencies that require City Council approval shall first be submitted to the commission on ethics by the appointing authority and referred by the commission on ethics with the following information:

A memorandum to include the following with applicable attachments is as follows:

1. the total number of commissioner positions on the board or municipal agency;
2. the name of each member currently serving;
3. the affiliation of each member currently serving, including the current voter registration summaries, and the statutory required minority party representation;
4. the term of each member currently serving, to include the date of appointment, and if expired, the date the term expired;
5. the residence and the City Council district each member currently serving resides in;
6. the attendance of the member if they are being reappointed.

~~B. All nominees for reappointment to city agencies, boards and commissions that require city council approval shall be assumed to be replacing themselves unless otherwise indicated. If an individual is replacing another member or filling a vacant position then subsection A of this section shall apply.~~

~~C. All nominees for appointment to newly created city agencies, boards and commissions that require city council approval shall be submitted by the appointing authority with a designation of the term of office of and the party affiliation of the nominee.~~

~~D.~~B. This section shall be applicable to all appointments made on or after its effective date.

~~E.~~C. The ~~city~~ City shall maintain on its website and in print with the ~~city clerk~~City Clerk the membership of ~~all~~ each ~~city boards and commissions~~board or public agency and their scheduled meeting dates. Such ~~list~~ membership shall include the name of the individual, ~~his/her~~ their residence, their City Council district, ~~his/her~~ their party affiliation, ~~and~~ the beginning and end date of the term, and the date ~~that~~ of ~~the~~ appointment ~~expires~~and expiration.

D. The City shall maintain on each website and in print with the City Clerk the name, email, and phone number for the clerk of each board and municipal agency.

E. The City shall maintain on each website for the board or municipal agency and in print with the City Clerk the following:

A. the purpose or role of the board or municipal agency;

B. the number of regular or alternate positions and the length of the term;

(Ord. dated 6/6/05)

2.56.070 Email Designated for Each Member of Boards or Commissions

The City's Information Technology Services department shall ensure that each commissioner serving on a board or municipal agency is assigned an email address with the City of Bridgeport domain to use for correspondence related to their duties or the commissioner may use a personal email address will be published on the board or municipal agency's website so that the public may have the ability to communicate with the commissioners.

Each commission member can self-determine if they would like a personal phone number published on the website.

OFFICE OF THE CITY CLERK
RESOLUTION FORM

SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 129-25

Submitted by Councilmember(s): Maria H. Pereira **District:** 138TH

Co-Sponsors(s): Choose an item.

Submission Title: Proposed Amendment to the Municipal Code of Ordinances, Title 8-Health and Safety, Chapter 8.20.590 -Food Vending License and Fines

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Referred to Committee: Ordinance Committee

City Council Date: November 2, 2026

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

WHEREAS, Chapter 8.20.590 Food Vending License was last amended on January 7, 2019; and

WHEREAS, annual permitting fee increases of 5-20% are being proposed, although inflation in Connecticut for the same period of time has been 30%; and

WHEREAS, the Health & Social Services Department currently has no mechanism for assessing a fine on itinerant food vendors who are confirmed to be selling food without a valid license, therefore this amendment shall establish a fine of $250 for each incident

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Bridgeport, that, effective upon publication, the Municipal Code of Ordinances, Chapter 8.20.590 Food Vending License, is hereby amended as follows below:

Article VI. Itinerant Food Vendors

8.20.590 Food vending license.

A. No person, firm or corporation shall operate or maintain within the city an itinerant food vending business, servicing food or drink from any conveyance, without fixed location and without connections to water supply and sewage disposal systems, except after compliance with Public Act No. 17-93 and the Public Health Code of the State of Connecticut.

B. The annual fee for each itinerant food vending unit shall be three hundred **twenty five** dollars ($ ~~300.00~~ **325.00**). All licenses will be due by March 31st. A temporary itinerant vending food license of five days at a fee of one hundred ~~twenty-five~~ **fifty** dollars ($ ~~125~~ **150.00**) can be obtained.

C. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before March 31st the license shall increase to ~~three hundred eighty~~ **four hundred** dollars ($ ~~380.00~~ **400.00**).

D. Any itinerant food vendor selling without a license shall be fined two hundred fifty dollars ($250.00) per incident.

(Ord. dated 1/7/19)

OFFICE OF THE CITY CLERK
RESOLUTION FORM

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SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 131-25

Submitted by Councilmember(s): Maria H. Pereira **District:** 138TH

Co-Sponsors(s): Choose an item.

Submission Title: Meeting with Bridgeport Delegation & Lobbyist Prior to 2027 Legislative Session

Referred to Committee: Miscellaneous Matters Committee

City Council Date: November 2, 2026

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

WHEREAS, the CT Legislature convenes on January 6, 2027, and ends on June 9, 2027; and

WHEREAS, the Mayor's administration, lobbyist, and legislative delegation should present their priorities for the upcoming legislative session to the City Council, with the City Council also having an opportunity to suggest proposed legislation as well; and

WHEREAS, the Bridgeport City Council should work together with the Bridgeport Delegation in proposing and passing legislation beneficial to Bridgeport residents; and

WHEREAS, Bridgeport's taxpayer funded lobbyist should also understand and support proposed state legislation benefiting Bridgeport residents supported by the City Council; and

WHEREAS, City Council Members are the most direct representative of residents within their respective City Council districts, who often are the first point of contact regarding issues and concerns they are experiencing;

RESOLVED, a Regular/Special Miscellaneous Matters Committee Meeting shall be scheduled with the Bridgeport Legislative Delegation, City of Bridgeport Lobbyist, and the City Council to discuss the upcoming legislative session agenda, priorities, suggestions for proposed legislation, as soon as possible, preferably before the holiday season launches

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RESOLUTION FORM

SECTION III	SUBSEQUENT REFERRALS/RESPONSES RECEIVED		
Department	**Date of Referral**	**Response Received**	**Date of Response**
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV	PUBLIC HEARING INFORMATION	
Public Hearing Required	**Details**	**Date**
☐ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V	AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD	
Details	**Check box below**	**Date**
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VI	COMMITTEE ACTION/APPROVAL INFORMATION	
Details	**Check box below**	**Date**
Choose an item.	☐ Yes ☐ No	

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RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VII **WITHDRAWL/SINE DIE INFORMATION**

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII **CITY COUNCIL APPROVAL/DENIAL DATE**

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX **APPROVAL LETTER NOTIFIED INFORMATION**

Enter text (date and names of those notified)

Section X **COMMENTS *(IF ANY)***

Enter text

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RESOLUTION FORM

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SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 133-25

Submitted by Councilmember(s): Maria H. Pereira **District:** 138TH

Co-Sponsors(s): Choose an item.

Submission Title: Legal Authority Regarding Office of Legislative Service Request Form

Referred to Committee: Miscellaneous Matters Committee

City Council Date: November 2, 2026

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

WHEREAS, on Thursday, October 22, 2026, Legislative Director Ashley Aguilera sent a detailed email to the entire City Council stating that per Council Member Jeanette Herron, duly elected City Council Members "must" utilize a digital Office of Legislative Services Request Form requiring a City of Bridgeport email address to complete, in order to receive assistance from the very staff identified in Chapter 6 -City Council- Section 5 whose sole purpose is to assist all twenty members of the city council in fulfilling their duties and responsibilities as local municipal legislators; and

WHEREAS, no reasoning or purpose for this edict and how it benefits the 153,000 residents of Bridgeport was provided or communicated; and

WHEREAS, the email further stated that ***"emails, phone calls, or verbal conversations will no longer be acknowledged or accepted as a request for service."***

WHEREAS, the access to the Share Point app is on City cellphones and only accessible utilizing a city email which requires specific log-in credentials; and

WHEREAS, the email further stated, ***"each Councilmember is responsible for submitting their own requests. The Office of Legislative Services will not complete or submit the form on your behalf, nor will requests communicated through conversation, email, or telephone be transferred to this new system";*** *and*

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RESOLUTION FORM

WHEREAS, Chapter 6 -City Council, Section 5 Office of Legislative Services states the following and does not grant the City Council President the authority or power to deny any council member assistance by any staff member of the Office of Legislative Services as the sole purpose of that very staff is to serve the City Council, ALL council members, in fulfilling their responsibilities in serving their constituents and more broadly, the City of Bridgeport; and

Section 5. Office of Legislative Services. There shall be a non-partisan Office of Legislative Services, with full-time professional and clerical staff, to provide assistance to the City Council in the performance of their official duties. … The role of the Office of Legislative Services is to support and implement the goals and the mission of the City Council. The Office of Legislative Services shall be solely a part of the Legislative Branch and serve the functions and needs of the Bridgeport City Council.

