

# AGENDA

## CITY COUNCIL MEETING

MONDAY, MAY 18, 2015

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of Kevin Simmons of the Wakeman Boys & Girls Club for more than 20 years of service to the children of Bridgeport.

City Council Citation: In Recognition of Kevin Simmons of the Wakeman Boys & Girls Club for more than 20 years of service to the children of Bridgeport.

- 49-14** Public Hearing re: Resolution authorizing the Acquisition and Disposition of Redevelopment Properties in accordance with the Lower East End Municipal Development Plan.

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 6, 2015

### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 89-14** Communication from Central Grants re: Grant Submission: U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Program (Project #16430), referred to Public Safety and Transportation Committee.
- 91-14** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program - Bus Purchase (Project #16230), referred to Economic and Community Development and Environment Committee.
- 92-14** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program (Project #16270), referred to Economic and Community Development and Environment Committee.
- 93-14** Communication from Tax Collector re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 94-14** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Covenant Insurance as subrogee of Robin Favello, **ACCEPTED AND MADE PART OF THE RECORD.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 95-14** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 97-14** Communication from Board of Education re: Grant Submission: State of Connecticut Early Childhood Department for the School Readiness Grant Program to provide Pre-School Spaces for three and four-year-olds who reside in the City, referred to Education and Social Services Committee.
- 98-14** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Agreement for Crescent Crossing II, A mixed-income Affordable Housing Development Located at 252 Hallet Street with the State of Connecticut Department of Economic and Community Development, referred to Economic and Community Development and Environment Committee.

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

- 96-14** Resolution presented by Council Member Brannelly re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amend Sections 8.80.020 Definitions and 8.80.050 Prohibited Noise Activities by adding new Subsection "C" (10), referred to Ordinance Committee.

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

- \*66-14** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amended to add new Chapter 10.32 Regulating the Operation or Use of Dirt Bikes, All-Terrain Vehicles, Snowmobiles, Motor-driven cycles, or Mini-cycles.
- \*74-14** Public Safety and Transportation Committee Report re: Reappointment of Rev. Simon Castillo (D) to the Police Commission.
- \*72-14** Contracts Committee Report re: Agreement with Police Union AFSCME, Local 1159 regarding their Bargaining Unit Contract.
- \*73-14** Contracts Committee Report re: Agreement with NAGE, National Association of Government Employees, Local RI-200 regarding their Bargaining Unit Contract.
- \*83-14** Contracts Committee Report re: Energy Services Agreement with Bridgeport Microgrid, LLC for the City Hall Microgrid Project.

**MATTERS TO BE ACTED UPON:**

- 90-14** Special Committee Report re: (Ref. #67-01) Discontinuance of Hallet Street, Portion of Putnam Street and Portion of Berkshire Avenue for the Construction of Athletic Fields at the Marin Site: Adopted on May 6, 2002.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 18, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Jeffrey J. Carter 85 Washington Terrace Bridgeport, CT 06604	Youth ministries.
Steve Pereira 2470 Fairfield Avenue Bridgeport, CT 06605	RYASAP and Bridgeport Fire Dept's work on Safe Asleep Program.
Shubhada Kambli 1001 Main Street, #20 Bridgeport, CT 06604	General introduction to Groundwork Bridgeport activities and upcoming tree nursery program.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Current Year 2015 attention to Budget?
Maria Hernandez 201 Arctic Street Bridgeport, CT 06608	A Thank-you to the City Council and Mayor for making municipal identification as a priority.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, MAY 18, 2015  
6:30 PM**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:35 p.m.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

- 130<sup>th</sup> District: Susan Brannelly, Enrique Torres
- 131<sup>st</sup> District: Jack O. Banta
- 132<sup>nd</sup> District: Robert Halstead
- 133<sup>rd</sup> District: Thomas McCarthy
- 134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135<sup>th</sup> District: Rev. Mary McBride-Lee
- 136<sup>th</sup> District: José Casco, Alfredo Castillo
- 137<sup>th</sup> District: Milta Feliciano, Lydia Martinez
- 138<sup>th</sup> District: Melanie Jackson
- 139<sup>th</sup> District: Eneida Martinez, James Holloway

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 26 P 4:23

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 18, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

<b>NAME</b>	<b>SUBJECT</b>
<b>Jeffrey J. Carter</b> 85 Washington Terrace Bridgeport, CT 06604	Youth ministries.

Council President McCarthy called Mr. Carter to come forward. There was no reply.

<b>Steve Pereira</b> 2470 Fairfield Avenue Bridgeport, CT 06605	RYASAP and Bridgeport Fire Dept's work on Safe Asleep Program.
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Mr. Pereira came forward and said that he was the coordinator for the Safe Sleep program (RYSAP). He said that there has been a program in the schools about this and the students bring

this information to the parents at home. He said that there were still a number of homes without working smoke alarms. He introduced Fred Reynolds who installed 37,000 smoke alarms. This is a team process.

*Council Member Swain joined the meeting at 6:41 p.m.*

Mr. Pereira then spoke about various fires where the residents were able to get out without injury because of the working smoke alarms, including one building where there were 17 residents, 15 of which were home when a fire broke out and everyone was safe due to the smoke alarms. He added that there were a number of others towns and cities that were starting their programs when Bridgeport had already installed 15,000 smoke alarms. He added that RYSAP had 35 youth jobs available.

**Shubhada Kambli**  
1001 Main Street, #20  
Bridgeport, CT 06604

General introduction to Groundwork Bridgeport activities and upcoming tree nursery program.

Ms. Kambli came forward to speak about Groundworks Bridgeport and the plans for a tree nursery program. She said that the program was working with the National Forestry program to establish a tree nursery program and gave an overview of the details. She thanked everyone for their time.

*Council Member Castillo joined the meeting at 6:44 p.m.*

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

Current Year 2015 attention to Budget?

Good evening to each of you, Council persons. The budget for the 2015-16 that the Mayor presented to you in a NO TAX INCREASE form was easy. But the Mayor's budget did most of the work for you, didn't it? No major cuts to make, except in your proposed schedule of meetings. What about next year is on the taxpayer mind? When you voted on the budget, did you feel sure of yourself? Or did you feel frustrated with the fact that the subject was too big and too confusing. Perhaps a cut is necessary?

When you walk away from a major decision like a budget and do not feel happy about it, it's a problem. Is there anything you can do about it now, because it is an election year, both for those of you who will run again, or those who will not run? You still have 25% of your term left, an entire six months. What can you craft of lasting value for your successors and the people?

You can in very practical terms "cut the budget" and help the people gain an insight into City finances, right here, right now. In my hands is a monthly financial report of the City of Bridgeport. It is a report from a previous year in the same size and format as that which you receive today. If we want to cut this budget representation down to size, for you to get your arms around it, first we need to wrestle the staple holding over 80 pages together. Then we remove the final 20 pages containing info on the Board of Education, its Nutrition Program, and its Debt repayments. The Finance Department can supply all of this info simply on no more than 25 lines

that will provide you with every answer to any question asked about BOE by City Council in the past five years, I suggest and eliminate thousands of wasted paper each year. Does this cutting cause a problem for anyone?

The Police and Fire Department budgets which have been bloated with sub-department categories intended only to confuse you and any public who chose to look at their finances take up some 13 pages with multiple redundant expense categories. They can be reduced for your specific review into 6 lines of financial data per department using the six categories the City uses currently in the budgets you just reviewed. Sound simple? It would be. Why not try this format for the remaining six months of the term and see if it works for you. The budgeted expense numbers in each category remain as you voted them last week. But your attention will start to move in a 20 page report to the variance columns as they should. When you look at a line in a department, for instance Information Technology and the Compensation Line 1, you may begin to wonder why this department has received budget approvals for \$900,000 and more in recent years, and yet turns around and turns back \$200,000 or more per year. Is this a problem? What is it? Do you know? If not, you can dig deeper and interview departments that are off target to gain a better understanding of City finances.

Or look at Lighthouse program. Early in the current year their leadership compensation for six people was \$387,010. But the monthly report was noting that half of that number was surplus in the range of \$190,000 to \$200,000 indicating that they had found a way to cut as many as four people from their staff? Incredible, but is it more likely that Lighthouse had enough grants money to transfer the employees to a grants budget that you do not see? Why don't you see the grants budget as representatives of the people? Why are you cut off from that information? And speaking of the Lighthouse budget, why did your B&A Committee accept another annual budget without receiving revenue numbers for this Department? They report \$850,000 of fee revenue from their programs. Parents and families who may pay little in property taxes do pay fees for participation? Why is their contribution to the City budget not recognized?

Budget cutting to get your arms around it and provide an ability to understand better the subject of your votes? What do you say? It's a green initiative, so the Mayor should love it. It's focused on the six categories that OPM uses for transfers, isn't it, so Mr. Sherwood should be happy. Include data of those employed currently in each department and all Grants info as well. Variance narratives can be explained in more complete form by Finance Department than currently. (For instance the Lighthouse compensation line is a 50% change and should have caught everyone's attention much earlier this year but there is no narrative on this in any report.) This "cutdown budget report" can now show up on line each month just as the proposed budgets and Comprehensive Annual Financial Reports have for years now. Will voters and Council persons benefit? Can it be done? Certainly. Within six months? Affirmative. Will you do it? Time will tell.

**Maria Hernandez**  
201 Arctic Street  
Bridgeport, CT 06608

A Thank-you to the City Council and Mayor  
for making municipal identification as a priority.

Ms. Maria Hernandez and a number of supporters came forward to speak to the Council regarding the municipal identification as a priority. She thanked everyone for the opportunity to speak to them about this important issue.

Another supporter came forward and said that this was the first step in a long process in order to make the undocumented residents of Bridgeport to become members of the community, to be able to open bank accounts and sign leases.

Council President McCarthy asked if there was anyone else who wished to address the Council at this time.

**Ms. Cadisha Coates** came forward to thank the Council for the additional million dollars for the school nurses and the interventionists for the Bridgeport students.

Council President McCarthy called for Mr. Carter. There was no response. Council President McCarthy called for Mr. Carter two more times with no response.

### **ADJOURNMENT**

Council President McCarthy then adjourned the Public Speaking Portion of the Council Meeting at 6:58 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, MAY 18, 2015**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Finch called the City Council Meeting to order at 7:20 p.m.

**PRAYER**

Pastor Pedro Vazquez of the Gospel Light Community Church came forward. Mayor Finch asked Pastor Vazquez if he would like to tell the Council Members about his church.

Pastor Vazquez said that he was honored to be asked to lead the Council in prayer and that he had been a Bridgeport resident for 32 years. Pastor Vazquez said that he had been a teacher in the past. He thanked the Council for their support. Pastor Vazquez said that he wants to serve because that is what community is about. He then led those present in a short prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Finch then requested Council Member Holloway to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Enrique Torres  
131<sup>st</sup> District: Jack O. Banta  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Richard Salter  
136<sup>th</sup> District: José Casco, Alfredo Castillo  
137<sup>th</sup> District: Lydia Martinez, Milta Feliciano  
138<sup>th</sup> District: Melanie Jackson, Michael Marella  
139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present.

Mayor Finch recognized Council Member Vizzo-Paniccia, who made the following statement:

“As many know, I am involved in the drum and bugle corps, “The Park City Pride Combined Alumni Drum and Budget Corps” for many years and am a lifetime member.

I would like to inform you that through the efforts, dedication and experience, Mr. Kenton Clark and Mr. Michael “Mickey” Kelly each were nominated and voted to receive the World Drum and Bugle Corps Hall of Fame award.

As youth, many have been taken under the wings of the Catholic Church, VFW, Police, Fire, EMS and formed drum and bugle corps. These two gentlemen will be honored and receive their awards in Rochester, New York during the Labor Day weekend at the 2015 Finals World Championship of Drum and Bugle Corps.”

**Mayoral Proclamation: In Recognition of Kevin Simmons of the Wakeman Boys & Girls Club for more than 20 years of service to the children of Bridgeport.**

**City Council Citation: In Recognition of Kevin Simmons of the Wakeman Boys & Girls Club for more than 20 years of service to the children of Bridgeport.**

Mayor Finch requested Mr. Kevin Simmons to come forward. Council President McCarthy then spoke about all that Mr. Simmons had done for the City through the Wakeman Boys and Girls Club. Council Member Brannelly then read the State of Connecticut Certificate of Recognition to those present.

Mayor Finch then spoke of all of Mr. Simmons accomplishments and then read the Mayoral Proclamation Citation. Mayor Finch noted that Mr. Simmons had raised seven million dollars for the Boys and Girls Club. He added that Mr. Simmons will be relocating to South Carolina.

Council President McCarthy then read the City Council Citation and congratulated Mr. Simmons. Mr. Simmons spoke very briefly and assured everyone that although he was leaving the area, he would be keeping in contact with his Bridgeport friends.

Council President McCarthy said that Council Member Taylor-Moye and Council Member Austin were not able to attend the meeting.

Council Member Halstead said that he would like to have a point of personal privilege. He then made the following statement for the record:

“Through the chair, I would like to request a point of personal privilege.

On the evening of our previous Council Meeting, Monday, May 4, 2015, I observed a flagrant display of hostility on the part of Mayor Bill Finch that culminated in an actual physical assault on one of our Council Members. This act occurred after a lengthy debate

on the Council floor and a roll call vote that narrowly defeated the Mayor's resolution for a tax abatement for a developer.

Immediately upon adjournment, the Mayor slammed articles about the podium, stormed over to the seats of Councilmen Castillo and Casco, verbally chastised them, put his hand onto Councilman Castillo's next in a hostile manner and pushed the chair that Councilman Castillo was sitting in.

I am appalled by this behavior on the part of our chief elected official, consider it bullying and I call upon the Mayor to make a public apology for this particular incident as that being unbecoming of a chief elected official to the individuals involved and to the Council as a whole.

I call upon the President of the Council to convene a meeting to discuss this incident and to establish rules and protocol that would in the future govern any inappropriate behavior on the part of our chief elected officials.

I am also requesting that any filming that may have caught this event be made available for the Council and for the general public.

