

**PUBLIC SAFETY AND SECURITY COMMITTEE**  
**March 3, 2015**

**HOUSE BILL NO. 6914: AN ACT CONCERNING DEMOLITION LICENSURE AND**  
**DEMOLITION PERMITS**

TESTIMONY SUBMITTED BY:

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Manafort Brothers Incorporated

Good morning Senator Larson, Representative Dargan, Senator Guglielmo, Representative Zupkus and distinguished members of the Committee. My name is Ellen Bridgman and I am the Contracts and Risk Manager for Manafort Brothers Incorporated, headquartered in Plainville, Connecticut. On behalf of Manafort Brothers, I submit this testimony in support of House Bill No. 6914, entitled "An Act Concerning Demolition Licensure and Demolition Permits." Manafort Brothers is a Connecticut-licensed demolition contractor.

In the course of obtaining demolition permits in various towns and cities throughout the State, we have encountered delays in obtaining demolition permits on multiple occasions as a result of a certain requirement contained in Connecticut General Statute Section 29-406(a). Unfortunately, companies such as Manafort Brothers simply are unable to comply with this provision since it contradicts other provisions contained within the law. Specifically, Connecticut General Statutes Section 29-406 (a) provides, in part, that, in order to receive a demolition permit from a town, the applicant must provide proof of insurance in the form of an insurance certificate and that "each such [insurance] certificate shall provide that the town or city and its agents shall be saved harmless from any claim or claims arising out of the negligence of the applicant or his agents or employees in the course of the demolition operations..."

A certificate of insurance is not a contract. It's simply evidence of financial responsibility issued by an insurance agent, broker or carrier to provide a summary of the effective dates of coverage, limits of liability and perhaps a few endorsements the insured party carries relative to specific lines of insurance coverage. Insurance companies prohibit the inclusion of hold harmless agreements or commitments on certificates of insurance because they don't want to give any indication that they are a party to the contract with the certificate holder or that they are holding the municipality harmless for everything arising out of the demolition contractor's work.

The "Hold Harmless" requirement is a promise between the demolition contractor and the municipality, not between the contractor's insurance carrier and the municipality. The demolition contractor's general liability policy will include coverage for liability assumed under a written contract but only to the extent that circumstances of a particular loss meet the requirements for coverage under the policy.

As such, the statute, as currently written, cannot be complied with; nevertheless, municipalities enforce the requirement since it is contained in the statute. House Bill No. 6914, as written, corrects this defect. Accordingly, Manafort Brothers strongly encourages the Committee to endorse this bill in order to clarify the current circumstances - it will save contractors time and allow the contractors to provide the municipalities with the necessary protection they have always sought.

Thank you for your attention and consideration.