(a) Personnel Committee. There shall be a Personnel Committee composed of the City Council President, Majority Leader, and Minority Leader. If there is no Minority Leader, the President Pro Tempore shall serve on the Personnel Committee. The Personnel Committee shall nominate a Director for the Office of Legislative Services.

i) The Director of Legislative Services shall be responsible for the day-to-day management and functions of the Office of Legislative Services, including the expenditure of funds appropriated for the office, subject to the consent of the City Council President.

ii) The Personnel Committee shall nominate a Director, and such nomination shall be approved by an affirmative vote of two-thirds of the whole membership of the City Council.

iii) The Personnel Committee may, at any time, recommend to the City Council the removal of the Director, who shall be given thirty (30) days written notice of an opportunity to be heard before the full City Council regarding the recommendation to remove, after which the City Council may remove the Director by a two-thirds vote of the entire membership.

(c) Appointment and Transfers of Personnel. The Director shall, subject to the provisions of Chapter 10 of this Charter, appoint subordinate staff deemed necessary to carry out the City Council's legislative function and shall be in the non-competitive division of the classified civil service. The Director shall consult with the Personnel Committee.

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RESOLUTION FORM

BE IT RESOLVED, the City Attorney is to provide a Legal Opinion regarding this edict unilaterally imposed on the City Council by the City Council President where she has ordered that duly elected City Council Members shall not receive assistance from staff within the Office of Legislative Services unless they complete and submit an electronic Office of Legislative Services Service Request Form, and are to identify the specific language where these specific powers and authority are granted in the Bridgeport City Charter.

Department	Date of Referral	Response Received	Date of Response
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV **PUBLIC HEARING INFORMATION**

Public Hearing Required	Details	Date
☐ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V **AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD**

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

OFFICE OF THE CITY CLERK
RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VI — COMMITTEE ACTION/APPROVAL INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VII — WITHDRAWL/SINE DIE INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII — CITY COUNCIL APPROVAL/DENIAL DATE

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX — APPROVAL LETTER NOTIFIED INFORMATION

Enter text (date and names of those notified)

Section X — COMMENTS *(IF ANY)*

Enter text

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RESOLUTION FORM

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SECTION I CITY COUNCIL SUBMISSION INFORMATION

Item Number: 138-25

Submitted by Councilmember(s): Galen Murray **District:** 130TH

Co-Sponsors(s): N/A

Submission Title: Proposed Amendment to the Municipal Code of Ordinances, Title 8 – Health and Safety, amend Chapter 8.80 – Noise Control Regulations

Referred to Committee: Ordinance Committee

City Council Date: November 2, 2026

SECTION II RESOLUTION (*PLEASE TYPE BELOW*)

WHEREAS, the City of Bridgeport has not updated the Noise Control Ordinance since 2006, and many neighboring municipalities have added a "plainly audible at 100 feet" standard in the intervening years; and

WHEREAS, there exists a need to be responsive to complaints from residents regarding noise disturbances from patrons of establishments with liquor licenses, and to establish a more consistent framework for the Chief of Police to communicate such disturbances to the State Liquor Control Commission, and;

WHEREAS, noise emitted from amplified external car speakers constitutes a frequent nuisance, and HB 5422 enacted in 2022, authorizes increased municipal external speaker fines under CGS §7-148; and

WHEREAS, illegal fireworks detonated from personal residences late at night demonstrate a need to establish a curfew limiting such activity; and

WHEREAS, frequent violations of the current Bridgeport Control Regulations reinforce the necessity to implement an increasing fine schedule under the ceiling established by CGS §7-148(c)(10)(A).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bridgeport, that effective upon publication, the **Municipal Code of Ordinances Chapter 8.80 – Noise Control Regulations** is hereby amended, as follows in Exhibit A (attached):

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RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/RESPONSES RECEIVED

Department	Date of Referral	Response Received	Date of Response
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
☒ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD

Details	Check box below	Date
Exhibits	☒ Yes ☐ No	10/28/26
Choose an item.	☐ Yes ☐ No	

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

OFFICE OF THE CITY CLERK
RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VII **WITHDRAWL/SINE DIE INFORMATION**

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII **CITY COUNCIL APPROVAL/DENIAL DATE**

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX **APPROVAL LETTER NOTIFIED INFORMATION**

Enter text (date and names of those notified)

Section X **COMMENTS *(IF ANY)***

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Chapter 8.80 NOISE CONTROL REGULATIONS

8.80.010 Purpose.

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Bridgeport through the reasonable reduction, control and prevention of noise.

(Ord. dated 6/19/06 (part): Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-35)

8.80.020 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

"Ambient noise or background" means noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.

"Attached to a motor vehicle" means (a) in physical contact with a motor vehicle, or (b) connected to a motor vehicle by an electrical connection.

"Best practical noise control measures" means noise control devices, technology and procedures which are determined by the city's director of public facilities and/or his or her designee to be the best practical, taking into consideration the age of the equipment and facilities involved, the process employed, capital expenditures, maintenance cost, technical feasibility, and the engineering aspects of the applicable noise control techniques in relation to the control achieved and the nonnoise controlled environmental impact.

"Chief of Police" means the Chief of Police of the City of Bridgeport, or their designee.

"City ~~council~~Council" means the ~~city council~~City Council of the ~~city~~City.

"Commercial zone" means any business zone including business zones nos. 1, 2, 3 and 4 as defined in the zoning regulations of the city.

"Construction" means any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

"Construction equipment" means any equipment or device operated by fuel or electric power used in construction or demolition work.

"Controlled area" means any property owned by, leased to, or otherwise subject to the operational control of a permittee in connection with the licensed premises, including but not limited to dedicated parking areas, contracted valet areas, outdoor seating areas, patron queuing areas, and service or loading zones. The immediately adjoining public sidewalk and right-of-way shall be deemed part of the controlled area during the dispersal period when the permittee's staff is present in or directing patrons toward that area.

"Day-time hours" means the hours between seven a.m. and six p.m. Monday through Friday, and the hours between nine a.m. through six p.m. on Saturday and Sunday.

"Decibel" means a logarithmic unit of measure used in measuring magnitudes of sound. The symbol is DB.

"Demolition" means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surface or similar property.

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"Dispersal period" means the thirty (30) minutes immediately following the closing of the licensed premises to the public.

"Domestic power equipment" means, but is not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

"Emergency" means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

"Emergency vehicle" means any motor vehicle authorized to have sound warning devices such as sirens and bells which can lawfully be used when responding to an emergency.

"Emergency work" means work made necessary to restore property to a safe condition following an emergency, or work required to protect persons or property from exposure to imminent danger.

"Exterior liquor service noise" means any sounds that are either caused by exterior dining, exterior entertainment or by amplification speakers, or by leaving open exterior doors, windows or walls after eight p.m. on Sunday through Thursday and ten p.m. on Friday and Saturday, which cause exterior noise to exceed state class B noise zone levels.

"External" means outside of the enclosures or openings provided by the vehicle manufacturer for the vehicle's factory-installed audio system.

"Impulse noise" means sound of short duration (generally less than one second) with an abrupt onset and rapid decay.

"Industrial zone" means any industrial zone including light industrial and heavy industrial as defined in the zoning regulations of the city.

"Legal holiday" means those days designated as legal holidays by Connecticut General Statutes Section 1-4 or its successor (amended July 21, 1999).

"Licensed premises" means any premises within the City of Bridgeport holding a permit for the retail sale of alcoholic liquor issued by the Connecticut Department of Consumer Protection (DCP) under Title 30 of the Connecticut General Statutes, including but not limited to permits issued under CGS § 30-21a (night club), 30-22 (restaurant), 30-22a (cafe), 30-23 (club), and 30-26 (tavern).

"Loud amplification device or similar equipment" shall include, but not be limited to, a radio, television, phonograph, stereo, record player, tape player, cassette player, compact disc player, loud speaker or sound amplifier or external speaker attached to a motor vehicle which is operated in such manner that it creates noise.

"Motor vehicle" ~~shall be defined as per Section 14-1(26) of the Connecticut General Statutes (revision of 1958 as amended).~~ shall have the same meaning as provided in subdivision (60) of Section 14-1 of the Connecticut General Statutes, as amended from time to time.