I am requesting that my statement hereby becomes part of the public record.

Thank you for your time and attention."

**49-14 Public Hearing re: Resolution authorizing the Acquisition and Disposition of Redevelopment Properties in accordance with the Lower East End Municipal Development Plan.**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED AGENDA ITEM 49-14.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

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

Council Member E. Martinez asked about Agenda Item 49-14 being for a Public Hearing. Council President McCarthy said that this item was to order the public hearing.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 6, 2015

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED THE MINUTES OF APRIL 6, 2015.**

**\*\* COUNCIL MEMBER HOLLOWAY SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF APRIL 6, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

City Attorney Anastasi pointed out that Agenda Item 49-14 was actually a request to hold the public hearing during the Council Meeting. Mayor Finch stated that Council Member E. Martinez had been correct and that the Agenda Item was for a public hearing.

**49-14 Public Hearing re: Resolution authorizing the Acquisition and Disposition of Redevelopment Properties in accordance with the Lower East End Municipal Development Plan. CONT'D**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO WITHDRAW HIS EARLIER MOTION REGARDING AGENDA ITEM 49-14.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

**\*\* THE MOTION TO WITHDRAW PASSED UNANIMOUSLY.**

Mayor Finch opened the Public Hearing on the Lower East End Municipal Development Plan. He asked if there was anyone present who wished to comment on the Disposition of the Properties

Dr. Ford came forward and said that it was a long time coming. He said that this was originally included in the NRZ ten years ago. He said that the project proposes redevelopment of Stratford Avenue and encouraged the City Council to move forward with this.

Mr. Keith Clemmons from the NRZ came forward to speak about the resolution. He said that it was time for this plan to be implemented.

Mr. Ernie Newton came forward to speak about this issue. He said that he was disappointed that the project was not fast tracked. He said that he was tired of appearing before the Council about this process and asked the Council to move this East End project forward. He repeated his request that this be fast tracked.

Mr. Charles Covello, a member of the East End NRZ, came forward and said that it was about time. He said that every other neighborhood had a commercial strip except for the East End. It hasn't happened under anyone's administration and requested that this be fast tracked.

Mayor Finch asked if there was anyone else who wished to address the Council at this time. Hearing none, he closed the public hearing on Agenda Item 49-14 at 7:44 p.m.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE FOLLOWING AGENDA ITEMS TO BE REFERRED TO COMMITTEES:**

**89-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP) AND BUREAU OF JUSTICE ASSISTANCE (BJA) BYRNE CRIMINAL JUSTICE INNOVATION PROGRAM (PROJECT #16430), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**91-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM - BUS PURCHASE (PROJECT #16230), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**92-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM (PROJECT #16270), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**93-14 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**94-14 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH COVENANT INSURANCE AS SUBROGEE OF ROBIN FAVELLO, ACCEPTED AND MADE PART OF THE RECORD.**

**95-14 COMMUNICATION FROM TAX COLLECTOR RE: MUNICIPAL SUSPENSE TAX BOOK, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.**

**97-14 COMMUNICATION FROM BOARD OF EDUCATION RE: GRANT SUBMISSION: STATE OF CONNECTICUT EARLY CHILDHOOD DEPARTMENT FOR THE SCHOOL READINESS GRANT PROGRAM TO PROVIDE PRE-SCHOOL SPACES FOR THREE AND FOUR-YEAR-OLDS WHO RESIDE IN THE CITY, REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.**

**98-14 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT FOR CRESCENT CROSSING II, A MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 252 HALLETT STREET WITH THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

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

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

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE FOLLOWING AGENDA ITEMS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**96-14 RESOLUTION PRESENTED BY COUNCIL MEMBER BRANNELLY RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 8.80 NOISE CONTROL REGULATIONS, AMEND SECTIONS 8.80.020 DEFINITIONS AND 8.80.050 PROHIBITED NOISE ACTIVITIES BY ADDING NEW SUBSECTION "C" (10), REFERRED TO ORDINANCE COMMITTEE.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

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

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

Mayor Finch asked if there was any Council Member who would like to remove an item from the Consent Calendar.

Council President McCarthy said that he would be abstaining from voting on Agenda Items 72-14 and 73-14.

Mayor Finch asked if there was any Council Member who would like to remove an item from the Consent Calendar a second time. Hearing no response, the items on the Consent Calendar were put forward for consideration.

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE FOLLOWING AGENDA ITEMS AS THE CONSENT AGENDA:**

**\*66-14 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMENDED TO ADD NEW CHAPTER 10.32 REGULATING THE OPERATION OR USE OF DIRT BIKES, ALL-TERRAIN VEHICLES, SNOWMOBILES, MOTOR-DRIVEN CYCLES, OR MINI-CYCLES.**

**\*74-14 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: REAPPOINTMENT OF REV. SIMON CASTILLO (D) TO THE POLICE COMMISSION.**

**\*72-14 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH POLICE UNION AFSCME, LOCAL 1159 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**\*73-14 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH NAGE, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL RI-200 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**\*83-14 CONTRACTS COMMITTEE REPORT RE: ENERGY SERVICES AGREEMENT WITH BRIDGEPORT MICROGRID, LLC FOR THE CITY HALL MICROGRID PROJECT.**

**\*\* THE MOTION TO APPROVE THE FOLLOWING CONSENT AGENDA ITEMS 66-14, 74-14 AND 83-14 WAS UNANIMOUS;**

**CONSENT AGENDA ITEM 72-14 WAS APPROVED WITH SIXTEEN (16) IN FAVOR (BRANNELLY, TORRES, BANTA, HALSTEAD, SWAIN, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, L. MARTINEZ, FELICIANO, JACKSON, E. MARTINEZ, AND HOLLOWAY) AND TWO (2) ABSTENTIONS (MCCARTHY AND MARELLA); AND**

**CONSENT AGENDA ITEM 73-14 WAS APPROVED WITH SEVENTEEN (17) IN FAVOR (BRANNELLY, TORRES, BANTA, HALSTEAD, SWAIN, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, L. MARTINEZ, FELICIANO, MARELLA, JACKSON, E. MARTINEZ, AND HOLLOWAY) AND ONE (1) ABSTENTION (MCCARTHY).**

Mayor Finch then congratulated the Contracts Committee and those who were involved in getting the labor contracts passed. These will help the City. He thanked everyone for their hard work.

Mayor Finch then announced that the discussion would be moving back to Agenda Item 96-14 for a point of personal privilege by Council Member Holloway.

**96-14 RESOLUTION PRESENTED BY COUNCIL MEMBER BRANNELLY RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 8.80 NOISE CONTROL REGULATIONS, AMEND SECTIONS 8.80.020 DEFINITIONS AND 8.80.050 PROHIBITED NOISE ACTIVITIES BY ADDING NEW SUBSECTION "C" (10), REFERRED TO ORDINANCE COMMITTEE. CONT'D**

Council Member Holloway then spoke about the noise ordinance. He said that there was no way for the Police Department to monitor the noise without the proper equipment. He asked how the police were supposed to do this. There is a need for checks and balances on this.

Council Member Brannelly explained that the situation was that some people were using their garages with the doors open and playing loud music. She said that the goal was to have some time limits on the noise and not force people to close their windows because of the noise.

Council Member Holloway said that in Black Rock, there are no boom boxes being played outdoors. He said that without a decibel meter, the police department would find it to be impossible to prove. He thanked everyone for their attention.

**MATTERS TO BE ACTED UPON:**

**90-14 Special Committee Report re: (Ref. #67-01) Discontinuance of Hallett Street, Portion of Putnam Street and Portion of Berkshire Avenue for the Construction of Athletic Fields at the Marin Site: Adopted on May 6, 2002.**

**\*\* COUNCIL MEMBER MARELLA MOVED THE ITEM.**

**\*\* COUNCIL MEMBER LYONS SECONDED.**

Regarding the previous discussion on Agenda Item 96-14, Council Member Banta pointed out that his cell phone had an app that could measure the level of noise. Mayor Finch said that he would discuss this with the Police Department.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 90-14 PASSED UNANIMOUSLY.**

Council Member Lyons said that she would like a point of personal privilege in reference to Agenda Item 66-14.

**\*66-14 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMENDED TO ADD NEW CHAPTER 10.32 REGULATING THE OPERATION OR USE OF DIRT BIKES, ALL-TERRAIN VEHICLES, SNOWMOBILES, MOTOR-DRIVEN CYCLES, OR MINI-CYCLES. CONT'D.**

Council Member Lyons said that a few months ago Council Member Feliciano and Council President McCarthy along with a few police officers had a short discussion with her about the dirt bikes in various City parks. These bike riders are causing chaos and putting on shows. This discussion was brought to the Mayor's Office and also to the Police Department. Council Member Lyons said that she was very pleased that the Ordinance Committee had been able to work on this amendment and hoped it would be a happy and safe summer this year.

**ADJOURNMENT**

**\*\* COUNCIL MEMBER SWAIN MOVED TO ADJOURN.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member E. Martinez said that she just wanted to congratulate all those who had taken the recent Police Department exam. She then suggested that some residents come forward to be volunteers for the Police Panel and to contact Civil Service about this.

Council Member Feliciano said that there would be a ceremony at Mountain Grove Cemetery for the veterans. Mayor Finch asked Council Member Feliciano to send an email out to everyone with the details of this event.

Council Member Brannelly reminded everyone that May 20th was Bridgeport Day in Hartford. There would be an event from 12 p.m. to 3 p.m. for meeting with legislators about City issues.

**\*\* THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING**

Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, May 18, 2015 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

**Item #49-14**

1. Resolution authorizing the Acquisition and Disposition of Redevelopment Properties in accordance with the Lower East End Municipal Development Plan.
  - 37 Revere Street
  - 45 Revere Street
  - 55 Revere Street
  - 67 Revere Street
  - 755 Central Avenue
  - 618 Newfield Avenue
  - 634 Newfield Avenue
  - 638 Newfield Avenue
  - 648 Newfield Avenue
  - 1162 Stratford Avenue

Attest:

Fleeta C. Hudson  
City Clerk

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AD ENDS ABOVE LINE

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON (Thursday May 7, 2015 & Thursday, May 14, 2015)**

**Requires Certification**

Emailed to: Legal Ad Dept. at [publicnotices@ctpost.com](mailto:publicnotices@ctpost.com)

P.O.: 15000016-00

Account #: 111171

Dated: May 5, 2015

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members  
Mayor Bill Finch  
A. Nunn, CAO  
D. Kooris, Director, OPED  
Bill Coleman, Director, Neighborhood Development, OPED



BILL FINCH  
Mayor

City of Bridgeport, Connecticut

**CENTRAL GRANTS OFFICE**

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

ANDREW J. NUNN  
Chief Administrative Officer

CHRISTINA B. SMITH  
Director  
Central Grants

May 6, 2015

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

Re: Resolution – **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Program (#16430)**

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Program (#16430)** to be referred to the **Committee on Public Safety & Transportation** of the City Council.

Grant: City of Bridgeport application to the **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Program (#16430)**

If you have any questions or require any additional information please contact me at 203-332-5664 or [autumn.hurst@bridgeportct.gov](mailto:autumn.hurst@bridgeportct.gov).

Thank you,

Autumn Hurst  
Grant Writer  
Central Grants Office



## GRANT SUMMARY

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PROJECT TITLE: **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Grant Program (#16430)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

PHONE NUMBER: **203-332-5664**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport **Department of Health and Social Services** is seeking funding to support creation of the East End Violence Prevention Project, a cross-sector partnership that will use data-driven research and community and resident input to develop a strategy to address violent crime, improve community safety, and advance neighborhood revitalization in the East End of Bridgeport. Grant funds will cover:

- A Project Manager (consultant) to manage the day-to-day operations of project and oversee grant requirements;
- Two Community Resident Ambassadors to advertise and garner support for project within East End;
- Consultant fee to Bridgeport Child Advocacy Coalition, which will facilitate community and leadership team meetings and provide resident leadership training;
- Research partner from Sacred Heart University who will oversee data collection and analysis and assist in the creation of a final strategic plan;
- Travel costs for two project staff to attend mandated training in Washington DC (required by Bureau of Justice Assistance);
- Funding for early action project (activities TBD) which will generate community support and showcase work of project (required by Bureau of Justice Assistance)

**CONTRACT PERIOD:** October 2015 – March 2018

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal: **\$175,000**

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**A Resolution by the Bridgeport City Council**

**Regarding the**

**U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance**

**Byrne Criminal Justice Innovation Grant Program**

**WHEREAS**, the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) are authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Byrne Criminal Justice Innovation Grant Program**; and

**WHEREAS**, funds under this grant will be used to create the East End Violence Prevention Project; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, **Department of Health and Social Services**, submits an application to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) form a cross-sector partnership that will use data-driven research and community and resident input to develop a strategy to address violent crime, improve community safety, and advance neighborhood revitalization in the East End of Bridgeport.

**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 **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA)** for the purpose of the **Byrne Criminal Justice Innovation Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Department of Health and Social Services**, to execute and file such application with the **U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), and Bureau of Justice Assistance (BJA) Byrne Criminal Justice Innovation Grant Program (#16430)** 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  
**CENTRAL GRANTS OFFICE**

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

BILL FINCH  
Mayor

COMM. #91-14 Referred to ECD&E Committee  
on 5/18/2015

ANDREW J. NUNN  
Chief Administrative Officer

CHRISTINA B. SMITH  
Director  
Central Grants

May 6, 2015

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

Re: **Resolution – State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program – Bus Purchase (#16230)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program – Bus Purchase (#16230)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant:** City of Bridgeport application to the **State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program – Bus Purchase (#16230)**

If you have any questions or require any additional information please contact me at 203-332-5664 or [autumn.hurst@bridgeportct.gov](mailto:autumn.hurst@bridgeportct.gov).

