



CITY OF NEW BRITAIN
DEPARTMENT OF PUBLIC WORKS/COST-SHARING SIDEWALK REPAIR
PROGRAM AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 2025 by and between the CITY OF NEW BRITAIN, a municipal corporation with its principal place of business located at 27 West Main Street, City of New Britain, County of Hartford, State of Connecticut 06051 (the "City") and _____ (the "Owner") individuals residing at _____.

I. STATEMENT OF PURPOSE:

- 1.1. Under Section 21-70 of the City Ordinances, the owner or custodian of any building, or lot of land bordering upon any street where there is a sidewalk shall:
 1. Keep the sidewalk in a condition safe and convenient for the use of the public;
 2. Repair all defects in the sidewalk which in any way endanger or hamper the movement of public traffic; and
 3. Remove without delay any and all obstructions that may be placed or found on the sidewalk.
- 1.2. Recognizing the high costs associated with sidewalk repairs, the City has developed a Cost-Sharing Sidewalk Repair Program which involves the City reimbursing property owners up to a certain percentage of the cost of sidewalk replacement or repair for existing single-family to six-family residential properties.

II. DEFINITIONS:

- 2.1. Cost-Sharing Sidewalk Repair Program: The City's program per this Agreement to reimburse eligible Owners for the Project Cost of Sidewalk Repair by a Qualified Contractor for existing single-family homes and owner occupied to two to six-family residential properties.
- 2.2. Owner: Owner(s) of an existing single-family to six-family owner occupied residential property located in the City with a building, or lot of land, bordering upon any street where there is a sidewalk within the meaning of Section 21-70 of the City Ordinances.

- 2.3. Project Cost: The total cost to the Owner for all work conducted to repair the applicable sidewalk. Total cost includes all moneys expended by the Owner to pay a Qualified Contractor to conduct Sidewalk Repair of any sidewalk that borders his or her property within the meaning of Section 21-70 of the City Ordinances.
- 2.4. Sidewalk Repair: The rehabilitation of a section, or sections, of sidewalk that borders the Owner's property by a Qualified Contractor constructed in accordance with City Engineering Standards which shall commence on or after the date of the execution of this Agreement.
- 2.5. Qualified Contractor: A contractor that is licensed to conduct sidewalk construction within the City.
- 2.6. City Engineering Standards: City of New Britain Standards for Municipal Construction prepared and issued by the Department of Public Works Engineering Division including all revisions and updates.
- 2.7. Reimbursement Value: The maximum amount of money a property Owner can be reimbursed under this program and agreement for sidewalk repairs is based on the cost of the sidewalk repairs using the City Sidewalk Contractor's unit prices for this work. In addition to the actual cost of sidewalk repairs other incidental project costs such as costs for NBPD traffic protection (if needed) and permitting fee are eligible. In no case shall this value exceed \$6,000.

III. COST-SHARING SIDEWALK REPAIR PROGRAM

- 3.1. Program Description: By and through this Agreement, the City agrees to reimburse the Owner of an existing single-family to six-family residential property in the City for a predetermined percentage, an amount no greater than \$6,000, of the Project Cost of Sidewalk Repair incurred by an Owner who is eligible under the terms as set forth in this Agreement.
- 3.2. Reimbursement: The City will reimburse Owners for up to 50% of the Project Cost of Sidewalk Repairs and Replacements for single family residential properties, 40% for two family properties, and 33% for three to six family properties. \$6,000 is the maximum value the City will reimburse a property Owner for Sidewalk Repair under this program. Owners will not be eligible for reimbursement for Sidewalk Repair for any property that is larger than a six-family residential property. The maximum Reimbursement Value for a property shall be established by the City based on field measurements, and shall be listed within this agreement. The Owner must provide the City with proof of residency at the property involved, and proof of payment to the Qualified Contractor prior to receiving reimbursement.

3.3. The Cost-Sharing Sidewalk Repair Program has the following limitations and requirements:

- a. Property owners must enter into an agreement with the City to be eligible for this program and sidewalk repair reimbursement funds.
- b. This program is limited to New Britain residents, and owner occupied rental properties.
- c. \$6,000 is the maximum value the City will reimburse a property owner.
- d. The maximum construction cost the City will reimburse a property owner is based on the pricing of the City's sidewalk contractor which was selected under a Public Bid process.
- e. New construction is exempt from this program.
- f. This program is limited to sidewalk repairs on existing properties.
- g. Sidewalk work must be performed by a qualified contractor licensed to do sidewalk construction with the City.
- h. Work must be completed in conformance with City's Engineering Standards.
- i. All applicable state and local permits must be obtained when doing the sidewalk repair work.
- j. Police traffic control costs can be included in the total project cost.
- k. The property owner must provide the City proof of payment to the contractor prior to receiving reimbursement along with other records justifying payment such as applicable invoices.
- l. A field inspection, or inspections, must be performed by qualified City staff signing off that the Sidewalk repairs work meets City specifications. If the City discovers upon inspection that any Sidewalk Repair is not completed in conformance with the City's Engineering Standards, the City may withhold any reimbursement funds until the Sidewalk Repair is completed by the Qualified Contractor in conformance with the City's Engineering Standards.
- m. All Sidewalk Repair must be completed within 6 months of the date of the execution of this Agreement.

IV. MISCELLANEOUS:

- 4.1. Modification: The parties may mutually modify this agreement in writing at any time.
- 4.2. Enforceability: This agreement shall be governed by the laws of the State of Connecticut and enforceable in its courts.

- 4.3. Choice of Law and Venue: This Agreement shall be deemed to be executed in the State of Connecticut, County of Hartford and shall be construed in accordance with Connecticut law.
- 4.4. Hold Harmless Agreement: The Owner, its agents and assigns shall hold harmless the City from any and all claims related to wrongful willful or negligent performance of services by the Owner's Contractor.
- 4.5. Entire Agreement: This Agreement supersedes any and all prior negotiations, understanding and agreements between the parties with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement of the subject matter hereof which are not contained herein.
- 4.6. Reservation of Rights: Nothing in this Agreement shall preclude the City from electing, within its sole discretion, to conduct any Sidewalk Replacement at its own expense. The City further reserves the right to recover such expenses incurred in the course of conducting said repairs from the Owner pursuant to CGS Sec. 49-73b; and such expense incurred shall be subject to a lien for the payment of such expenses. Pursuant to CGS Sec. 49-73b, such lien shall take precedence over any other encumbrance except municipal tax assessments on such real estate.

V. MAXIMUM REIMBURSEMENT

The Maximum Value for sidewalk construction reimbursement (including local permitting costs) for this property is_____ which has been determined by a representative of NBPW's Engineering Office based on field measurements and coordination with the Owner. Reimbursement for the applicable portion of Police Traffic Protection costs (if needed) may be in addition to this. In no case though shall the total reimbursement exceed \$6,000.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF NEW BRITAIN

Mark E. Moriarty, P.E.
Director of Public Works

Signature

PROPERTY OWNER AND ADDRESS

Name

Street Address

Signature