"Muffler" means a device for abating sounds, such as escaping gases.

"Night-time hours" means the hours between six p.m. and seven a.m. Monday through Friday and six p.m. to nine a.m. Saturday and Sunday.

"Noise" means any sound, the intensity of which exceeds the standards set forth in Section 8.80.040 of this chapter or that is plainly audible at a distance of one hundred (100) feet from its source.

"Noise level" means the sound pressure level as measured with a sound level meter using the A-weighting network. The level so read is designated DB(A) or dBA.

"Permittee" means the holder of a liquor permit for a licensed premises, as defined herein, and shall include the permittee's agents, employees, and any person acting on the permittee's behalf.

"Person" means any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

"Premises" means any building, structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards, and real properties without buildings or improvements, owned or controlled by a person. The emitter's premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

"Property line" means that real or imaginary line along the ground surface and its vertical extension which: (1) separates real property owned or controlled by another person, and (2) separates real property from the public right-of-way.

"Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

"Recreational vehicle" means any nonregistered internal combustion engine powered vehicle which is being used for recreational purposes.

"Residential zone" means any residence zone including residence zones AA, A, B, BB, C, garden apartment zone or residence apartment zone, and any commercial zone when used for residential purposes, as defined in the zoning regulations of the city and all uses permitted therewith either as a right or as a special use.

"Sound" means a transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which in the air evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

"Sound level meter" means an instrument used to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for Sound Level Meters S1.4—1971 (Type S2A).

"Sound pressure level (SPL)" means twenty (20) times the logarithm to the base ten of the ratio of the pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter (20 × 10-6 Newton/meter^2), and is expressed in decibels (dB).

"Triggering hours" means the period beginning at 9:00 p.m. and continuing until thirty (30) minutes after the licensed premises closes to the public on any day the licensed premises is open.

"Vibration" means an oscillatory motion of sound bodies of deterministic or random nature described by displacement, velocity or acceleration with respect to a given reference point.

(Ord. dated 6/19/06 (part): Ord. dated 10/2/00: Ord. dated 5/1/00: Ord. dated 6/21/99; Ord. dated 12/21/92 § 67; prior code § 21-36)

(Ord. dated 10/5/15)

8.80.030 Noise level measurement procedures.

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable:

(1) Where and when a sound level meter is used:

~~A.~~(a) All personnel conducting sound measurements shall be trained in the current techniques and principles of sound measuring equipment and instrumentation.

~~B.~~(b) Instruments used to determine sound level measurements shall conform to the sound level meters as defined by this chapter.

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~~C.~~(c.) The general steps listed below shall be followed when preparing to take sound level measurements:

1. The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.
2. The sound level meter shall be calibrated before and after each set of measurements.
3. The sound level meter shall be placed at an angle to the sound source as specified by the manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.
4. Measurements shall be taken at a point that is located about one foot beyond the boundary of the emitter's premises within the noise receptor's premises. The emitter's premises includes his/her individual unit of land or group of contiguous parcels under the same ownership as indicated by public land records.

(2) In the absence of a sound level meter, noise will be plainly audible when noise can be heard at a distance of one hundred (100) feet from its source, by a person of normal hearing.

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(Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-37)

8.80.040 Noise levels.

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A. It is unlawful for any person to emit, allow or cause to be emitted any noise beyond the boundaries of his/her premises in excess of the noise levels established in these regulations.

B. Noise Level Standards:

Receptor's Zone

Emitter' s Zone	Industrial	Commercial	Residential/Day	Residential/Night
Residential	62 dBA	55 dBA	55 dBA	45 dBA
Commercial	62 dBA	62 dBA	55 dBA	45 dBA
Industrial	70 dBA	66 dBA	61 dBA	51 dBA

C. High Background Noise Levels and Impulse Noise.

1. In those individual cases where the background noise levels caused by sources not subject to these regulations exceed the standards contained in this chapter, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five dBA, provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) dBA at any time, and provided that this section does not decrease the permissible levels of other sections of this chapter.
2. No person shall cause or allow the emission of impulse noise in excess of eighty (80) dB peak sound pressure level during the nighttime to any residential noise zone.
3. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) dB peak sound pressure level at any time to any zone.

D. Exclusions. These levels shall not apply to noise emitted by or related to:

1. Natural phenomena;
2. Any bell or chime from any building clock, schools or church;

3. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation; provided, however, that burglar or intrusion alarms attached to a motor vehicle not terminating within thirty (30) minutes after being activated shall be unlawful; and provided that the repetition of activation of the audible signal of a burglar or intrusion alarm due to malfunction, lack of proper maintenance, or lack of reasonable care shall not be excluded and shall be unlawful;

4. Warning devices required by OSHA or other state or federal safety regulations;

5. Farming equipment or farming activity operated within an area used for strictly farming.

E. Exemptions. The following shall be exempt from these regulations subject to special conditions as spelled out:

1. Noise created as a result of, or relating to an emergency;

2. Noise from domestic power equipment such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated during daytime hours, provided, that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises therefrom;

3. Noise from snow removal equipment, provided, that such equipment shall be maintained in good repair so as to minimize noise and noise discharged from exhausts which shall be adequately muffled to prevent loud and/or explosive noises therefrom;

4. Noise created by an aircraft flight operations which are specifically preempted by the Federal Aviation Administration;

5. Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the city, including, but not limited to, parades, sporting events, concerts and firework displays;

6. Noise created by vehicles owned by or being utilized under a contract with a governmental entity providing that best practical noise control measures have been implemented;

7. Noise generated by any construction equipment which is operated during daytime hours, provided that operation of construction equipment during night-time hours shall not exceed the maximum noise levels as specified in this section, except that those building operations prohibited by Section 8.80.050(~~CB~~)(7) of this chapter are prohibited regardless of whether or not they exceed the maximum noise levels;

8. Notwithstanding the provisions of this chapter, noise generated from construction or demolition activities for the state-wide project for the installation of electric three hundred forty-five (345) kV lines and construction of the singer substation in accordance with the directive from the state of Connecticut Siting Council, by employees or authorized agents of Northeast Utilities and United Illuminating, are exempt from this chapter. Specific limitations on work hours for this project shall be established by the director of public facilities as a condition for obtaining street excavation permits, and by the municipal building official for the construction of the singer substation;

9. Notwithstanding the provisions of this chapter, noise generated from the operation of the Bridgeport Harbor Station electric-generating facility, including the installation and the operation of the Mercury Emissions Reduction Project, which project has been approved by the state of Connecticut Siting Council, are exempt from this chapter provided, that the overall noise generated by the operation of the electric generating facility shall not exceed the maximum noise levels as specified in subsection B of this section by more than the ten dBA, as currently allowed under Sections 22a-69-1 through 22a-69-7.4 of the Regulations of Connecticut State Agencies.

F. In the absence of a sound level meter, any noise plainly audible pursuant to Subsection (B) of Section 8.80.040 constitutes prima facie evidence of a violation of this section.

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(Ord. dated 5/7/07; Ord. dated 6/19/06 (part): Ord. dated 11/3/03; Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-38)

8.80.050 Prohibited noise activities.

A. General Prohibition. It is unlawful for any person to make, continue or cause to be made or continued any noise in violation of this chapter which reasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.