Thank you,

Autumn Hurst  
Central Grants Office

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY - 8 A 10: 08  
ATTEST  
CITY CLERK



## GRANT SUMMARY

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PROJECT TITLE: **State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program – Bus Purchase (#16230)**

NEW  RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

PHONE NUMBER: **203-332-5664**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport **Department of Veterans Affairs** is seeking funds from the State of Connecticut Department of Transportation to purchase a replacement bus to continue uninterrupted the transport of veterans, who are primarily seniors and/or individuals with disabilities, from Bridgeport to West Haven V.A. Hospital for doctor's appointments, volunteer shifts and/or job training programs. The current bus is over five years old and has reached the end of its "useful life" as defined by the Section 5310 Program.

**CONTRACT PERIOD:** October 2015 – October 2020

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State: \$53,540

City: \$13,460 (Cash)

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Department of Transportation**

**Federal Transit Administration Section 5310 Program**

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

**WHEREAS**, this funding has been made possible through the **Federal Transit Administration Section 5310 Program**; and

**WHEREAS**, funds under this grant will be used purchase a replacement bus for the Department of Veterans Affairs Transportation Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, **Department of Veterans Affairs**, submits an application to the **State of Connecticut Department of Transportation** to purchase said bus

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of the **Federal Transit Administration Section 5310 Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Department of Veterans Affairs**, to execute and file such application with the **State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program (#16230)** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH  
Mayor

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

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

**ANDREW J. NUNN**  
Chief Administrative Officer

**CHRISTINA B. SMITH**  
Director  
Central Grants

May 6, 2015

**Comm. #92-14 Referred to ECD&E Committee  
On 5/18/2015**

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

Re: **Resolution – Southwestern Connecticut Agency on Aging (SWCAA) Title III  
Funding Older Americans Act Grant Program (#16270)**

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program (#16270)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: **City of Bridgeport application to the Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program (#16270)**

If you have any questions or require any additional information please contact me at 203-332-5664 or [autumn.hurst@bridgeportct.gov](mailto:autumn.hurst@bridgeportct.gov).

Thank you,

Autumn Hurst  
Grant Writer  
Central Grants Office



## GRANT SUMMARY

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PROJECT TITLE: **Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program (#16270)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

PHONE NUMBER: **203-332-5664**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport **Department of Social Services** is seeking funding to support the salary of a Case Manager for the Elderly Hispanic Program. The Elderly Hispanic Program provides information and assistance, case management services, and recreational opportunities to low-income, Hispanic, older adults aged 60 plus in Bridgeport. The program aims to improve the quality of life and independence of Bridgeport seniors with limited English proficiency. The program, offered at Bridgeport's East Side Senior Center, supplies information on public benefits programs and other local services and opportunities, provides case management services and follow-up services, and offers recreational opportunities to seniors in a culturally sensitive and welcoming environment.

**CONTRACT PERIOD:** October 1, 2015 to September 30, 2016

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:

State: \$49,067

City: \$49,129 (In-Kind: Social Services staff time, project space, and printing and supplies usage)

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Southwestern Connecticut Agency on Aging (SWCAA)**

**Title III Funding Older Americans Act Grant Program**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

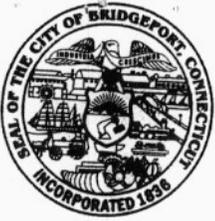
**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support the Elderly Hispanic Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, **Department of Social Services**, submits an application to the **Southwestern Connecticut Agency on Aging (SWCAA)** to fund the salary of a Case Manager for the Elderly Hispanic Program.

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

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of the **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Department of Social Services**, to execute and file such application with the **Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program (#16270)** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7271 Fax 203-332-5628

BILL FINCH  
Mayor

VERONICA JONES  
Acting Tax Collector

**Comm. #93-14 Referred to Miscellaneous Matters Committee  
On 5/18/2015**

DATE: May 8, 2015  
TO: Committee on Miscellaneous Matters  
FROM: Veronica Jones, Tax Collector  
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

Munger Brook Associates LLC  
420 East Main Street # 4  
Branford, CT 0654  
RE: 1629 Main Street Bridgeport

Munger Brook Associates overpaid in error and City directed to refund overpayment.

Refund due: \$12,837.78

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
 This is to certify that MUNGER BROOK ASSOCIATES LLC

- has presented satisfactory proof that -he is entitled to an exemption on the assessment list of 10/01/2013
- Sec. 12-81 (20) Servicemen Having Disability Rating.
  - Sec. 12-124 Abatement to poor.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund to Blind Persons.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
  - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
  - Sec. 12-129 Refund of Excess Payments.

**MUNGER BROOK ASSOCIATES LLC**  
 420 EAST MAIN ST  
 # 4  
 BRANFORD CT 06504

2013-01-0020867  
 1044--08C-----  
 1629 MAIN ST



To \_\_\_\_\_ Collector of **CITY OF BRIDGEPORT** State of Connecticut.  
 hereby apply for abatement or refund\* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.  
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2014	12,837.78	0.00	0.00	0.00	12,837.78	
Total Paid	01/31/2015	25,675.56	673.98	0.00	0.00	26,349.54	-12,837.78 ***

**PLEASE READ, SIGN, AND DATE BELOW:**

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name \_\_\_\_\_

Signature of Taxpayer \_\_\_\_\_

Date \_\_\_\_\_

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_  
 It is recommended that refund\* of property taxes and interest in the amount of 12,837.78  
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 26 DAY OF February 2015

**ACTION TAKEN BY GOVERNING BODY**

The First Selectman, as authorized by the Board of Selectman, or \_\_\_\_\_  
 approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. It was voted to refund  
 Property Taxes and Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_.

First Selectman

Other Governing Body

Clerk

\*\*Cross out abatement or refund as required.

*whom said there is paid in full.*

**CHERRY HILL CONST INC**  
51 CIRO RD  
NORTH BRANFORD, CT 06471  
(203) 488-7929

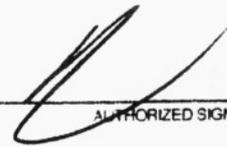
12/12/2014

**PAY TO THE ORDER OF** Tax Collector City of Bridgeport

\$ \*\*12,837.78

Twelve Thousand Eight Hundred Thirty-Seven and 78/100\*\*\*\*\* DOLLARS

Tax Collector City of Bridgeport  
325 Congress Street  
Bridgeport, CT 06604



AUTHORIZED SIGNATURE

MEMO

1629 Main St Munger Brook Associates

⑈023965⑈ ⑆01⑆103093⑆ 42428⑆4526⑈

Details on Back  
Security Features Included

**CHERRY HILL CONST INC**  
51 CIRO RD  
NORTH BRANFORD, CT 06471  
(203) 488-7929

24248

51-309/111  
573

12/12/2014

\$ \*\*13,511.78

DOLLARS

Tax Collector City of Bridgeport

Thousand Five Hundred Eleven and 78/100

Tax Collector City of Bridgeport  
325 Congress Street  
Bridgeport, CT 06604



AUTHORIZED SIGNATURE

1629 Main St

⑈024246⑈ ⑆01⑆103093⑆ 42428⑆4526⑈

Details on Back

Security Features Included



BK: 8696 PG: 17  
INST: 00026003

After recording please return to:  
Benchmark Municipal Tax Services, LTD.  
3543 Main Street, Second Floor  
Bridgeport, CT 06606

Benchmark Municipal Tax Services, LTD.  
City of Bridgeport, Connecticut  
Municipal Tax Liens

Assignee certified that: (a) all of City of Bridgeport property taxes secured by the said lien(s) (the "Released Liens"), noticed of continuation of which has been recorded in the City of Bridgeport Land Records against the below named property owner, have been paid; (b) the Released Liens are hereby certified to be discharged and released; and (c) the certificates made and recorded continuing the Released Liens affecting such properties in the City hereby vacated.

**Taxpayer** Munger Brook Associates, LLC      **Parcel ID** 1044--08C      **Address** 1629 Main Street

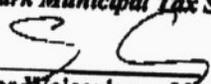
LIST YEAR	DATE	AMOUNT	VOL./ PAGE	ASSIGNEE	DATE OF ASG.	VOL./ PAGE
2008	4/27/10	\$15,514.48	8221/117	Benchmark Municipal Tax Services, LTD	4/28/10	8223/48

The City of Bridgeport, acting by and through its Tax Collector, as authorized by the Connecticut General Statutes and pursuant to the Agreement certifies that the City retains no further interest in or power to enforce the Released Liens but without limiting any residual rights and duties of the City with respect to any unpaid balances of tax obligation previously secured thereby as may be preserved by law.

This certificate shall certify discharge and release of only the Released Liens and shall have no effect on any other lien(s) assigned by the Agreement of the Assignment, which to the extend not released or discharged by this certificate remain in full force and effect.

Certificated at Bridgeport, Connecticut on October 29,, 2012.

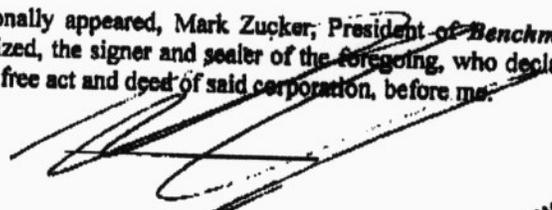
*Benchmark Municipal Tax Services, LTD*

By:   
Sander Weisenberg, Vice President

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

RECEIVED FOR RECORD  
Nov 07, 2012 09:44:59A  
ALMA L. MAYA  
TOWN CLERK  
BRIDGEPORT, CT

On the date indicated above personally appeared, Mark Zucker, President of *Benchmark Municipal Tax Services, LTD*, duly authorized, the signer and sealer of the foregoing, who declared the same to be his free act and deed, and the free act and deed of said corporation, before me.





BK: 8696 PG: 15  
INST: 00026001

**Benchmark Municipal Tax Services, LTD.**  
**City of Bridgeport, Connecticut**  
**Municipal Tax Liens**

Assignee certified that: (a) all of City of Bridgeport property taxes secured by the said lien(s) (the "Released Liens"), noticed of continuation of which has been recorded in the City of Bridgeport Land Records against the below named property owner, have been paid; (b) the Released Liens are hereby certified to be discharged and released; and (c) the certificates made and recorded continuing the Released Liens affecting such properties in the City hereby vacated.

**Taxpayer** **Parcel ID** **Address**  
Munger Brook Associates, LLC 1044--08C 1629 Main Street

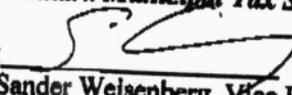
LIST YEAR	DATE	AMOUNT	VOL./ PAGE	ASSIGNEE	DATE OF ASG.	VOL./ PAGE
2010	4/23/12	\$15,874.92	8590/178	Benchmark Municipal Tax Services, Ltd	4/30/12	8608/293

The City of Bridgeport, acting by and through its Tax Collector, as authorized by the Connecticut General Statutes and pursuant to the Agreement certifies that the City retains no further interest in or power to enforce the Released Liens but without limiting any residual rights and duties of the City with respect to any unpaid balances of tax obligation previously secured thereby as may be preserved by law.

This certificate shall certify discharge and release of only the Released Liens and shall have no effect on any other lien(s) assigned by the Agreement of the Assignment, which to the extend not released or discharged by this certificate remain in full force and effect.

Certificated at Bridgeport, Connecticut on October 29, 2012.

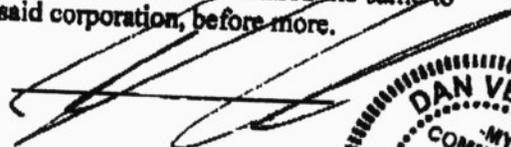
**Benchmark Municipal Tax Services, LTD**

By:   
Sander Weisenberg, Vice President

RECEIVED FOR RECORD  
Nov 07, 2012 09:44:59A  
ALMA L. MAYA  
TOWN CLERK  
BRIDGEPORT, CT

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On the date indicated above personally appeared, Sander Weisenberg, Vice President of **Benchmark Municipal Tax Services, LTD**, duly authorized, the signer and sealer of the foregoing, who declared the same to be his free and act and deed, who declared the same to be his free act and deed, and the free act and deed of said corporation, before more.


CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg

April 28, 2015



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
R. Christopher Meyer  
Edmund F. Schmidt  
Eroll V. Skyers

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

**COMM. #94-14 ACCEPTED AND MADE PART OF THE RECORD  
ON 5/18/2015**

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

Re: **SETTLEMENT OF CLAIM  
COVENANT INSURANCE (A/S/O FAVELLO) V. CITY OF BRIDGEPORT, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$14,000.00 payable to Covenant Insurance a/s/o Robin Favello. The action was claiming property damages to Ms. Favello's vehicle when, on November 7, 2013, she was waiting at a traffic light on James Street and when the light changed to green she proceeded through the intersection when she was struck by a City of Bridgeport vehicle driven by James T. Weaver, Jr. As a result, Ms. Favello's vehicle sustained heavy damage and her insurance company covered the cost.

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

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

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/ss



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**OFFICE OF THE TAX COLLECTOR**

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7271 Fax 203-332-5628

**VERONICA JONES**  
Acting Tax Collector

**COMM. #95-14 Ref'd to Budget & Appropriations Committee  
on 05/18/2015**

May 8, 2015

To: Frances Wilson  
Acting Assistant City Clerk

From: Veronica Jones  
Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statutes, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$208876.02 represents the Grand List 1999 through 2013 at the close of day May 8<sup>th</sup> 2015.