~~B. Officers of the police department shall issue a notice of violation for the following violations of this section of the noise ordinance without use of a sound level meter.~~

~~C~~B. Enumeration of Prohibited Acts. Each of the following acts, among others, is declared unlawful and is prohibited; but this enumeration shall not be deemed to be exclusive:

1. Blowing Horns, etc. The sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended and unless it is unnecessary as a warning to prevent or avoid a traffic or pedestrian accident;

2. Radios, Phonographs, etc. The playing of any radio, phonograph or any musical instrument in such a manner or with such volume as to reasonably annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any person in the vicinity;

3. Shouting, Singing, etc. Yelling, shouting, hooting, whistling or singing on the public street at any time or place so as to reasonably annoy or disturb the quiet, comfort or repose of any persons in any office, or in any dwelling, hotel or other type of residence, or of any person in the vicinity;

4. Animals. The keeping of any animal or bird which by causing frequent or long-continued barking, calling or other noise so as to reasonably annoy or disturb the quiet, comfort or repose of any person in any office, or in any dwelling, hotel or other type of residence or of any person in the vicinity;

5. Steam Whistles. The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities;

6. Exhaust Discharge. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;

7. Building Operations. The erection (including excavating), demolition, alteration or repair of any residential building, or the excavation of streets and highways, except as set forth in ~~Section 8.80.040(D)(8) of this chapter~~ subdivision 8 of subsection (E) of section 8.80.040, between the evening hours of six p.m. and seven a.m. Monday through Friday and the evening hours of six p.m. and nine a.m. on Saturday and Sunday and nonlegal holiday weekdays, except in case of urgent necessity in the interest of public safety, and then only with a permit from the board of building commissioners or any other board or commission in charge, which permit may be granted for a period not to exceed three days while the emergency continues. At all other times the owner, tenant, or their agent, shall have the right to erect and repair their property (amended June 21, 1999);

8. Engine Idling. No person shall operate an engine or any standing motor vehicle with a weight in excess of ten thousand (10,000) pounds manufacturer's gross vehicle weight (GVW) for a period in excess of three consecutive minutes when such vehicle is parked on a residential premises or on a city road immediately adjacent to a residential premises, except when a motor vehicle is forced to remain

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motionless because of traffic conditions or mechanical difficulties over which the operator has no control, or when necessary to operate heating, cooling or auxiliary equipment installed on the motor vehicle to accomplish the intended use thereof, or to bring the engine or motor vehicle to the manufacturer's recommended operating temperature, or when the temperature is below twenty (20) degrees Fahrenheit;

9. The creation of any excessive noise on any street that is adjacent to any school of learning, church or court while the same is in session, or is adjacent to any hospital, or medical facility for treatment which interferes with the working or sessions thereof or the persons therein.

10. Exterior liquor service noise which exceeds state class B maximum noise levels.

11. Igniting fireworks after 10:00 p.m., except by the City of Bridgeport or its designee for authorized public celebrations. Special permits must be obtained to ignite fireworks in the City of Bridgeport pursuant to Connecticut General Statutes § 29-357, as may be amended from time to time. Violation of this section shall be enforceable without use of a sound level meter.

~~D~~C. Affirmative Duties — Triggering Hours. Commencing at 9:00 p.m. on any day the licensed premises is open to the public, and continuing through the end of the dispersal period, the permittee shall:

1. Sound Management. Take reasonable measures to prevent noise generated within the licensed premises from exceeding the standards of § 8.80.040 at the property line, including monitoring amplified sound levels, reducing interior volume as needed, keeping exterior doors and windows closed during entertainment, and requiring exterior speakers to comply with § 8.80.060.

2. Exterior Patron Conduct. Take reasonable measures to prevent patrons within the controlled area from creating noise plainly audible at 100 feet from its source, including posting a staff member at the primary exterior entrance, actively directing patrons to disperse, requesting police assistance when patron conduct cannot be controlled by staff, and posting conspicuous signage at all exterior exits requesting quiet departure. For disturbances on the immediately adjoining public right-of-way, a permittee may be cited under this subsection only upon documentation by an enforcement officer that the persons responsible were patrons departing the licensed premises during triggering hours or the dispersal period.

3. Dispersal Period. During the dispersal period, the permittee shall take reasonable steps to ensure patrons vacate the controlled area, including directing patrons to depart and, where patron conduct requires, stationing staff at the exterior entrance. The permittee's obligation under this subsection concludes when the controlled area is clear or thirty (30) minutes after closing, whichever occurs first.

~~E~~D. Per Se Violations — No Sound Level Meter Required. The following acts and omissions by a permittee during triggering hours shall constitute violations of this section enforceable by officers of the Police Department without use of a sound level meter:

1. Failure to post at least one (1) staff member at the primary exterior entrance during triggering hours; provided, that where the permittee is subject to a security staffing condition imposed pursuant to subsection (E) of Section 8.80.100 or a license condition imposed by the Connecticut Department of Consumer Protection, the required posting shall be of a licensed security officer.;

2. Failure to post conspicuous "quiet departure" signage at all exterior exits as required by subdivision 2 of subsection (C) of this section 8.80.050;

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3. Permitting a patron gathering of five (5) or more persons to remain in the ~~adjacent~~ controlled area for more than fifteen (15) minutes after the close of the licensed premises without active staff intervention to disperse such gathering;

4. Failure to take action to reduce interior amplified sound or entertainment after being directed to do so by a Police Department officer responding to a noise complaint;

F. Exceptions. The duties imposed by this section shall not apply to:

1. A licensed premises operating under a valid special event permit or entertainment permit issued by the City of Bridgeport for an outdoor event, provided the permittee complies with all conditions of such permit.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03; Ord. dated 10/2/00: Ord. dated 5/1/00: Ord. dated 6/21/99: prior code § 21-38)

(Ord. dated 10/5/15)

8.80.060 Motor vehicle noise.

A. All motor vehicles operated within the limits of the city shall be subject to the noise standards and decibel levels set forth in the regulations authorized in Section 22a-73 of the Connecticut General Statutes and Sections 22a-69-1 through 22a-69-7.4 of the Regulations of Connecticut State Agencies, as may be amended from time to time.

B. No person shall operate a motor vehicle in such a manner as to emit noise~~, including noise generated by a loud amplification device~~ in violation of this chapter.

~~B.~~C. No sound amplifying devices on or within motor vehicles shall emit noise in excess of noise levels as specified in Section 8.80.040 of this chapter including noise generated by a loud amplification device as defined herein this chapter.

~~C.~~D. No person shall make, or cause or allow to be made, unreasonable noise from an external speaker or speakers attached to a motor vehicle in a manner reasonably likely to cause public inconvenience, annoyance or alarm, which is plainly audible at a distance of one hundred (100) feet from such vehicles by a person of normal hearing, except that loud speakers or public address systems are allowed provided prior to use thereof a permit has been obtained from the Bridgeport Police Department or other appropriate City department.

E. Forfeiture of External Speaker Equipment. In addition to any fine imposed under subsection (A)(2) of Section 8.80.100, any external speaker or sound amplification equipment used in connection with a second or subsequent violation of this section may be seized and declared forfeit to the City of Bridgeport by order of the Superior Court upon application by the Corporation Counsel. Seized equipment shall be held by the Chief of Police pending court order. The owner of seized equipment shall have fourteen (14) days from notice of seizure to request a hearing before the Noise Ordinance Violations Hearing Officer established under Section 8.80.110. Equipment not subject to a timely hearing request, or for which forfeiture is upheld after hearing, shall be disposed of in accordance with the City's property disposal procedures.

~~E~~F. This section dealing with motor vehicle noise shall be enforced by the chief of police and/or ~~his designated subordinates~~their designee.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03; Ord. dated 10/2/00: Ord. dated 5/1/00: Ord. dated 12/21/92 § 75(a); prior code § 21-40)

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8.80.070 Recreational vehicle noise.

No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standard set forth in Section 8.80.040.

(Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-41)

8.80.080 Inspections.

A. For the purpose of determining compliance with the provisions of this chapter, the director of health or his designated representative, as well as officers of the police department, are authorized to make inspections of all noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of noise. In the event that any person refuses or restricts entry and free access to any part of a premises or refuses inspection, testing or noise measurement of any activity, device, facility or process where inspection is sought, the director of health or his designated representative may seek from the appropriate court a warrant without interference, restriction or obstruction at a reasonable time, for the purpose of inspecting, testing or measuring noise.

B. It is unlawful for any person to refuse to allow or permit the director of health or his designated representative free access to any premises when the director of health or his designated representative is acting in compliance with a warrant for the inspection and order issued by the appropriate court.

C. It is unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of noise sources.

D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of his/her duties under this chapter.

(Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-42)

8.80.090 Variance and contracts.

A. Variances.

1. Any person living or doing business in Bridgeport may apply to the department of health for a variance from one or more of the provisions of this chapter, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all the following information to the director of health;
    a. The location and nature of the activity;
    b. The time period and hours of operation of said activity;
    c. The nature and intensity of the noise that will be generated; and
    d. Any other information required by the director of health.
2. No variance from these regulations shall be issued unless it has been demonstrated that:
    a. The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations;
    b. The noise levels generated by the proposed activity will not constitute a danger to the public health; and

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c. Compliance with the regulations constitutes an unreasonable hardship on the applicant.

3. The application for variance shall be reviewed and either approved or rejected within fifteen (15) days of receipt by the director of health. The approval or rejection shall be in writing and shall state the condition(s) of approval of the variance.

4. Failure to rule on the application in the designated time shall constitute approval of the variance.

B. Recourse. Any person aggrieved by the decision of the director of health with respect to any variances may appeal in accordance with the Charter to the environmental review board within a period of fourteen (14) days of receipt of the health director's decision.

C. Contracts. Any written agreement, purchase order or contract whereby the city is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials or any combination thereof, shall not be entered into unless such agreement purchase order of instrument contains provisions that any equipment or activities which are subject to the provisions of this chapter will be operated, constructed, conducted or manufactured without violating the provision of this chapter.

(Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-44)

8.80.100 Violation—Penalties.

~~Any person in violation of any of the provisions of this chapter shall be fined in an amount of one hundred dollars ($100.00) made payable to the city of Bridgeport. Each day such violation occurs or continues after the time for correction of the violation given in an order has elapsed shall constitute a separate violation. The imposition of any punishment under this chapter shall not prevent the enforced abatement of any unlawful conditions by the city.~~

A. Any person in violation of any of the following:

(1) the provisions of subsection (C) of section 8.80.050 shall be subject to the following escalating schedule:

Violation	Fine
First violation	Warning
Second violation	$100
Third or subsequent violation	$250

(2) the provisions of Chapter 8.80.060 shall be subject to the following escalating schedule:

Violation	Fine
First violation	$1,000
Second violation	$1,500
Third or subsequent violation	$2,000

All fines shall be made payable to the city of Bridgeport. Each day such violation occurs or continues after the time for correction of the violation given in an order has elapsed shall constitute a separate violation.

B. Enhanced Penalties: Licensed Premises.

Notwithstanding the penalty provisions of subsection (A) of this section, violations of subsection (BC) of section 8.80.050 by a permittee shall be subject to the following escalating schedule for violations within a twelve (12)-month period:

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Commented [AA2]: Why are these fines more than subdivision 1? **@galen murray**

Commented [AA2R2]: Murray mentioned it is a copy from either new haven or norwalk, will research to see what their ordinance says for fining motor vehicle noises

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Noise Violation	Fine	Referral to State of Connecticut Department of Consumer Protection
First Violation	One hundred fifty dollars ($150.00)	Not applicable
Second Violation	-Two hundred fifty dollars ($250.00)	Not applicable
Third Violation	Two hundred fifty dollars ($250.00)	Mandatory referral to the Connecticut Department of Consumer Protection Liquor Control Division pursuant to subsection (C) of section 8.80.100 of this chapter. City requests DCP civil penalty.
Fourth or Subsequent Violation	Two hundred fifty dollars ($250.00)	Referral shall be deemed ongoing. City requests escalating DCP action.

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For the purposes of this subsection, the twelve (12)-month period shall be measured on a rolling basis from the date of the first violation. Each day upon which a separate violation occurs shall constitute a separate offense. The filing of an appeal under § 8.80.110 shall not toll the twelve (12)-month period for purposes of calculating subsequent violations.

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C. Mandatory Notification — Third Violation.

Upon the issuance of a third citation to any licensed premises under subsection (C) of section 8.80.050 within any twelve (12)-month rolling period, the Chief of Police or his/her designee shall, within fourteen (14) days, transmit written notification to the Connecticut Department of Consumer Protection Liquor Control Division. Such notification shall include:

1. The name, address, and liquor permit number of the licensed premises;
2. Certified copies of each citation issued to the licensed premises under this chapter within the preceding twelve (12) months, including the date, nature of the violation, and disposition of each citation;
3. Any written police reports, incident reports, or body camera documentation associated with each cited violation;
4. A summary statement from the Chief of Police or designee describing the pattern of violations and any remedial steps taken or requested of the permittee; and
5. A statement that the City of Bridgeport is providing this notification pursuant to Connecticut General Statute § 30-55a and requesting that the Department consider appropriate action under Connecticut General Statutes § 30-46, 30-47, and 30-55.

D. License Condition Request.

Concurrent with or following the notification required by subsection (B), the Mayor, or the Mayor's designee, may submit a written request to the Connecticut Department of Consumer Protection requesting that, in lieu of or in addition to suspension or revocation, the Department impose one or more conditions on the liquor permit for the licensed premises pursuant to CGS § 30-55, including but not limited to:

1. Mandatory minimum security staffing ratios during triggering hours, as defined in subsection (~~D~~C) of section 8.80.050;

2. Mandatory exterior lighting standards for patron parking areas;

3. Restriction of last-call time to a designated hour before the permitted closing time;

4. Prohibition on outdoor entertainment or amplified sound after a specified time;

5. Mandatory participation by the permittee in a responsible hospitality or crowd management training program; or

6. Any other condition the Department of Consumer Protection deems appropriate to address the documented pattern of violations.

E. Voluntary Compliance Agreement.

At any time after the issuance of a second citation under section 8.80.050, the Chief of Police or their designee may enter into a written voluntary compliance agreement with the permittee. Such agreement shall:

1. Identify the specific violations and conditions giving rise to the agreement;

2. Require the permittee to implement specified remedial measures, which may include

   (a) posting a minimum of one licensed security officer at the primary exterior entrance during triggering hours;

   (b) conducting periodic staff walkthroughs of parking areas during triggering hours;

   (c) restricting last-call time to a designated hour before the permitted closing time;

   (d) any other remedial measure the Chief of Police deems reasonably calculated to prevent recurrence of the documented violations;~~ny of the conditions listed in subsection (B) of this section~~;

3. Specify a compliance monitoring period of not less than ninety (90) days;

4. Provide that if the permittee receives no further citations under this chapter during the monitoring period, the prior citations shall remain of record but the referral to the Department of Consumer Protection under subsection (C) shall be deferred;

5. Provide that if the permittee receives any additional citation during the monitoring period, the voluntary compliance agreement shall be void, all prior citations shall count toward the referral threshold, and mandatory DCP notification under subsection (C) of this section shall be made immediately; and

6. Be signed by the permittee and the Chief of Police or designee and filed with the City Clerk.

F. Ongoing Reporting. Once a licensed premises has been referred to DCP under subsection (C), the Chief of Police or their designee shall transmit to the Department of Consumer Protection any subsequent citation issued to that premises under this chapter, within fourteen (14) days of issuance, for as long as the Department of Consumer Protection referral remains open.

G. Annual Report to City Council. The Chief of Police shall include in an annual report to the City Council a summary of all citations issued to licensed premises under subsection (~~B~~C) of section 8.80.050 during the preceding calendar year, the number of DCP referrals made under this section, the disposition of any voluntary compliance agreements, and the status of any pending DCP proceedings known to the City.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03: Ord. dated 10/2/00: Ord. dated 5/1/00: prior code § 21-43; amended June 21, 1999)

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8.80.110 Noise violation appeals.

A. Administrative Appeal.

1. Any person, operator or owner of a vehicle which has been cited under this chapter may submit a written request for an administrative appeal to the chief of police or his designee of the issuance of such citation within a designated appeal period of not more than fourteen (14) days from the date of the citation.

2. The chief of police or his designee shall establish and publish notices indicating the procedures to request administrative appeal under subdivision 1 of subsection ~~(A)(1)~~(A) of this section and shall cause notice of appeal rights to be printed on each violation notice issued.

3. Payment of the penalty/fines shall be stayed pending the administrative appeal. Payment of the penalty/fine shall be made within fourteen (14) days of mailing of finding of the administrative appeal unless a finding was made in favor of the appellant or the appellant has elected to proceed under subsection B of this section.

4. Any person who has requested administrative appeal shall be notified in writing within forty-five (45) days of the issuance of the citation, of the findings relative to the appeal. If dissatisfied with such finding, a formal hearing may be requested by submitting a written request to the chief of police or his designee within fourteen (14) days of such finding of the administrative appeal in accordance with subsection B of this section.

B. Formal Hearing Procedure: Noise Ordinance Violations Hearing Officer.

1. Pursuant to Connecticut General Statute Section 7-148, as amended, the mayor shall appoint, with the approval of the ~~city council~~ City Council, one or more noise ordinance violations hearing officer(s) (the "officer").

Officer(s) shall not be employed by the ~~police~~ Health department. Officer(s) shall serve for a term of two years or part thereof, which term shall commence from date of approval by the ~~city council~~City Council and shall end on December 31st of every even year. Officer(s) may be compensated by the city with the funds appropriated for this purpose as recommended by the mayor and approved by the ~~city council~~ City Council.