I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable William Finch, Mayor  
Anne Kelly-Lenz, CFO

Bill #	Name	Reason	Town Due
1999-02-6796327	PUMPHREY ROBERT Q	DECEASED	\$ 177.78
1999-02-6797111	MOLLOY PETER S	UNCOLLECTABLE	\$ 437.20
2000-02-6796327	PUMPHREY ROBERT Q	BANKRUPTCY	\$ 170.64
2000-02-6796742	STEINHARDT MANUEL	UNCOLLECTABLE	\$ 284.38
2000-02-6797111	MOLLOY PETER S	UNCOLLECTABLE	\$ 392.86
2000-02-6804869	LARY LISHA Y	UNCOLLECTABLE	\$ 13.53
2000-02-6805211	THOMPSON THOMAS	UNCOLLECTABLE	\$ 176.36
2000-03-5330117	ALSON THOMAS G	DECEASED	\$ 523.26
2000-03-5657540	IGLESIAS WANDA	DECEASED	\$ 5.94
2000-04-5599884	THOMAS ALSON	BANKRUPTCY	\$ 567.58
2001-02-6795827	ANTHONY DEBORAH	UNCOLLECTABLE	\$ 284.92
2001-02-6796327	PUMPHREY ROBERT Q	BANKRUPTCY	\$ 150.14
2001-02-6796742	STEINHARDT MANUEL	UNCOLLECTABLE	\$ 235.50
2001-02-6797111	MOLLOY PETER S	UNCOLLECTABLE	\$ 334.46
2001-02-6804869	LARY LISHA Y	UNCOLLECTABLE	\$ 164.86
2001-02-6805211	THOMPSON THOMAS	UNCOLLECTABLE	\$ 152.88
2001-03-5330117	ALSON THOMAS G	BANKRUPTCY	\$ 458.64
2001-03-5994520	IGLESIAS WANDA	DECEASED	\$ 116.19
2001-03-6987564	ARNONE RALPH A	BANKRUPTCY	\$ 693.64
2001-04-6452989	HOWARD SHERRY D	BANKRUPTCY	\$ 683.84
2002-02-6804508	ATKINSON LACRETIA G	UNCOLLECTABLE	\$ 238.58
2002-02-6804516	BAILEY GLENSTENE L	BANKRUPTCY	\$ 587.21
2002-02-6804869	LARY LISHA Y	UNCOLLECTABLE	\$ 128.46
2002-02-6804877	LARY LISHA Y	UNCOLLECTABLE	\$ 873.26
2002-02-6805211	THOMPSON THOMAS	UNCOLLECTABLE	\$ 120.78
2002-02-8134185	DEVANE LAWRENCE RAY	UNCOLLECTABLE	\$ 236.70
2002-03-5657540	IGLESIAS WANDA	DECEASED	\$ 560.28
2002-03-6686386	HOWARD SHERRY D	BANKRUPTCY	\$ 518.72
2002-03-6987564	ARNONE RALPH A	BANKRUPTCY	\$ 564.14
2002-04-6854106	DECAMPOS ANGIE A	BANKRUPTCY	\$ 61.38
2002-04-6854114	DECAMPOS ANGIE A	BANKRUPTCY	\$ 58.40
2003-02-8134185	DEVANE LAWRENCE RAY	UNCOLLECTABLE	\$ 117.72
2003-02-8344937	BROWN BERKELEY HULON	UNCOLLECTABLE	\$ 342.88
2003-03-5114791	HOLMES ANTHONY M	BANKRUPTCY	\$ 84.62
2003-03-6686386	HOWARD SHERRY D	BANKRUPTCY	\$ 49.80
2003-03-7034018	DECAMPOS ANGIE A	BANKRUPTCY	\$ 70.26
2003-03-7070090	HOLMES ANTHONY M	BANKRUPTCY	\$ 397.78
2003-03-8132361	MARTINEZ ADALBERTO	BANKRUPTCY	\$ 215.62
2003-04-7359791	WILSON STEPHANIE	BANKRUPTCY	\$ 322.06
2004-02-8134185	DEVANE LAWRENCE RAY	UNCOLLECTABLE	\$ 96.16
2004-02-8134207	HARRISON EDWARD ERNEST	UNCOLLECTABLE	\$ 206.40
2004-02-8322887	WIGGINS-GILL BRENDA A	UNCOLLECTABLE	\$ 513.58
2004-02-8344937	BROWN BERKELEY HULON	UNCOLLECTABLE	\$ 326.36
2004-03-6617457	ARNONE JOANNE AKA	BANKRUPTCY	\$ 256.12
2004-03-7034018	DECAMPOS ANGIE A	BANKRUPTCY	\$ 53.64
2004-03-7070090	HOLMES ANTHONY M	BANKRUPTCY	\$ 346.44
2004-03-7375907	ARNONE JOANNE OR	BANKRUPTCY	\$ 309.62
2004-03-7411938	DECAMPOS ANGIE A	BANKRUPTCY	\$ 75.48
2004-03-7564203	WILSON STEPHANIE	BANKRUPTCY	\$ 319.62
2004-03-8132361	MARTINEZ ADALBERTO	BANKRUPTCY	\$ 196.88

Bill #	Name	Reason	Town Due
2004-03-8132425	MODLA THOMAS A	BANKRUPTCY	\$ 505.50
2004-03-8328745	MODLA THOMAS A	BANKRUPTCY	\$ 494.48
2004-04-7615126	DECAMPOS ANGIE A JR	BANKRUPTCY	\$ 101.20
2005-02-8134185	DEVANE LAWRENCE RAY	UNCOLLECTABLE	\$ 100.84
2005-02-8134207	HARRISON EDWARD ERNEST	UNCOLLECTABLE	\$ 185.92
2005-02-8134584	STANCIL MILDRED	UNCOLLECTABLE	\$ 369.96
2005-02-8322887	WIGGINS-GILL BRENDA A	UNCOLLECTABLE	\$ 571.58
2005-02-8340290	CUAYA MAGDALENA	UNCOLLECTABLE	\$ 369.96
2005-02-8344937	BROWN BERKELEY HULON	UNCOLLECTABLE	\$ 326.50
2005-02-8348703	CEDENO VENANCIA	UNCOLLECTABLE	\$ 1,374.36
2005-03-6617457	ARNONE JOANNE AKA	BANKRUPTCY	\$ 252.28
2005-03-6617678	ARROYO DAVID	BANKRUPTCY	\$ 113.21
2005-03-7101998	MERCADO SANTIAGO	BANKRUPTCY	\$ 85.08
2005-03-7375907	ARNONE JOANNE OR	BANKRUPTCY	\$ 299.94
2005-03-7411938	DECAMPOS ANGIE A	BANKRUPTCY	\$ 77.68
2005-03-7482754	MERCADO SANTIAGO	BANKRUPTCY	\$ 142.06
2005-03-7754347	ARROYO DAVID OR	BANKRUPTCY	\$ 175.72
2005-03-8132361	MARTINEZ ADALBERTO	BANKRUPTCY	\$ 187.94
2005-03-8132425	MODLA THOMAS A	BANKRUPTCY	\$ 546.82
2005-04-5486265	ARROYO DAVID	BANKRUPTCY	\$ 20.97
2005-04-6119074	ARROYO DAVID	BANKRUPTCY	\$ 54.03
2005-04-6914842	MERCADO SANTIAGO	BANKRUPTCY	\$ 33.23
2005-04-8032986	HOLLOWAY JENNIE	DECEASED	\$ 209.37
2005-04-8036990	JAMES PATRICIA A	BANKRUPTCY	\$ 108.03
2006-02-6804567	SIMPSON TRAVIS D	UNCOLLECTABLE	\$ 201.42
2006-02-6805083	WILSON ONIEL	UNCOLLECTABLE	\$ 127.36
2006-02-7575582	DUVAL KELLY L	UNCOLLECTABLE	\$ 70.42
2006-02-7575841	LORRAINE GAY	UNCOLLECTABLE	\$ 84.00
2006-02-7957116	DONFRANCESCO PATRICIA M	UNCOLLECTABLE	\$ 109.28
2006-02-8133171	LOPEZ JERSY MILENKO	UNCOLLECTABLE	\$ 134.58
2006-02-8133677	KNIGHT JAMES JR	UNCOLLECTABLE	\$ 361.20
2006-02-8133685	ROBINSON TACARA	UNCOLLECTABLE	\$ 110.18
2006-02-8133839	ATANACIO EVELIA	UNCOLLECTABLE	\$ 84.00
2006-02-8133928	MORENO RAMON	UNCOLLECTABLE	\$ 75.88
2006-02-8133995	ROSADO DIANA	UNCOLLECTABLE	\$ 65.98
2006-02-8134258	MOORE KHALIL G	UNCOLLECTABLE	\$ 95.74
2006-02-8134398	CRUZ ELIZABETH	UNCOLLECTABLE	\$ 104.78
2006-02-8134479	SANTOS EDUARDO	UNCOLLECTABLE	\$ 95.74
2006-02-8134584	STANCIL MILDRED	UNCOLLECTABLE	\$ 74.06
2006-02-8134592	BOYD WILLIAM	UNCOLLECTABLE	\$ 61.42
2006-02-8322801	MORRISSEY RONALD	UNCOLLECTABLE	\$ 60.52
2006-02-8322836	BOGLE ROBERT A	UNCOLLECTABLE	\$ 89.42
2006-02-8322844	HACKSHAW AND SONS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8322852	PRIDGEN GERALD	UNCOLLECTABLE	\$ 106.54
2006-02-8322887	WIGGINS-GILL BRENDA A	UNCOLLECTABLE	\$ 428.94
2006-02-8323034	ARANJO JOSEPH JR	UNCOLLECTABLE	\$ 361.20
2006-02-8323051	ARMSTRONG BERNADETTE	UNCOLLECTABLE	\$ 361.20
2006-02-8323093	BORNO PAUL G	UNCOLLECTABLE	\$ 361.20
2006-02-8323115	BRYANT VANELLA	UNCOLLECTABLE	\$ 361.20
2006-02-8323191	KOUREMTIS NOMIKOS	UNCOLLECTABLE	\$ 361.20
2006-02-8323271	DASH ERIC S	UNCOLLECTABLE	\$ 361.20

Bill #	Name	Reason	Town Due
2006-02-8323280	DASH ERIC S	UNCOLLECTABLE	\$ 361.20
2006-02-8323301	DEJESUS JOSE	UNCOLLECTABLE	\$ 361.20
2006-02-8323336	EDWARDS LIVINGSTON	UNCOLLECTABLE	\$ 361.20
2006-02-8323344	BAGSHAW HOLLY	UNCOLLECTABLE	\$ 361.20
2006-02-8323417	GORDON WINSTON	UNCOLLECTABLE	\$ 361.20
2006-02-8323433	SPODNICK PATRICIA	UNCOLLECTABLE	\$ 361.20
2006-02-8323441	HANCOCK TIMOTHY T	UNCOLLECTABLE	\$ 84.88
2006-02-8323450	HENMAN HELEN ESTHER	UNCOLLECTABLE	\$ 361.20
2006-02-8323468	HENMAN HELEN ESTHER	UNCOLLECTABLE	\$ 361.20
2006-02-8323484	ORTIZ WILFERDO	UNCOLLECTABLE	\$ 105.64
2006-02-8323531	THOMPSON ERICA J	UNCOLLECTABLE	\$ 93.92
2006-02-8323573	LEE CAMILLE N	UNCOLLECTABLE	\$ 75.88
2006-02-8323581	LEGAGNEUR MARIE S	UNCOLLECTABLE	\$ 361.20
2006-02-8323590	LLANOS ASUNCION	UNCOLLECTABLE	\$ 361.20
2006-02-8323654	MANNINO ANDREW	UNCOLLECTABLE	\$ 361.20
2006-02-8323735	NAVARRO JOSE A	UNCOLLECTABLE	\$ 361.20
2006-02-8323743	NAVARRO JOSE A	UNCOLLECTABLE	\$ 361.20
2006-02-8323778	OLADEJI ANTHONY G	UNCOLLECTABLE	\$ 361.20
2006-02-8323808	SENTEIO TANYA	UNCOLLECTABLE	\$ 361.20
2006-02-8323816	PIERE-LOUIS JACKSON	UNCOLLECTABLE	\$ 361.20
2006-02-8323824	PIERE-LOUIS JACKSON	UNCOLLECTABLE	\$ 361.20
2006-02-8323859	RODRIGUEZ BYRON	UNCOLLECTABLE	\$ 361.20
2006-02-8323867	RODRIGUEZ WALBERTO	UNCOLLECTABLE	\$ 361.20
2006-02-8323972	SPENCE STUART	UNCOLLECTABLE	\$ 361.20
2006-02-8323981	TABORA JOSE	UNCOLLECTABLE	\$ 361.20
2006-02-8324014	TORRES JUAQUIN JR	UNCOLLECTABLE	\$ 361.20
2006-02-8324022	TURCIOS JOSE MANUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8324031	TURCIOS JOSE MANUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8324049	TURCIOS JOSE MANUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8324065	WUSU DESMOND	UNCOLLECTABLE	\$ 92.10
2006-02-8324146	WILLIAMS KEDRUM	UNCOLLECTABLE	\$ 361.20
2006-02-8324154	WILSON MELORY	UNCOLLECTABLE	\$ 361.20
2006-02-8329881	MCKOY MABLE	UNCOLLECTABLE	\$ 44.10
2006-02-8329938	FRET YOLANDA	UNCOLLECTABLE	\$ 66.84
2006-02-8329946	FRET YOLANDA	UNCOLLECTABLE	\$ 361.20
2006-02-8329954	D AND D INC	UNCOLLECTABLE	\$ 361.20
2006-02-8330006	ALVA LUCY	UNCOLLECTABLE	\$ 361.20
2006-02-8330022	ALVES BARROSO	UNCOLLECTABLE	\$ 361.20
2006-02-8330031	AMADO LURDES B	UNCOLLECTABLE	\$ 22.83
2006-02-8330049	AMES DAWN E	UNCOLLECTABLE	\$ 41.54
2006-02-8330057	AREVALO CLAUDIA	UNCOLLECTABLE	\$ 361.20
2006-02-8330138	CORA LIZ	UNCOLLECTABLE	\$ 361.20
2006-02-8330146	CORICA AUGUSTINE D	UNCOLLECTABLE	\$ 127.36
2006-02-8330154	CRUZ EDWIN D	UNCOLLECTABLE	\$ 72.24
2006-02-8330171	DAVIS ALBERT	UNCOLLECTABLE	\$ 361.20
2006-02-8330189	DAVIS ALBERT	UNCOLLECTABLE	\$ 361.20
2006-02-8330219	DISANTO PASQUA	UNCOLLECTABLE	\$ 361.20
2006-02-8330243	FERNANDES ALAN	UNCOLLECTABLE	\$ 72.24
2006-02-8330260	EDMOND JERMAINE	UNCOLLECTABLE	\$ 361.20
2006-02-8330286	ELLISON ELAINE	UNCOLLECTABLE	\$ 361.20
2006-02-8330294	ENAMORADO MIGUEL	BANKRUPTCY	\$ 88.50