2. Officer(s) shall be empowered to hear appeals from the issuance of noise violation citations or as otherwise herein provided.

3. Any person, owner or operator of a vehicle cited pursuant to this chapter may request a formal hearing before officer(s) within fourteen (14) days of any of the following events:

   a. Issuance of noise violation citation;

   b. Issuance of adverse findings in the administrative appeal;

   c. First issuance of notice of delinquency of noise violation citation.

4. Hearing Procedure Shall Comply with Connecticut General Statute Section 7-148.

   a. In scheduling formal appeal hearings, the appellant shall be notified by mail of the place and time of hearing. Such notice shall be provided at least fifteen (15) days but not more than thirty (30) days prior to the scheduled hearing date.

   b. The procedure for the hearing shall be informal as to the rules of evidence, but testimony shall be taken under oath or affirmation.

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c. In considering an appeal, the hearing office may consider all relevant facts and circumstances and may require personal appearance of the appellant and issuing officer.

d. Should the officer find in favor of the appellant, he shall so certify to the police department and the record of the citation shall be removed from the files of the city.

e. Should the officer find the issuance of the citation proper, he shall so certify to the police department and no further appeal under this section shall be considered, either administrative or formal.

f. If such penalty is not paid on the date of its entry, the city may proceed to enforce the penalty pursuant to Connecticut General Statutes section 7-148 (10)(A) as amended.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03; Ord. dated 10/2/00)

8.80.120 Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this chapter which can be given effect without the invalid provisions or application; and to this end, the provisions of this chapter and the various applications thereof are declared to be severable. All provisions of the zoning regulations of the city which are more stringent than those set forth herein shall remain in full force and effect.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03)

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8.80.130 Enforcement.

This chapter shall be enforced by the chief of police and/or the city's director of health and/or their respective designated subordinates in accordance with its terms and provisions. With respect to violations by a licensed premises as defined in subsection (BC) of section 8.80.050, the Chief of Police shall serve as the primary enforcement officer and Department of Consumer Protection liaison for the purposes of subsection (C) of -section 8.80.100. Zoning enforcement officers and code enforcement officers of the City of Bridgeport shall have concurrent authority to issue citations for violations of § 8.80.050(B) and § 8.80.060 of this chapter.

(Ord. dated 11/3/03)

Formatted: Numbering: Continuous

Boyer, Mike

From: Aguilera, Ashley
Sent: Wednesday, October 28, 2026 3:39 PM
To: Ortiz, Frances; Pettway, Lonnette; Williams, Althea; Boyer, Mike
Cc: Murray, Galen; Toms, Tyisha; Jankovsky, Michael; Anastasi, Mark T; Herron, Jeanette
Subject: City Council Submission: Proposed Amendment to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations
Attachments: Proposed Amendment to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations.docx; Chapter 8.80 Noise Control Regulations 10.28.2026.docx

Importance: High

Good day City Clerk's Office,

I hope all is well with you. On behalf of Councilman Murray, please find attached a Proposed Amendment to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, for referral to the Ordinance committee for placement on the November 2nd, 2026, Council meeting.

Please let me know if there is anything else you need from me. Thank you,
AA

Ashley Aguilera
Director of Legislative Services
City of Bridgeport
999 Broad Street, Bridgeport, CT
Ashley.Aguilera@bridgeportct.gov
O: (203) 330-4250 | C: (475) 344-9601

RECEIVED
CITY CLERKS OFFICE
26 OCT 28 AM 3:43
ATTEST
CITY CLERK

From: Murray, Galen <Galen.Murray@Bridgeportct.gov>
Sent: Wednesday, October 28, 2026 3:11 PM
To: Aguilera, Ashley <Ashley.Aguilera@Bridgeportct.gov>
Subject: Noise Control Resolution and Draft Ordinance
Importance: High

Hi Ashley,

Thank you for your help getting this submitted to the Clerk's office today prior to 4:30.

Please copy me on the submission and text if possible as I will be picking up the kids from school shortly.

Appreciate you,

Galen Murray
City Council – 130th District
City of Bridgeport
999 Broad Street, Bridgeport, CT
06604
Galen.Murray@bridgeportct.gov

C: (203) 218-9812

OFFICE OF THE CITY CLERK
COMMUNICATION FORM

SECTION I — **IMMEDIATE CONSIDERATION**

Item Number:	141-25		
Department:	City Council	Contact Name:	Jeanette Herron, Council President Co-Sponsors: Ernest E. Newton; Michelle A. Lyons, Richard Ortiz, Jorge Cruz Sr., Rolanda Smith and Keyla D. Medina.
Referred to Committee:	IMMEDIATE CONSIDERATION	City Council Meeting Date:	November 2, 2026
Submission Title:	Proposed Resolution regarding the Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez.		

SECTION II — **CITY COUNCIL APPROVAL/DENIAL DATE**

Date

Choose an item.

ATTEST

Signature:

Lydia N. Martinez, City Clerk — Date

Approved by:

Joseph P. Ganim, Mayor — Date

OFFICE OF THE CITY CLERK
RESOLUTION FORM

SECTION I **CITY COUNCIL SUBMISSION INFORMATION**

Item Number: 141-25

Submitted by Councilmember(s): Jeanette Herron, City Council President **District:** 133RD

Co-Sponsors(s): Ernest E. Newton, Michelle A. Lyons, Richard Ortiz, Jorge Cruz, Sr., Rolanda Smith, Keyla D. Medina

Submission Title: Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez

Referred to Committee: IMMEDIATE CONSIDERATION

City Council Date: November 2, 2026

26 OCT 29 PM 1:

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

WHEREAS, elected officials should lead by example by promoting civil discourse, mutual respect, and constructive engagement, rather than engaging in conduct or using language that undermines public trust and creates division among the City of Bridgeport's elected officials; and

WHEREAS, Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez both displayed behavior and conduct at the October 19th, 2026, meeting of the Bridgeport City Council that raised concerns regarding the standards of decorum, professionalism, and respectful discourse expected of elected officials; and

WHEREAS, during the October 19th, 2026, City Council meeting, Councilwoman Martinez addressed Councilwoman Pereira by name and made statements concerning Councilwoman Pereira's conduct during a prior committee meeting, violating the City Council's Rules of Order, which require Councilmembers to refrain from mentioning other Councilmembers by name while speaking, to avoid personalities, and to refrain from using unbecoming, abusive, or unparliamentary language; and

WHEREAS, immediately following the adjournment of the October 19th, 2026, City Council meeting, Councilwoman Pereira made derogatory and profane remarks directed toward fellow Councilmembers, including referring to Councilman Galen Murray as "a pig," telling him to "shut the f___ up," and referring to Councilman Jorge Cruz, Sr. as "ghetto," and referring to Councilwoman Eneida L. Martinez as "ratchet," which remarks were overheard and corroborated by other elected officials and City staff members; and

WHEREAS, the use of such derogatory, profane, or personally disparaging language among elected officials is inconsistent with the standards of professionalism, mutual respect, and civil discourse expected of members of the City Council and undermines the collaborative environment necessary for effective municipal governance in the City of Bridgeport; and

OFFICE OF THE CITY CLERK
RESOLUTION FORM

WHEREAS, the conduct and statements attributed to Councilwoman Pereira and Councilwoman Martinez in connection with the October 19th, 2026, City Council meeting contributed to a contentious and divisive atmosphere among members of the City Council; and

WHEREAS, Rule XXVI: Conduct in City Council of the City Council Rules of Order provides as follows:

> "In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.
>
> Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made,"; and

WHEREAS, the City Council seeks to uphold its Rules of Order and reinforce the expectation that all Councilmembers conduct themselves in a manner that promotes respectful deliberation, accountability, and integrity; and

WHEREAS, at the November 2nd, 2026, City Council meeting, Councilwoman Pereira and Councilwoman Martinez will each be provided with an opportunity to address the conduct described herein and to offer an apology; and

WHEREAS, Councilwoman Pereira and Councilwoman Martinez will each be provided with an opportunity to be heard before the City Council adopts this resolution, including an opportunity to respond to the allegations and explain why the resolution ought not be adopted.