Bill #	Name	Reason	Town Due
2006-02-8330308	ESPINAL MARIA	UNCOLLECTABLE	\$ 361.20
2006-02-8330316	FERNANDEZ RAMON	UNCOLLECTABLE	\$ 361.20
2006-02-8330332	JONES WILLIAM	UNCOLLECTABLE	\$ 361.20
2006-02-8330341	JONES WILLIAM	UNCOLLECTABLE	\$ 361.20
2006-02-8330375	GENOVA ALICIA	UNCOLLECTABLE	\$ 111.08
2006-02-8330383	GILL NATALIE R	UNCOLLECTABLE	\$ 188.74
2006-02-8330405	HERNANDEZ JAVIER	UNCOLLECTABLE	\$ 361.20
2006-02-8330430	IRVIN DAISY P	UNCOLLECTABLE	\$ 361.20
2006-02-8330448	IRVIN DAISY P	UNCOLLECTABLE	\$ 361.20
2006-02-8330456	JAQUEZ GUILLERMO	UNCOLLECTABLE	\$ 187.82
2006-02-8330464	JAQUEZ GUILLERMO	UNCOLLECTABLE	\$ 25.80
2006-02-8330502	JOHNSON EMMETT A	UNCOLLECTABLE	\$ 361.20
2006-02-8330511	JONES FRANCES	UNCOLLECTABLE	\$ 361.20
2006-02-8330529	KELLY SAMANTHA JEEYUNG	UNCOLLECTABLE	\$ 186.02
2006-02-8330537	LANCASTER LESLIE W	UNCOLLECTABLE	\$ 361.20
2006-02-8330553	LEWIS JUANITA L	UNCOLLECTABLE	\$ 255.56
2006-02-8330570	LOPEZ MILEDY	UNCOLLECTABLE	\$ 177.02
2006-02-8330588	BAERGA ANTONIO	UNCOLLECTABLE	\$ 361.20
2006-02-8330618	MATTHEW DONALDSON L	UNCOLLECTABLE	\$ 503.00
2006-02-8330677	MATOS AWILDA	UNCOLLECTABLE	\$ 361.20
2006-02-8330685	NUNES OCEANIRA	UNCOLLECTABLE	\$ 66.84
2006-02-8330707	PEREIRA ANTONIO F	UNCOLLECTABLE	\$ 772.98
2006-02-8330723	RAMIREZ BERNABE	UNCOLLECTABLE	\$ 79.46
2006-02-8330740	RIVERA EDILBERTO	UNCOLLECTABLE	\$ 361.20
2006-02-8330758	RIVERA EDILBERTO	UNCOLLECTABLE	\$ 361.20
2006-02-8330766	RIVERA EDILBERTO	UNCOLLECTABLE	\$ 361.20
2006-02-8330782	SAINT VICTOR SAMUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8330812	SCOTT KAVAIN L	UNCOLLECTABLE	\$ 361.20
2006-02-8330821	SCUDDER SONSEEAHRAY	UNCOLLECTABLE	\$ 361.20
2006-02-8330839	SEMEXANT MARIO	UNCOLLECTABLE	\$ 361.20
2006-02-8330847	SHAW DONNETTE VICTORIA	UNCOLLECTABLE	\$ 462.34
2006-02-8330871	SMALL OUDIA	UNCOLLECTABLE	\$ 361.20
2006-02-8330898	SOURIVANH KHAMPHOUTH	UNCOLLECTABLE	\$ 361.20
2006-02-8330936	VILLACIS RAUL	UNCOLLECTABLE	\$ 361.20
2006-02-8330944	VILLACIS RAUL	UNCOLLECTABLE	\$ 361.20
2006-02-8330961	BARRIER JAMES	UNCOLLECTABLE	\$ 83.10
2006-02-8331011	WINER PATRICIA M	UNCOLLECTABLE	\$ 84.88
2006-02-8331487	VASQUEZ JESUS	UNCOLLECTABLE	\$ 95.74
2006-02-8331509	DAMMAD ABDUL M	UNCOLLECTABLE	\$ 513.82
2006-02-8331606	WOOD JAMES E	UNCOLLECTABLE	\$ 103.86
2006-02-8331622	BUTLER STEPHANIE	UNCOLLECTABLE	\$ 111.08
2006-02-8331649	DAFONTE SILVESTER M AKA	UNCOLLECTABLE	\$ 361.20
2006-02-8331673	HEAVEN GARY P	UNCOLLECTABLE	\$ 247.44
2006-02-8331690	JOHNSON ALFRED	UNCOLLECTABLE	\$ 363.92
2006-02-8331703	LOMANTO BRIAN T	UNCOLLECTABLE	\$ 307.96
2006-02-8331720	RAMSEY CURTIS T	UNCOLLECTABLE	\$ 70.42
2006-02-8331819	LEITE VANIA	UNCOLLECTABLE	\$ 66.84
2006-02-8331827	HASSAN GOUMA	UNCOLLECTABLE	\$ 361.20
2006-02-8331843	ACOSTA STEPHANIE E	UNCOLLECTABLE	\$ 660.12
2006-02-8331860	ORTIZ JESUS	BANKRUPTCY	\$ 361.20
2006-02-8331878	ORTIZ JESUS	BANKRUPTCY	\$ 361.20

Bill #	Name	Reason	Town Due
2006-02-8336292	BELLAMY CAROLYN	UNCOLLECTABLE	\$ 361.20
2006-02-8336306	RODRIGUEZ CARMEN	UNCOLLECTABLE	\$ 361.20
2006-02-8336314	MARTINEZ MARCO A	UNCOLLECTABLE	\$ 112.00
2006-02-8336471	ALLEN EDWARD M	UNCOLLECTABLE	\$ 361.20
2006-02-8336489	ALLEN EDWARD M	UNCOLLECTABLE	\$ 361.20
2006-02-8336497	ALVAREZ RAMONA	UNCOLLECTABLE	\$ 361.20
2006-02-8336527	BERNARD ANGEL L JR	UNCOLLECTABLE	\$ 361.20
2006-02-8336543	BROWN PAUL	UNCOLLECTABLE	\$ 361.20
2006-02-8336551	BROWN PAUL	UNCOLLECTABLE	\$ 361.20
2006-02-8336560	CASON JOHN W	UNCOLLECTABLE	\$ 361.20
2006-02-8336578	MARKO CONSTANTINE	UNCOLLECTABLE	\$ 361.20
2006-02-8336594	CRUZ RENAY A	UNCOLLECTABLE	\$ 102.04
2006-02-8336608	DALEY DENHAM	UNCOLLECTABLE	\$ 361.20
2006-02-8336659	EBRON REBIA	UNCOLLECTABLE	\$ 361.20
2006-02-8336667	EBRON REBIA	UNCOLLECTABLE	\$ 361.20
2006-02-8336675	EBRON REBIA	UNCOLLECTABLE	\$ 361.20
2006-02-8336683	ESPINAL LUIS	UNCOLLECTABLE	\$ 361.20
2006-02-8336705	FOSTER ANDREW	UNCOLLECTABLE	\$ 361.20
2006-02-8336713	GIBSON MASIE	UNCOLLECTABLE	\$ 361.20
2006-02-8336799	LEE CLAUDE W	UNCOLLECTABLE	\$ 361.20
2006-02-8336802	LOPEZ EUGENIA	UNCOLLECTABLE	\$ 361.20
2006-02-8336811	LOPEZ EUGENIA	UNCOLLECTABLE	\$ 361.20
2006-02-8336829	LOPEZ WILFREDO	UNCOLLECTABLE	\$ 361.20
2006-02-8336845	MARCELLUS JEAN JACQUES	UNCOLLECTABLE	\$ 361.20
2006-02-8336900	ORTIZ JACOB H	UNCOLLECTABLE	\$ 361.20
2006-02-8336918	ORTIZ JESUS	BANKRUPTCY	\$ 361.20
2006-02-8336934	RAMIREZ EDDY L	UNCOLLECTABLE	\$ 361.20
2006-02-8336942	RAMIREZ EDDY L	UNCOLLECTABLE	\$ 361.20
2006-02-8336951	HERNANDEZ CARMEN	UNCOLLECTABLE	\$ 178.78
2006-02-8336969	RODRIGUEZ EDGAR	UNCOLLECTABLE	\$ 168.88
2006-02-8336993	RODRIGUEZ ERNESTO	UNCOLLECTABLE	\$ 361.20
2006-02-8337019	LOPEZ JEFFERY	UNCOLLECTABLE	\$ 69.56
2006-02-8337051	VASQUEZ ANGEL G	UNCOLLECTABLE	\$ 361.20
2006-02-8337132	RUCKER BEVERLY J	UNCOLLECTABLE	\$ 57.80
2006-02-8337281	RICARDO GERMAN F	UNCOLLECTABLE	\$ 311.54
2006-02-8337311	RICARDO GERMAN F	UNCOLLECTABLE	\$ 134.10
2006-02-8337337	GOINGS EMMA S	UNCOLLECTABLE	\$ 111.08
2006-02-8337353	FAIRFIELD COUNTY CARTING LLC	UNCOLLECTABLE	\$ 225.76
2006-02-8337388	410-450 EAST MAIN LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8337396	410-450 EAST MAIN LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8337485	ARRIAZA MARVIN	UNCOLLECTABLE	\$ 173.38
2006-02-8337493	AUGUSTIN KETTELIE	UNCOLLECTABLE	\$ 361.20
2006-02-8337574	BRITT ERNEST	UNCOLLECTABLE	\$ 361.20
2006-02-8337612	BUTLER SANDRA J	UNCOLLECTABLE	\$ 361.20
2006-02-8337639	CAFORA LOUIS	UNCOLLECTABLE	\$ 75.87
2006-02-8337663	CARPIO MARVIN OMAR	UNCOLLECTABLE	\$ 311.54
2006-02-8337728	CLARK WILLIE	UNCOLLECTABLE	\$ 138.16
2006-02-8337744	CORTEZ JOSE	UNCOLLECTABLE	\$ 75.88
2006-02-8337752	MELO RIVAN FERREIRA	UNCOLLECTABLE	\$ 361.20
2006-02-8337795	DAVIS CARL	UNCOLLECTABLE	\$ 73.16
2006-02-8337817	DELRIO LUIS A	UNCOLLECTABLE	\$ 232.98

Bill #	Name	Reason	Town Due
2006-02-8337833	DICKS DANIEL J	UNCOLLECTABLE	\$ 123.72
2006-02-8337841	DOSSANTOS MARLENE	UNCOLLECTABLE	\$ 361.20
2006-02-8337884	FEDERICO BARBARA	UNCOLLECTABLE	\$ 361.20
2006-02-8337892	FEDERICO BARBARA	UNCOLLECTABLE	\$ 361.20
2006-02-8337906	FEDERICO BARBARA	UNCOLLECTABLE	\$ 361.20
2006-02-8337914	FERNANDES ORALDO J	UNCOLLECTABLE	\$ 132.76
2006-02-8337949	FLEMING TERIA	UNCOLLECTABLE	\$ 361.20
2006-02-8337957	FLEURANCY ERIQUE	UNCOLLECTABLE	\$ 361.20
2006-02-8337973	GAINES ARTHUR J JR	UNCOLLECTABLE	\$ 361.20
2006-02-8338023	GONZALEZ JUAN RAFAEL	UNCOLLECTABLE	\$ 53.30
2006-02-8338031	GONZALEZ VLADIMIRO	UNCOLLECTABLE	\$ 361.20
2006-02-8338074	INTHIRATHL KONGKHAM	UNCOLLECTABLE	\$ 113.78
2006-02-8338112	KALABER ZSOLT	BANKRUPTCY	\$ 361.20
2006-02-8338139	LOPEZ MILEDY	UNCOLLECTABLE	\$ 70.42
2006-02-8338155	LOZADA ROBERT M	UNCOLLECTABLE	\$ 361.20
2006-02-8338210	GEFFRARO GERLAD JR	UNCOLLECTABLE	\$ 65.02
2006-02-8338236	MEDINA NOEMI	UNCOLLECTABLE	\$ 361.20
2006-02-8338244	ANTONIO GERMAN	UNCOLLECTABLE	\$ 361.20
2006-02-8338287	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8338295	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8338309	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8338317	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8338325	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8338406	OBERLE KEITH R	UNCOLLECTABLE	\$ 361.20
2006-02-8338473	PEREZOTERO JOSE L	UNCOLLECTABLE	\$ 174.28
2006-02-8338481	PESCHIER NICOLE BREWSTER	UNCOLLECTABLE	\$ 361.20
2006-02-8338490	POLCHOWSKI ANANI	UNCOLLECTABLE	\$ 361.20
2006-02-8338546	RAMROOP DEOMATTY	UNCOLLECTABLE	\$ 361.20
2006-02-8338562	RIVERA HIRAM	UNCOLLECTABLE	\$ 361.20
2006-02-8338601	SALMAN JOSEPH M	UNCOLLECTABLE	\$ 25.80
2006-02-8338635	SANCHEZ MARIA	UNCOLLECTABLE	\$ 109.28
2006-02-8338678	SORRENTINO ROBERT G	UNCOLLECTABLE	\$ 361.20
2006-02-8338708	SUTTON LASHONDA	UNCOLLECTABLE	\$ 361.20
2006-02-8338716	THOMPSON IRIS	UNCOLLECTABLE	\$ 54.20
2006-02-8338759	DENOMME RICHARD	UNCOLLECTABLE	\$ 95.73
2006-02-8338775	VALENTINE NNODUM	UNCOLLECTABLE	\$ 361.20
2006-02-8338783	VALENTINE NNODUM	UNCOLLECTABLE	\$ 361.20
2006-02-8338791	VALENTINE NNODUM	UNCOLLECTABLE	\$ 361.20
2006-02-8338805	VALENTINE NNODUM	UNCOLLECTABLE	\$ 361.20
2006-02-8338813	ROSADO CARMEN	UNCOLLECTABLE	\$ 361.20
2006-02-8338830	SMITH ANTONETTE	UNCOLLECTABLE	\$ 145.18
2006-02-8338872	WATKINS ROBERT	UNCOLLECTABLE	\$ 361.20
2006-02-8338902	WINSTON MATTHEW D	UNCOLLECTABLE	\$ 36.12
2006-02-8338937	BAUTISTA RICARDO	UNCOLLECTABLE	\$ 361.20
2006-02-8338953	WT APARTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339577	FAIRFIELD COUNTY CARTING LLC	UNCOLLECTABLE	\$ 65.12
2006-02-8339704	SCOTT JAMES A	UNCOLLECTABLE	\$ 68.66
2006-02-8339712	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339721	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339739	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339747	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20

Bill #	Name	Reason	Town Due
2006-02-8339755	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339763	NEW ENGLAND INVESTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339771	PARROTT AVE LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8339798	REALTY ASSET PROPERTIES LTD	UNCOLLECTABLE	\$ 361.20
2006-02-8339844	ALVARADA VICTOR M	BANKRUPTCY	\$ 25.80
2006-02-8339887	AREVALO CLAUDIA	UNCOLLECTABLE	\$ 361.20
2006-02-8339895	AREVALO CLAUDIA	UNCOLLECTABLE	\$ 361.20
2006-02-8339909	AYALA LINDA LIMI	UNCOLLECTABLE	\$ 91.23
2006-02-8339933	AZEEZ JIDE	UNCOLLECTABLE	\$ 361.20
2006-02-8339984	BERMUDEZ ANGELITA M	UNCOLLECTABLE	\$ 84.88
2006-02-8340010	BERNARD ANGEL L JR	UNCOLLECTABLE	\$ 361.20
2006-02-8340052	BONNER FLOYD JR	UNCOLLECTABLE	\$ 78.60
2006-02-8340079	BONNEY TOUSSAINT	UNCOLLECTABLE	\$ 68.65
2006-02-8340087	BOURSIQUOT JEAN GARDY	UNCOLLECTABLE	\$ 361.20
2006-02-8340095	MARTINS PEDRO ALEX	UNCOLLECTABLE	\$ 125.54
2006-02-8340109	BROWN BERNICE L	UNCOLLECTABLE	\$ 361.20
2006-02-8340117	BROWN BERNICE L	UNCOLLECTABLE	\$ 361.20
2006-02-8340125	BROWN FRED H	UNCOLLECTABLE	\$ 361.20
2006-02-8340141	MARRERO MONSERRATE	UNCOLLECTABLE	\$ 361.20
2006-02-8340150	BUTTS RASHAAN	UNCOLLECTABLE	\$ 361.20
2006-02-8340176	CASADO CARMEN	UNCOLLECTABLE	\$ 361.20
2006-02-8340184	CASADO CARMEN	UNCOLLECTABLE	\$ 361.20
2006-02-8340214	CATARINO GERALDO	UNCOLLECTABLE	\$ 84.87
2006-02-8340222	CAVINNESS DOROTHY D	UNCOLLECTABLE	\$ 361.20
2006-02-8340265	CISSE AWA	UNCOLLECTABLE	\$ 361.20
2006-02-8340281	CROSS PHILIP	UNCOLLECTABLE	\$ 361.20
2006-02-8340290	CUAYA MAGDALENA	UNCOLLECTABLE	\$ 361.20
2006-02-8340303	CZERNOTA SOPHIE EVELYN	UNCOLLECTABLE	\$ 361.20
2006-02-8340371	DEJEAN ELIZABETH	UNCOLLECTABLE	\$ 361.20
2006-02-8340389	DELACRUZ GLORIMAR	UNCOLLECTABLE	\$ 361.20
2006-02-8340427	DIAZ FELIX A	UNCOLLECTABLE	\$ 149.90
2006-02-8340460	DONALDSON ANDRE L	UNCOLLECTABLE	\$ 361.20
2006-02-8340486	DUFANE JULIANIE	UNCOLLECTABLE	\$ 361.20
2006-02-8340516	RIVERA SHIRLEY	UNCOLLECTABLE	\$ 59.62
2006-02-8340559	GONZALES WILLIAM	UNCOLLECTABLE	\$ 361.20
2006-02-8340567	JOHNSON TERRENCE	UNCOLLECTABLE	\$ 102.96
2006-02-8340605	FERNEZ EDWARD	UNCOLLECTABLE	\$ 214.04
2006-02-8340613	FLEMING RONDA	UNCOLLECTABLE	\$ 55.11
2006-02-8340630	FREEMAN IRIS	UNCOLLECTABLE	\$ 361.20
2006-02-8340648	FULLER JAMES A	UNCOLLECTABLE	\$ 361.20
2006-02-8340656	FULLER JAMES A	UNCOLLECTABLE	\$ 361.20
2006-02-8340664	FULLER JAMES A	UNCOLLECTABLE	\$ 361.20
2006-02-8340699	GOMEZ ANGEL	UNCOLLECTABLE	\$ 361.20
2006-02-8340702	GONZALEZ MARIA	UNCOLLECTABLE	\$ 361.20
2006-02-8340711	GONZALEZ MARIA	UNCOLLECTABLE	\$ 361.20
2006-02-8340729	GRIFFIN ROBERT L	UNCOLLECTABLE	\$ 361.20
2006-02-8340796	HENDERSON GILLIAN	UNCOLLECTABLE	\$ 361.20
2006-02-8340800	HERIVEAUX EMMANUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8340818	HERNANDEZ ADAN	UNCOLLECTABLE	\$ 361.20
2006-02-8340826	HOOKS CURTIS V	UNCOLLECTABLE	\$ 361.20
2006-02-8340834	HOOKS CURTIS V	UNCOLLECTABLE	\$ 361.20

Bill #	Name	Reason	Town Due
2006-02-8340842	HOOKS CURTIS V	UNCOLLECTABLE	\$ 188.74
2006-02-8340851	HOOKS CURTIS V	UNCOLLECTABLE	\$ 361.20
2006-02-8340869	IANNELLI JOSEPH A	UNCOLLECTABLE	\$ 361.20
2006-02-8340877	ATKINSON ANDREW	UNCOLLECTABLE	\$ 361.20
2006-02-8340885	ITURRALDE MIRIAM	UNCOLLECTABLE	\$ 361.20
2006-02-8340893	JACKSON ESTHER	UNCOLLECTABLE	\$ 681.78
2006-02-8340923	JAMES ROGER EVANS JR	UNCOLLECTABLE	\$ 127.36
2006-02-8340974	JEROME ANTOINE K	UNCOLLECTABLE	\$ 361.20
2006-02-8340991	JOHNSON HENRY	UNCOLLECTABLE	\$ 68.66
2006-02-8341016	KEARNEY MICHAEL	UNCOLLECTABLE	\$ 361.20
2006-02-8341075	KIM JUNG UNG	UNCOLLECTABLE	\$ 361.20
2006-02-8341083	LAWRENCE SANDY	UNCOLLECTABLE	\$ 361.20
2006-02-8341105	LAZO OSCAR H	UNCOLLECTABLE	\$ 361.20
2006-02-8341121	LEE BETTY	UNCOLLECTABLE	\$ 361.20
2006-02-8341130	LEFKOWITZ RICHARD	UNCOLLECTABLE	\$ 361.20
2006-02-8341156	LOPEZ JOSE	UNCOLLECTABLE	\$ 361.20
2006-02-8341164	LOPEZ JOSE	UNCOLLECTABLE	\$ 361.20
2006-02-8341202	MARCHIANO MARIO	UNCOLLECTABLE	\$ 361.20
2006-02-8341211	STARON HELEN	UNCOLLECTABLE	\$ 361.20
2006-02-8341229	MARKS TINA	UNCOLLECTABLE	\$ 361.20
2006-02-8341318	MIMS HAROLD	UNCOLLECTABLE	\$ 87.64
2006-02-8341342	MONTANEZ EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8341351	BAILEY WILLIAM T	UNCOLLECTABLE	\$ 361.20
2006-02-8341369	MORALES JAYSON G	UNCOLLECTABLE	\$ 55.98
2006-02-8341393	NAPLES THOMAS P	UNCOLLECTABLE	\$ 136.40
2006-02-8341423	NOGUERAS MICHELLE	UNCOLLECTABLE	\$ 361.20
2006-02-8341458	PACHECO ORLANDO	UNCOLLECTABLE	\$ 361.20
2006-02-8341491	PHILLIPS ALBERTA T	UNCOLLECTABLE	\$ 361.20
2006-02-8341504	PHILLIPS ALBERTA T	UNCOLLECTABLE	\$ 361.20
2006-02-8341512	PIERRE MARIE	UNCOLLECTABLE	\$ 361.20
2006-02-8341539	PINEDA BERTA	UNCOLLECTABLE	\$ 361.20
2006-02-8341555	WALTER PALMA	UNCOLLECTABLE	\$ 361.20
2006-02-8341571	RANGEL LOURDES	UNCOLLECTABLE	\$ 361.20
2006-02-8341580	RANGEL LOURDES	UNCOLLECTABLE	\$ 361.20
2006-02-8341644	MARTINEZ MILTON JR	UNCOLLECTABLE	\$ 546.34
2006-02-8341652	RIVERA DELIA	UNCOLLECTABLE	\$ 361.20
2006-02-8341687	ROSADO EDUARDO	UNCOLLECTABLE	\$ 361.20
2006-02-8341709	SAMATULSKI VIRGINIA	UNCOLLECTABLE	\$ 361.20
2006-02-8341733	SEGARRA RAFAEL JR	UNCOLLECTABLE	\$ 361.20
2006-02-8341750	SOMOHANO MARY M	UNCOLLECTABLE	\$ 361.20
2006-02-8341792	USEDO ANASTACIO	UNCOLLECTABLE	\$ 119.22
2006-02-8341814	VALENTIN EDWIN	UNCOLLECTABLE	\$ 361.20
2006-02-8341831	VEGA FABIAN	UNCOLLECTABLE	\$ 361.20
2006-02-8341849	VINES SEARS	UNCOLLECTABLE	\$ 123.76
2006-02-8341857	VOID JAMES	UNCOLLECTABLE	\$ 72.24
2006-02-8341873	DILLON CHEDDI	UNCOLLECTABLE	\$ 361.20
2006-02-8341881	WILLIS DAWNE	UNCOLLECTABLE	\$ 361.20
2006-02-8343485	FRAZIER DONALD	UNCOLLECTABLE	\$ 411.78
2006-02-8343493	KOVACS EMERY D	UNCOLLECTABLE	\$ 48.76
2006-02-8343540	HENRIQUES ARMINDA C	UNCOLLECTABLE	\$ 214.04
2006-02-8343558	HENRIQUES ARMINDA C	UNCOLLECTABLE	\$ 160.74

Bill #	Name	Reason	Town Due
2006-02-8343574	1946 EAST MAIN STREET LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8343604	ALFARO ELSIE R	UNCOLLECTABLE	\$ 461.48
2006-02-8343639	ANNUZZI SANDRA E	UNCOLLECTABLE	\$ 260.06
2006-02-8343655	BARDSLIVING KEEANN	UNCOLLECTABLE	\$ 361.20
2006-02-8343671	BLAKE LENNOX	UNCOLLECTABLE	\$ 63.20
2006-02-8343680	BOYD ANDRE U	UNCOLLECTABLE	\$ 162.56
2006-02-8343710	CHISHA ERIC Y	UNCOLLECTABLE	\$ 118.32
2006-02-8343779	CURTIN ROHAN K	UNCOLLECTABLE	\$ 140.89
2006-02-8343787	DALY ROBERT F	UNCOLLECTABLE	\$ 176.10
2006-02-8343809	DEJESUS ANTONIO	UNCOLLECTABLE	\$ 361.20
2006-02-8343817	GARCIA HILBERTO	UNCOLLECTABLE	\$ 139.98
2006-02-8343868	HANTON ELAINE R	UNCOLLECTABLE	\$ 79.46
2006-02-8343876	HAZEL WILLIAM	BANKRUPTCY	\$ 180.60
2006-02-8343884	HENRIQUES ARMINDA C	UNCOLLECTABLE	\$ 177.92
2006-02-8343892	HENRIQUES ARMINDA C	UNCOLLECTABLE	\$ 614.04
2006-02-8343922	HERNANDEZ ANGELA D	UNCOLLECTABLE	\$ 107.50
2006-02-8343931	GONZALEZ WANDA Y	UNCOLLECTABLE	\$ 72.24
2006-02-8343990	HUITZIL MAXIMINA Z	UNCOLLECTABLE	\$ 361.20
2006-02-8344007	JEAN BAPTISTE R	UNCOLLECTABLE	\$ 139.98
2006-02-8344015	JOSEPH CHASLEY	UNCOLLECTABLE	\$ 361.20
2006-02-8344058	LEPKOWSKI THERESA A	UNCOLLECTABLE	\$ 291.68
2006-02-8344066	LEWIS ANTHONY D	UNCOLLECTABLE	\$ 1,291.28
2006-02-8344074	LOPEZ ERNESTO ARTURO	UNCOLLECTABLE	\$ 190.56
2006-02-8344121	MATEO AMY	UNCOLLECTABLE	\$ 361.20
2006-02-8344155	MCDOWELL JAMES S	UNCOLLECTABLE	\$ 361.20
2006-02-8344163	MCNEIL MAURICE R	UNCOLLECTABLE	\$ 216.72
2006-02-8344180	MENDEZ SHELLYANN	UNCOLLECTABLE	\$ 109.28
2006-02-8344210	MONTES ERICA	UNCOLLECTABLE	\$ 361.20
2006-02-8344228	CORWELL JOYCE	UNCOLLECTABLE	\$ 88.50
2006-02-8344317	ORTERO SANTA	UNCOLLECTABLE	\$ 361.20
2006-02-8344368	ONUNOGBO KINGSLEY N	UNCOLLECTABLE	\$ 649.30
2006-02-8344376	PACHECO FRANCISCO M	UNCOLLECTABLE	\$ 361.20
2006-02-8344384	PACHECO RAQUEL	UNCOLLECTABLE	\$ 361.20
2006-02-8344414	PEREZ JULIO A	UNCOLLECTABLE	\$ 361.20
2006-02-8344422	PHANNGAVONG JOANNE	UNCOLLECTABLE	\$ 104.78
2006-02-8344431	PIERCE ROBERT C	UNCOLLECTABLE	\$ 149.72
2006-02-8344449	QUINONEZ JANET	UNCOLLECTABLE	\$ 361.20
2006-02-8344490	RIVERA JUAN B	UNCOLLECTABLE	\$ 97.54
2006-02-8344511	SAMANIEGO WILSON	UNCOLLECTABLE	\$ 169.78
2006-02-8344546	SILVA RONALDO	UNCOLLECTABLE	\$ 167.06
2006-02-8344554	SMALL WANDA E	UNCOLLECTABLE	\$ 145.40
2006-02-8344562	SNOW LIONEL V	UNCOLLECTABLE	\$ 349.48
2006-02-8344589	STEVENS LA VERNCE MARIE	UNCOLLECTABLE	\$ 361.20
2006-02-8344597	STEVENS LA VERNCE MARIE	UNCOLLECTABLE	\$ 361.20
2006-02-8344619	TORRES FELIX	UNCOLLECTABLE	\$ 80.41
2006-02-8344643	TUCKER DARYELL E	UNCOLLECTABLE	\$ 66.84
2006-02-8344651	VAZQUEZ MOSHELLAMIL	UNCOLLECTABLE	\$ 158.06
2006-02-8344686	GREEN TAMMY	UNCOLLECTABLE	\$ 361.20
2006-02-8344694	WARD FRANCIS	UNCOLLECTABLE	\$ 307.04
2006-02-8344708	WHITE BRIAN	UNCOLLECTABLE	\$ 361.20
2006-02-8344724	WILLSON KIARA	UNCOLLECTABLE	\$ 361.20