NOW, THEREFORE, BE IT RESOLVED, that for the reasons stated herein, the City Council of the City of Bridgeport officially hereby condemns and as a body disavows City Councilwoman Maria H. Pereira and City Councilwoman Eneida L. Martinez's recent improper behavior displayed at the October 19th, 2026, City Council meeting and post-meeting discussion with other fellow Councilmembers, as not being representative of the values, decency and commitment to civil discourse that we hold dear; and

BE IT FURTHER RESOLVED, that Councilwoman Pereira and Councilwoman Martinez are hereby held in contempt, and suspended from further participation in debate until said apologies are made. They will remain eligible to vote on matters before the City Council and to make and to second motions at City Council meetings. However, until such time as they apologize, they will not be eligible to engage in substantive or procedural debate concerning matters pending before the City Council.

OFFICE OF THE CITY CLERK
RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/RESPONSES RECEIVED

Department	Date of Referral	Response Received	Date of Response
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
☐ Yes ☐ No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS ENTERED INTO THE RECORD

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

OFFICE OF THE CITY CLERK
RESOLUTION FORM

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	
Choose an item.	☐ Yes ☐ No	

SECTION VII WITHDRAWL/SINE DIE INFORMATION

Details	Check box below	Date
Choose an item.	☐ Yes ☐ No	

SECTION VIII CITY COUNCIL APPROVAL/DENIAL DATE

Details: *(select one)*	City Council Approval Date
Choose an item.	Choose an item.

SECTION IX APPROVAL LETTER NOTIFIED INFORMATION

Enter text (date and names of those notified)

Section X COMMENTS *(IF ANY)*

Enter text

Pettway, Lonnette

From: Aguilera, Ashley
Sent: Thursday, October 29, 2026 11:06 AM
To: Ortiz, Frances; Pettway, Lonnette; Williams, Althea; Boyer, Mike
Cc: Herron, Jeanette; Newton, Ernest; Lyons, Michelle; Ortiz, Richard; Cruz, Jorge; Smith, Rolanda; Medina, Keyla
Subject: City Council Submission: Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez
Attachments: Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez.pdf; Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez.docx

Good day City Clerk's office,

I hope all is well with you. On behalf of City Council President Herron, please find attached a resolution for Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez for placement on the November 2nd, 2026, Council meeting for immediate consideration, no referral to committee.

Please let me know if there is anything else you need from me. Thank you,
AA

Ashley Aguilera
Director of Legislative Services
City of Bridgeport
999 Broad Street, Bridgeport, CT
Ashley.Aguilera@bridgeportct.gov
O: (203) 330-4250 | C: (475) 344-9601

RECEIVED
26 OCT 29 PM 1:10
CITY CLERK

From: Aguilera, Ashley
Sent: Thursday, October 29, 2026 10:37 AM
To: Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>
Subject: RE: Pereira previous

Good morning Council President,

I hope all is well with you. As requested, please find attached a resolution for a Proposed Censure of Councilwoman Maria H. Pereira and Councilwoman Eneida L. Martinez, with the Council leadership listed as co-sponsors.

I know you mentioned that you want to offer the Councilmembers an opportunity to apologize at Monday's meeting. I recommend that is done by submitting this resolution as immediate consideration and not referring it to any committee, that way debate and discussion of the item takes place on the same night.

Let me know your thoughts for any edits or additional information and I can send over to the Clerk's office as soon as possible!

Thank you,
AA
Ashley Aguilera

From: Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>
Sent: Thursday, October 29, 2026 8:48 AM
To: Aguilera, Ashley <Ashley.Aguilera@Bridgeportct.gov>
Subject: Fw: Pereira previous

Good morning, I'm sending this as a reference. I spoke to the clerks office and we have to do an addendum.
As discussed with the city attorney on Monday .
Eneida and Maria I need to do this .
Maria for disrespecting council members at the last council meeting stating , ghetto, ratched, and calling a member stupid and to shut up.

Eneida, same meeting calling out Maria's name our rules state that we are not to state names .
The meeting became combative.
Please call me when you see this .
We have to get this to the clerk today.
All leadership willl be on it .

Thank you

Get Outlook for iOS

From: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>
Sent: Wednesday, 28 October 2026 16:21:03
To: Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>; jinone@aol.com <jinone@aol.com>
Subject: Pereira previous

City of Bridgeport, Connecticut
Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 104-25

RESOLVED, that the attached Agreement between the City of Bridgeport and the Bridgeport School Crossing Guards Association regarding their collective bargaining unit contract for the period of September 1, 2026 to June 30, 2031, has been **DENIED** as voted on by the Contracts Committee at their regularly scheduled meeting held on October 14, 2026.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Dasha T. Spell, D-132nd, ***Co-chair***

Richard Ortiz, D-135th, ***Co-chair***

Keyla D. Medina, D-138th

Ernest E. Newton II, D-139th

Eneida L. Martinez, D-139th

Loret Dubac, D-134th

Alfredo Castillo, D-136th

City Council Date: *November 2, 2026*

CITY OF BRIDGEPORT

FINANCIAL IMPACT OF CONTRACT for: SCHOOL CROSSING GUARDS UNION TENTATIVE AGREEMENT JULY 1, 2026 THROUGH JUNE 30, 2031

FY2027 THROUGH FY2031

FISCAL YEARS FY2027 thru FY2031										5 Yr Impact
		FY2027	FY2028		FY2029		FY30		FY31	Y2031 Compounded
SCHOOL CROSSING GUARDS	Pay Annual Salary	9/1/2026 Increase	7/1/2027 Increase	thru FY28 Compound	7/1/2028 Increase	thru FY2029 Compound	7/1/2029 increase	thru FY2030 Compounded	7/1/2030 increase	thru FY2031 Compounded
					%		%		%	
		$17	2.00%	2 Years	2.00%	3 Years	2.00%	4 Years	2.00%	5 Years
CITY 100% BUDGET IMPACT:	Total salaries									
TOTAL SCHOOL CROSSING GUARD SALARIES June 2026 (approx. 81 members)	$1,040,000									
Total Increase per year, and per year when compounded, part time employees		10,400	21,008	31,408	21,428	52,836	21,857	74,693	22,294	96,987
TOTAL CROSSING GUARDS UNION SALARIES per Year of Contract		1,050,400		1,071,408		1,092,836		1,114,693		1,136,987
additional Life premium increase $5,000 to $25,000, curr cost $12/yr/pp		3,900	0	3,900	0	3,900	0	3,900	0	3,900
TOTAL CITY BUDGET Cost per Year over life of Contract		14,300	21,008	35,308	21,428	56,736	21,857	78,593	22,294	100,887
									Avg Cost:	
									Per Year	$20,177

#REF!

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION

September 1, 2026 to June 30, 2031

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE 1 - REGOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all School Crossing Guards employees of the City of Bridgeport.

1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

1.3 School Crossing Guard positions are considered 'at-will' employment.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following: To determine the services of the City; to direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce; to determine the technology and the efficiency of its governmental operations and services; and to fulfill all of its legal responsibilities.

ARTICLE 3 - NONDISCRIMINATION

3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE 4 - HOLIDAYS

4.1 All School Crossing Guards shall be paid for the following holidays, provided school is in session and they are scheduled to work, and do work, the day before and the day after the holiday: Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day, Independence Day, Juneteenth.

4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday. The requirement to work the day before and the day after a holiday can be waived if the employee is excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 For all employees covered by this agreement the hours of work will be from 7:45 a.m. to 9:00 a.m.; and 2:00 p.m. to 3:40 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.

5.2 As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.

5.3 All new employees, including any employee hired after a three (3) month absence from service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE 6 - WAGES

6.1a Effective September 1, 2026 the hourly rate shall be increased to $17.00 per hour.

6.1b Effective July 1, 2027, the hourly rate shall be increased by two percent (2.0%).

6.1c Effective July 1, 2028, the hourly rate shall be increased by two percent (2.0%).

6.1d Effective July 1, 2029, the hourly rate shall be increased by two percent (2.0%).

6.1e Effective July 1, 2030, the hourly rate shall be increased by two percent (2.0%).

6.2 All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

7.1 School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.

7.2 School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:

1. One (1) glow vest
2. Two (2) gloves: (1) winter - (1) summer
3. One (1) Raincoat

7.3 The supervisor will be responsible for timely ordering and distribution of uniforms and equipment. Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.

7.4 All active School Crossing Guards returning shall receive a one hundred and sixty dollar ($160.00) payment to be placed toward the purchase or replacement uniform items specified in 7.1 thru 7.3 above.

7.5 Upon discharge or resignation all issued or purchased equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.

7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE 8 - VACATION

8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall

receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.