Bill #	Name	Reason	Town Due
2006-02-8344741	GUTIERREZ CESAR A	UNCOLLECTABLE	\$ 189.64
2006-02-8344759	EVANGELISTE MARIA C	UNCOLLECTABLE	\$ 95.74
2006-02-8344767	ESTORIL APARTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8344775	ESTORIL APARTMENTS LLC	UNCOLLECTABLE	\$ 361.20
2006-02-8344864	ALONZO ROSA B	UNCOLLECTABLE	\$ 361.20
2006-02-8344872	ANDERSON CURTIS	UNCOLLECTABLE	\$ 55.12
2006-02-8344881	ARMISTEAD KISHA K	UNCOLLECTABLE	\$ 103.86
2006-02-8344899	BAKER JAMES MANUEL	UNCOLLECTABLE	\$ 333.22
2006-02-8344911	BARGAS WASHINGTON DANILO	UNCOLLECTABLE	\$ 149.90
2006-02-8344937	BROWN BERKELEY HULON	UNCOLLECTABLE	\$ 267.30
2006-02-8344953	CARTER TONYA MICHELLE	UNCOLLECTABLE	\$ 61.42
2006-02-8344961	CINO BERNARD	UNCOLLECTABLE	\$ 521.94
2006-02-8344996	CRUZ ANTHONY A	UNCOLLECTABLE	\$ 252.84
2006-02-8345020	DASILVA ADALTO	UNCOLLECTABLE	\$ 136.40
2006-02-8345038	DAVIS BRANDI	UNCOLLECTABLE	\$ 154.44
2006-02-8345062	FAWOLE BABAJIDE	UNCOLLECTABLE	\$ 361.20
2006-02-8345089	FOSTER MICHAEL	UNCOLLECTABLE	\$ 84.00
2006-02-8345097	GONZALEZ AMANDA	UNCOLLECTABLE	\$ 253.76
2006-02-8345101	HODGES DOROTHY LAVERN	UNCOLLECTABLE	\$ 180.60
2006-02-8345119	HODGES DOROTHY LAVERN	UNCOLLECTABLE	\$ 783.82
2006-02-8345151	LOWERY EMMA H	UNCOLLECTABLE	\$ 311.54
2006-02-8345160	MACIEL ROGERIO BARBOSA	UNCOLLECTABLE	\$ 125.54
2006-02-8345178	MCPHAIL ERWIN	UNCOLLECTABLE	\$ 89.42
2006-02-8345208	MORAIS JANIO	UNCOLLECTABLE	\$ 122.82
2006-02-8345259	OLADEJI JOHN	UNCOLLECTABLE	\$ 361.20
2006-02-8345267	OLADEJI JOHN	UNCOLLECTABLE	\$ 361.20
2006-02-8345275	OLADEJI JOHN	UNCOLLECTABLE	\$ 361.20
2006-02-8345348	RAMOS CARLOS	UNCOLLECTABLE	\$ 594.18
2006-02-8345372	ROAN JAMES D JR	UNCOLLECTABLE	\$ 1,722.94
2006-02-8345381	RODRIGUES ANTONIO	UNCOLLECTABLE	\$ 505.68
2006-02-8345399	RUFFIN KEVIN	UNCOLLECTABLE	\$ 241.12
2006-02-8345402	SANCHEZ JENSSY	UNCOLLECTABLE	\$ 109.28
2006-02-8345437	SCOTT BETTY	UNCOLLECTABLE	\$ 102.04
2006-02-8345461	STOLIKER RICHARD	UNCOLLECTABLE	\$ 379.28
2006-02-8345470	STOLIKER RICHARD	UNCOLLECTABLE	\$ 530.08
2006-02-8345500	TOMANINI ROGERIO	UNCOLLECTABLE	\$ 115.58
2006-02-8345577	WILLIAMS SIRRAM M	BANKRUPTCY	\$ 361.20
2006-02-8348223	RIBEIRO MARLY S	UNCOLLECTABLE	\$ 68.66
2006-02-8348339	SIGUA CLAUDIO M	UNCOLLECTABLE	\$ 209.50
2006-02-8348428	ROSA ANDRIANA B	UNCOLLECTABLE	\$ 349.48
2006-02-8348550	TRAVAGLINI GIULIANO VIAN	UNCOLLECTABLE	\$ 280.88
2006-02-8348568	HAWKEYE CONSTRUCTION	UNCOLLECTABLE	\$ 339.54
2006-02-8348576	NEW CAANNAN INTERIORS	UNCOLLECTABLE	\$ 113.78
2006-02-8348592	ADAMS THOMAS M	UNCOLLECTABLE	\$ 112.00
2006-02-8348606	ALSTON JANINE N	UNCOLLECTABLE	\$ 103.86
2006-02-8348614	ANSTETT HERBERT	UNCOLLECTABLE	\$ 14.99
2006-02-8348622	ARANA SYRLENE S	UNCOLLECTABLE	\$ 114.72
2006-02-8348631	BARAJAS JUAN RANGEL	UNCOLLECTABLE	\$ 289.88
2006-02-8348649	BETRO BRUNO	UNCOLLECTABLE	\$ 486.74
2006-02-8348673	CALDERON ENRIQUE	UNCOLLECTABLE	\$ 232.08
2006-02-8348681	CALDERON ENRIQUE	UNCOLLECTABLE	\$ 250.16

Bill #	Name	Reason	Town Due
2006-02-8348690	CAMPOS FREDERICO A	UNCOLLECTABLE	\$ 87.60
2006-02-8348703	CEDENO VENANCIA	UNCOLLECTABLE	\$ 1,102.60
2006-02-8348711	CHAN FENG K	UNCOLLECTABLE	\$ 61.42
2006-02-8348720	CLARK BRANDON	UNCOLLECTABLE	\$ 71.38
2006-02-8348738	COSGROVE FRANCIS A	UNCOLLECTABLE	\$ 93.92
2006-02-8348762	DELIMA TARLIS BATISTA	UNCOLLECTABLE	\$ 614.96
2006-02-8348771	DELLAMARGGIO DONNA M	UNCOLLECTABLE	\$ 110.18
2006-02-8348789	DEOLIVEIRA JOSE B	UNCOLLECTABLE	\$ 95.74
2006-02-8348797	DEOLIVERIA MARCOS	UNCOLLECTABLE	\$ 64.16
2006-02-8348827	DOWSEY ANN L	UNCOLLECTABLE	\$ 89.42
2006-02-8348835	DUNN WILLIAM P	UNCOLLECTABLE	\$ 195.06
2006-02-8348908	FILHO DJALMA	UNCOLLECTABLE	\$ 142.66
2006-02-8348916	FILHO JOAO B	UNCOLLECTABLE	\$ 156.24
2006-02-8348924	GABRIELLE PIERRE PAUL	UNCOLLECTABLE	\$ 106.54
2006-02-8348932	GARCIA MARCOS V	UNCOLLECTABLE	\$ 363.92
2006-02-8348967	GUILLEN JOSE R	UNCOLLECTABLE	\$ 74.06
2006-02-8348975	HARNOIS MICHEAL W	UNCOLLECTABLE	\$ 127.36
2006-02-8348983	IZZO SHELIA	UNCOLLECTABLE	\$ 204.10
2006-02-8349009	JOYLES DION	UNCOLLECTABLE	\$ 1,074.24
2006-02-8349017	JULIANI ANGELO F	UNCOLLECTABLE	\$ 273.66
2006-02-8349025	LOPEZ ERNESTO	UNCOLLECTABLE	\$ 436.16
2006-02-8349033	LOWERY EUGENE	UNCOLLECTABLE	\$ 113.78
2006-02-8349068	MARCIAL THOMAS	UNCOLLECTABLE	\$ 84.88
2006-02-8349076	MASTRO KIELY J	UNCOLLECTABLE	\$ 189.64
2006-02-8349092	MCGHEE SONIA	UNCOLLECTABLE	\$ 197.78
2006-02-8349106	MCKNIGHT MILDERED M	UNCOLLECTABLE	\$ 779.34
2006-02-8349157	MERISIER PIERRE R	UNCOLLECTABLE	\$ 156.24
2006-02-8349165	MITCHELL ADRIENNE	UNCOLLECTABLE	\$ 145.40
2006-02-8349190	PAMBIANCHI ROBERT	UNCOLLECTABLE	\$ 645.66
2006-02-8349203	PAMBIANCHI ROBERT P	UNCOLLECTABLE	\$ 53.30
2006-02-8349211	PAMBIANCHI ROBERT P	UNCOLLECTABLE	\$ 277.24
2006-02-8349238	REILLY WILLIAM J	UNCOLLECTABLE	\$ 53.30
2006-02-8349246	RIBEIRO AILSON	UNCOLLECTABLE	\$ 95.74
2006-02-8349254	RIBEIRO VALDECI	UNCOLLECTABLE	\$ 96.64
2006-02-8349262	RITENOUR JAMES E	UNCOLLECTABLE	\$ 661.02
2006-02-8349271	RULLAN RULLAN ALBIN	UNCOLLECTABLE	\$ 123.72
2006-02-8349289	SACRAMENTO SANDOVAL D	UNCOLLECTABLE	\$ 401.86
2006-02-8349297	SAINVIL MARIE E	UNCOLLECTABLE	\$ 537.30
2006-02-8349301	SEIDE MARIE	UNCOLLECTABLE	\$ 179.74
2006-02-8349327	SHORT JAMES	UNCOLLECTABLE	\$ 12.13
2006-02-8349335	SOUSA ANDRE L	UNCOLLECTABLE	\$ 197.78
2006-02-8349343	SOUZA CELSO	UNCOLLECTABLE	\$ 74.06
2006-02-8349351	SOUZA SAMUEL I	UNCOLLECTABLE	\$ 98.46
2006-02-8349360	VARELA MARLON Z	UNCOLLECTABLE	\$ 158.06
2006-02-8349378	WARD FRANCIS	UNCOLLECTABLE	\$ 100.28
2006-02-8349386	WELITON MOREIRA	UNCOLLECTABLE	\$ 304.32
2006-02-8349394	WELLINGTON KEYON CARLEAF	UNCOLLECTABLE	\$ 467.74
2006-02-8349408	WIGGINS TERESA CHERRY	UNCOLLECTABLE	\$ 81.28
2006-02-8352395	MIRANDA RAMON JOSE	UNCOLLECTABLE	\$ 871.42
2006-02-8352441	DOSSANTOS CONCIECO D	UNCOLLECTABLE	\$ 154.44
2006-02-8352450	BARBOSA EDINALDO F	UNCOLLECTABLE	\$ 167.06