8.2 Vacation time can only be taken when school is not in session.

ARTICLE 9 - INSURANCE

9.1 The City shall provide and pay for the cost of a Twenty-five thousand dollars ($25,000) Group Term Life Insurance and accidental Death and Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE 10 - SICK LEAVE

10.1 Sick Leave Allowance - Sick leave shall be earned by each active member of the union, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.

10.2 A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.

10.3 All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to two hundred ten (210) days. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

10.4 Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars ($200.00) lump sum payment. Said payment shall be made during the month of June.

10.5 The City of Bridgeport policies, including but not limited to, the Attendance Policy and all subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.

10.6 Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

ARTICLE 11 - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish 100 copies of this Agreement to distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire.

ARTICLE 12 - SAVINGS CLAUSE

12.1 If any section, sentence, clause of phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein

shall become inoperative or fail by reason of invalidity of any other portion or provisions

ARTICLE 13 - TERMINATION

13 This agreement shall be effective on the 1st day of September, 2026 and shall remain in full force and effect until the 30th day of June, 2031.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto set their hand this day of

_____day of _____, 2026.

FOR THE CITY

_____

Mayor Joseph P. Ganim

_____

Eroll Skyers
Director of Labor Relations

FOR THE UNION

_____

Angel Resto, President
Bridgeport School Crossing Guards Association

_____

Jon Gedron
Bridgeport School Crossing Guards Association

JOB DESCRIPTION – SCHOOL CROSSING GUARD

Classification Title: **School Crossing Guard**
Job Class Code: **3601**
Civil Service Designation: Classified service; non-competitive
Union: **School Crossing Guards**

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
- Accompanies children across streets and sees that children do not cross streets while traffic is moving.
- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

a. As to education, training and experience:
   - Graduation from high school, vocational school, or GED equivalent.
   - Basic knowledge of first aid and/or CPR, a plus.

b. As to special knowledge, abilities, and skills:
   - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
   - Patience and sensitivity while dealing with children and the general public. Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.

- Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
- Must be able to understand English and speak English well enough to be clearly understood.
- Demonstrated capability to use accurate judgment of traffic flow, speed and direction of travel; prioritize activities; regular use of hand-held stop sign, reflector vest, cones, etc.
- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, run, talk, and hear. The employee is required to use hands to handle, feel or operate objects; and reach with hands and arms. The employee is occasionally required to balance, stoop, kneel, or crouch. The employee must frequently lift and/or move up to 5 pounds and occasionally lift weights up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION

~~September 1, 2021 to August 31, 2026~~

September 1, 2026 to June 30, 2031

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE 1 - REGOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of

employment for all School Crossing Guards employees of the City of Bridgeport.

1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

1.3 School Crossing Guard positions are considered 'at-will' employment.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following: To determine the services of the City; to direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce; to determine the technology and the efficiency of its governmental operations and services; and to fulfill all of its legal responsibilities.

ARTICLE 3 - NONDISCRIMINATION

3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE 4 - HOLIDAYS

4.1 All School Crossing Guards shall be paid for the following holidays, provided school is in session and they are scheduled to work, and do work, the day before and the day after the holiday: Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day, Independence Day, Juneteenth.

~~**4.2** In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.~~

4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday. The requirement to work the day before and the day after a holiday can be waived ~~foregone~~ if the employee is excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 For all employees covered by this agreement the hours of work will be from 7:45 a.m. to 9:00 a.m.; and 2:00 p.m. to 3:40 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.

5.2 As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.

5.3 All new employees, including any employee hired after a three (3) month absence from service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE 6 - WAGES

6.1a Effective ~~September 1, 2021~~ September 1, 2026, ~~the wage structure will be changed to a single step, i.e., steps 2 and 3 are eliminated.~~ t~~T~~he ~~Step 1~~ hourly rate shall be increased to $17.00 per hour.

6.1b ~~Effective July 1, 2022, the Step 1 hourly rate shall be increased to $14.00 per hour.~~ Effective July 1, 2027, the hourly rate shall be increased by two percent (2.0%).

6.1c ~~Effective June 1, 2023, the Step 1 hourly rate shall be increased to $15.00 per hour.~~ Effective July 1, 2028, the hourly rate shall be increased by two percent (2.0%).

6.1d ~~Effective September 1, 2024, the hourly rate shall be increased by two percent (2.0%).~~ Effective July 1, 2029, the hourly rate shall be increased by two percent (2.0%).

6.1e ~~Effective September 1, 2025, the hourly rate shall be increased by two percent (2.0%).~~ Effective July 1, 2030, the hourly rate shall be increased by two percent (2.0%).

6.2 All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

7.1 School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.

7.2 School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:

1. One (1) glow vest
2. Two (2) gloves: (1) winter - (1) summer
3. One (1) Raincoat

7.3 The supervisor will be responsible for timely ordering and distribution of uniforms and equipment. Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.

7.4 ~~Effective September 1, 1997,~~ Aall active School Crossing Guards returning shall receive a one hundred and sixty dollar ($160.00) payment to be placed toward the purchase or replacement uniform items specified in 7.1 thru 7.3 above.

7.5 Upon discharge or resignation all issued or purchased equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.

7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE 8 - VACATION

8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.

8.2 Vacation time can only be taken when school is not in session.

ARTICLE 9 - INSURANCE

9.1 The City shall provide and pay for the cost of a Twenty-five ~~(5)~~ thousand dollars ($25,000) Group Term Life Insurance and accidental Death and

Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE 10 - SICK LEAVE

10.1 Sick Leave Allowance - Sick leave shall be earned by each active member of the union, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.

10.2 A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.

10.3 All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to two hundred ten (210) days. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

10.4 Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars ($200.00) lump sum payment. Said payment shall be made during the month of June.

10.5 The City of Bridgeport policies, including but not limited to, the Attendance Policy ~~that became effective on April 1, 2000~~ and all ~~its~~ subsequent

amendments, modifications and replacements as determined by the City are incorporated into this contract.

10.6 Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

ARTICLE 11 - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish 100 copies of this Agreement to distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire.

ARTICLE 12 - SAVINGS CLAUSE

12.1 If any section, sentence, clause of phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provisions

~~ARTICLE 13 - DRUG TESTING~~

~~**13.1** The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51t through 31-51bb inclusive, excluding section 31-51v. The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.~~

ARTICLE ~~14~~13 - TERMINATION

13 ~~14.1~~ This agreement shall be effective on the 1st day of September, ~~2021~~ 2026 and shall remain in full force and effect until the 30th ~~31st~~ day of ~~August~~ June, 20~~26~~ 31.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto set their hand this day of

_____day of _____, 2026.

FOR THE CITY

_____

Mayor Joseph P. Ganim

_____

Eroll Skyers
Director of Labor Relations

FOR THE UNION

_____

Angel Resto, President
Bridgeport School Crossing Guards Association

_____

Jon Gedron
Bridgeport School Crossing Guards Association

JOB DESCRIPTION – SCHOOL CROSSING GUARD

Classification Title: **School Crossing Guard**
Job Class Code: **3601**
Civil Service Designation: **Classified service; non-competitive**
Union: **School Crossing Guards**

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
- Accompanies children across streets and sees that children do not cross streets while traffic is moving.
- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

a. As to education, training and experience:
   - Graduation from high school, vocational school, or GED equivalent.
   - Basic knowledge of first aid and/or CPR, a plus.

b. As to special knowledge, abilities, and skills:
   - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
   - Patience and sensitivity while dealing with children and the general public. Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.

- Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
- Must be able to understand English and speak English well enough to be clearly understood.
- Demonstrated capability to use accurate judgment of traffic flow, speed and direction of travel; prioritize activities; regular use of hand-held stop sign, reflector vest, cones, etc.
- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, run, talk, and hear. The employee is required to use hands to handle, feel or operate objects; and reach with hands and arms. The employee is occasionally required to balance, stoop, kneel, or crouch. The employee must frequently lift and/or move up to 5 pounds and occasionally lift weights up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

WAGE APPENDIX

Baesd on 2 hours 55 minutes worked per day (2.916667 hours)					
DAILY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025
First step	$ 38.35	$ 40.83	$ 43.75	$ 44.63	$ 45.52

Baesd on 2 hours 55 minutes worked per day (2.916667 hours)					
HOURLY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025
First step	$ 13.15	$ 14.00	$ 15.00	$ 15.30	$ 15.61