Bill #	Name	Reason	Town Due
2006-02-8352484	SALOMAO MARCOS	UNCOLLECTABLE	\$ 67.74
2006-02-8352492	PAVIOTE WEDER	UNCOLLECTABLE	\$ 241.12
2006-02-8352514	MATESIC SIMUN	UNCOLLECTABLE	\$ 288.10
2006-02-8352522	SEUK KOOK	UNCOLLECTABLE	\$ 242.02
2006-02-8352531	LITUMA JOSE A	UNCOLLECTABLE	\$ 103.86
2006-02-8352557	FERREIRA GILBERTO SIMIL	UNCOLLECTABLE	\$ 156.24
2006-02-8352565	PAWLISHEN SUSAN N	UNCOLLECTABLE	\$ 570.70
2006-02-8352581	SISNIEGAS KAROLA	UNCOLLECTABLE	\$ 163.48
2006-02-8352590	SENER MARGARET L	UNCOLLECTABLE	\$ 528.26
2006-02-8352603	MORALES DORA L	UNCOLLECTABLE	\$ 332.30
2006-02-8352611	LOPEZ JINHSO	UNCOLLECTABLE	\$ 422.62
2006-02-8352662	GARCIA MARCUS VINICIUS	UNCOLLECTABLE	\$ 361.20
2006-02-8352697	HOWARD EARNEST L	UNCOLLECTABLE	\$ 361.20
2006-02-8352701	JAQUEZ GUILLERMO	UNCOLLECTABLE	\$ 361.20
2006-02-8352760	RANDOLPH WENDELL L	UNCOLLECTABLE	\$ 361.20
2006-02-8352778	STERLING FELICIA	UNCOLLECTABLE	\$ 361.20
2006-02-8352824	BRAMANTE DENIS J	UNCOLLECTABLE	\$ 197.78
2006-02-8352841	CARPIO MARVIN OMAR	UNCOLLECTABLE	\$ 309.78
2006-02-8352883	DE SOUSA JOELMA FARIA	UNCOLLECTABLE	\$ 306.14
2006-02-8352891	DEAN ERIC M	UNCOLLECTABLE	\$ 1,157.66
2006-02-8352905	DUNCAN JUANITA	UNCOLLECTABLE	\$ 25.80
2006-02-8352930	KUCINSKIENE LORETA	UNCOLLECTABLE	\$ 702.54
2006-02-8352948	NICHOLAS LYNN C	UNCOLLECTABLE	\$ 119.22
2006-02-8352956	NICHOLAS LYNN C	UNCOLLECTABLE	\$ 577.92
2006-02-8352964	NICHOLAS LYNN C	UNCOLLECTABLE	\$ 186.96
2006-02-8352981	PERRY MYEISHA V	UNCOLLECTABLE	\$ 551.76
2006-02-8353006	TAYLOR LEAH DEBORA	UNCOLLECTABLE	\$ 141.80
2006-02-8353049	BATISTA ANTONIO C	UNCOLLECTABLE	\$ 174.28
2006-02-8353057	CASTELLANO RICHARD	UNCOLLECTABLE	\$ 121.00
2006-02-8353081	MCCULLOUGH RASHEEDA	UNCOLLECTABLE	\$ 778.38
2006-02-8353138	SILVA JAIRO	UNCOLLECTABLE	\$ 183.32
2006-02-8353154	TASSI CLAUDIA	UNCOLLECTABLE	\$ 893.96
2006-02-8353481	MARTIN KENNETH	UNCOLLECTABLE	\$ 361.20
2006-02-8353553	ALCIDE JACKSON	UNCOLLECTABLE	\$ 361.20
2006-02-8353588	ANTUNES FERNANDO	UNCOLLECTABLE	\$ 367.56
2006-02-8353596	ARNONE RALPH	BANKRUPTCY	\$ 25.80
2006-02-8353618	BARNES RAYNELL	UNCOLLECTABLE	\$ 177.02
2006-02-8353634	BRONFMAN WALLACE	UNCOLLECTABLE	\$ 1,825.86
2006-02-8353669	CASKIN EDWARD T	UNCOLLECTABLE	\$ 5.22
2006-02-8353685	CHESNEY MILDRED	UNCOLLECTABLE	\$ 101.14
2006-02-8353693	CRUZ RIODIN WALLYN	UNCOLLECTABLE	\$ 329.62
2006-02-8353715	DONASCIMENTO SANDRA M	UNCOLLECTABLE	\$ 297.10
2006-02-8353731	DOUPONA LAUREN E	UNCOLLECTABLE	\$ 153.52
2006-02-8353740	DOUPONA LAUREN E	UNCOLLECTABLE	\$ 593.28
2006-02-8353758	ELNAEEM MOHAMED E	UNCOLLECTABLE	\$ 116.50
2006-02-8353766	ELNAEEM MOHAMED E	UNCOLLECTABLE	\$ 798.28
2006-02-8353791	COLSON CHARLENE	UNCOLLECTABLE	\$ 361.20
2006-02-8353812	FLORES ESTHER	UNCOLLECTABLE	\$ 120.12
2006-02-8353898	GONCALVES GEIDIMILSON B	UNCOLLECTABLE	\$ 74.06
2006-02-8353936	HENRY CAMILLE A	UNCOLLECTABLE	\$ 737.76
2006-02-8353944	HERNADEZ JOSE S	UNCOLLECTABLE	\$ 256.48

Bill #	Name	Reason	Town Due
2006-02-8353987	LEAL HERBETY A	UNCOLLECTABLE	\$ 343.16
2006-02-8353995	LIMA ALEXANDER	UNCOLLECTABLE	\$ 116.50
2006-02-8354037	LOPEZ ERNESTO ARTURO	UNCOLLECTABLE	\$ 367.56
2006-02-8354061	MAYARD FALLIERE J	UNCOLLECTABLE	\$ 762.16
2006-02-8354100	MENDEZ MARIA LUISA	UNCOLLECTABLE	\$ 116.50
2006-02-8354151	MORA JESUS	UNCOLLECTABLE	\$ 490.38
2006-02-8354169	MORA JESUS	UNCOLLECTABLE	\$ 340.44
2006-02-8354177	MOREIRA FABIO R	UNCOLLECTABLE	\$ 144.48
2006-02-8354215	PARRISH MATRO I	UNCOLLECTABLE	\$ 702.54
2006-02-8354291	RODRIGO GIZELLE	UNCOLLECTABLE	\$ 143.62
2006-02-8354304	SANCHES JULIANO P	UNCOLLECTABLE	\$ 109.28
2006-02-8354321	SCHAFFER KISOOK	UNCOLLECTABLE	\$ 393.74
2006-02-8354339	SIMPSON PAULINE	UNCOLLECTABLE	\$ 110.18
2006-02-8354347	SMITH BRYAN C	DECEASED	\$ 228.48
2006-03-6261849	ARROYO DAVID	BANKRUPTCY	\$ 140.16
2006-03-6617457	ARNONE RALPH A OR	BANKRUPTCY	\$ 513.62
2006-03-7101998	MERCADO SANTIAGO	BANKRUPTCY	\$ 124.26
2006-03-7375907	ARNONE JOANNE OR	BANKRUPTCY	\$ 273.08
2006-03-7482754	MERCADO SANTIAGO	BANKRUPTCY	\$ 85.94
2006-03-7777746	COKE DIANNE	BANKRUPTCY	\$ 441.38
2006-03-7819899	HILL RONNIE A	DECEASED	\$ 317.12
2006-03-8142595	ARNONE RALPH A	BANKRUPTCY	\$ 312.08
2006-03-8208421	HOLLOWAY JENNIE	DECEASED	\$ 321.46
2006-03-8213093	JAMES PATRICIA A	BANKRUPTCY	\$ 99.70
2006-03-8240571	MODLA THOMAS A	BANKRUPTCY	\$ 259.32
2006-03-8240589	MODLA THOMAS A	BANKRUPTCY	\$ 477.50
2006-04-8036990	JAMES PATRICIA A	BANKRUPTCY	\$ 71.58
2006-04-8362170	ARNONE RALPH A	BANKRUPTCY	\$ 48.22
2006-04-8415095	GRAY CHRISTIE	BANKRUPTCY	\$ 23.82
2006-04-8452080	MODLA THOMAS A	BANKRUPTCY	\$ 653.79
2007-03-7777746	COKE DIANNE	BANKRUPTCY	\$ 404.12
2007-03-8138083	ALLEN WILLODENE F	BANKRUPTCY	\$ 273.82
2007-03-8208421	HOLLOWAY JENNIE	DECEASED	\$ 285.54
2007-03-8240589	MODLA THOMAS A	BANKRUPTCY	\$ 447.00
2007-03-8531702	ARNONE RALPH A	BANKRUPTCY	\$ 191.12
2007-03-8589859	GRAY CHRISTIE	BANKRUPTCY	\$ 71.77
2007-03-8589867	GRAY CHRISTIE M	BANKRUPTCY	\$ 101.42
2007-03-8621019	MARTINEZ ADALBERTO	BANKRUPTCY	\$ 142.76
2007-03-8629869	MODLA THOMAS A	BANKRUPTCY	\$ 673.26
2007-03-8672756	SANTIAGO DAWN M	BANKRUPTCY	\$ 467.01
2007-04-0087042	GRAY CHRISTIE M	BANKRUPTCY	\$ 73.60
2007-04-0087043	GRAY CHRISTIE M	BANKRUPTCY	\$ 370.77
2007-04-0093200	PATRON VIRGINIA S	DECEASED	\$ 66.42
2008-03-0053053	ARNONE RALPH A	BANKRUPTCY	\$ 400.18
2008-03-0062425	COKE DIANNE	BANKRUPTCY	\$ 306.44
2008-03-0076336	GRAY CHRISTIE	BANKRUPTCY	\$ 59.66
2008-03-0076337	GRAY CHRISTIE M	BANKRUPTCY	\$ 65.86
2008-03-0076338	GRAY CHRISTIE M	BANKRUPTCY	\$ 79.30
2008-03-0076339	GRAY CHRISTIE M	BANKRUPTCY	\$ 306.44
2008-03-0099223	PATRON VIRGINIA S	DECEASED	\$ 55.79
2008-03-0109539	SANTIAGO DAWN M	BANKRUPTCY	\$ 366.10

Bill #	Name	Reason	Town Due
2009-02-0045314	ARONE RALPH	BANKRUPTCY	\$ 743.26
2009-03-0003096	ARNONE RALPH A	BANKRUPTCY	\$ 146.28
2009-03-0026010	GRAY CHRISTIE M	BANKRUPTCY	\$ 65.41
2009-03-0026011	GRAY CHRISTIE M	BANKRUPTCY	\$ 265.20
2009-03-0048653	PATRON VIRGINIA S	DECEASED	\$ 57.08
2009-04-0080778	ARNONE RALPH A OR	BANKRUPTCY	\$ 380.70
2009-04-0095872	SILVA ANASTASIA P	BANKRUPTCY	\$ 455.34
2010-02-0045314	ARONE RALPH	BANKRUPTCY	\$ 743.26
2010-03-0014386	CRUZ LUIS M	BANKRUPTCY	\$ 163.72
2010-03-0039995	MCCOY NICHELLE I	BANKRUPTCY	\$ 21.48
2010-03-0040358	MCLEAIN LAWRENCE M	BANKRUPTCY	\$ 211.68
2010-03-0068668	VILLA ADRIANA M	BANKRUPTCY	\$ 59.26
2010-03-0068669	VILLA ADRIANA M	BANKRUPTCY	\$ 196.02
2010-04-0080781	ARNONE RALPH A OR	BANKRUPTCY	\$ 338.21
2010-04-0083683	CRUZ LUIS M	BANKRUPTCY	\$ 66.79
2011-02-0040348	ARONE RALPH	BANKRUPTCY	\$ 585.82
2011-03-0053194	ARNONE RALPH A OR	BANKRUPTCY	\$ 750.26
2011-03-0056649	BOSWELL BRENDA D	BANKRUPTCY	\$ 311.21
2011-03-0064151	CRUZ LUIS M	BANKRUPTCY	\$ 113.06
2011-03-0089439	MCCOY NICHELLE I	BANKRUPTCY	\$ 289.42
2011-03-0089797	MCLEAIN LAWRENCE M	BANKRUPTCY	\$ 212.96
2011-03-0089798	MCLEAIN LAWRENCE M	BANKRUPTCY	\$ 128.68
2011-03-0099702	PETTWAY NYESHA	BANKRUPTCY	\$ 349.02
2011-03-0106830	RUDOLPH RUTH M	BANKRUPTCY	\$ 254.06
2011-03-0117726	VILLA ADRIANA M	BANKRUPTCY	\$ 115.12
2011-03-0117727	VILLA ADRIANA M	BANKRUPTCY	\$ 387.68
2011-04-0097079	SANTIAGO EFRAIN	BANKRUPTCY	\$ 8.55
2012-02-0001226	ARONE RALPH	BANKRUPTCY	\$ 596.44
2012-03-0053332	ARNONE RALPH A OR	BANKRUPTCY	\$ 675.96
2012-03-0056794	BOSWELL BRENDA D	BANKRUPTCY	\$ 602.30
2012-03-0058728	BYRON CELESTE	DECEASED	\$ 115.10
2012-03-0061144	CHAPPELL CATANYA T	BANKRUPTCY	\$ 240.26
2012-03-0061511	CHILVERS JOCELYN E	DECEASED	\$ 172.45
2012-03-0065535	DAVIS GLORIA G	BANKRUPTCY	\$ 99.61
2012-03-0080788	JACKSON FRANK C	BANKRUPTCY	\$ 196.30
2012-03-0080789	JACKSON FRANK C	BANKRUPTCY	\$ 20.93
2012-03-0088581	MARONICH JOHN	BANKRUPTCY	\$ 253.49
2012-03-0090133	MCCOY NICHELLE	BANKRUPTCY	\$ 607.32
2012-03-0090493	MCLEAIN LAWRENCE M	BANKRUPTCY	\$ 197.98
2012-03-0090494	MCLEAIN LAWRENCE M	BANKRUPTCY	\$ 126.82
2012-03-0090495	MCLEAIN SASHA	BANKRUPTCY	\$ 305.54
2012-03-0091719	MESTRE EDGARDO	BANKRUPTCY	\$ 140.64
2012-03-0091720	MESTRE EDGARDO	BANKRUPTCY	\$ 204.26
2012-03-0100424	PETTWAY NYESHA	BANKRUPTCY	\$ 201.82
2012-03-0107632	RUDOLPH WALTER	BANKRUPTCY	\$ 9.43
2012-03-0108640	SANCHEZ ANNABEL	BANKRUPTCY	\$ 85.80
2012-03-0108641	SANCHEZ ANNABEL	BANKRUPTCY	\$ 211.80
2012-03-0108642	SANCHEZ ANNABEL	BANKRUPTCY	\$ 266.32
2012-03-0109169	SANTIAGO EFRAIN	BANKRUPTCY	\$ 98.36
2012-03-0109170	SANTIAGO EFRAIN	BANKRUPTCY	\$ 20.93
2012-03-0109171	SANTIAGO EFRAIN	BANKRUPTCY	\$ 20.93

Bill #	Name	Reason	Town Due
2012-03-0111860	SMITH WRIGHT JACQUELINE	BANKRUPTCY	\$ 104.22
2012-03-0112987	STATUM GEORGIA M	BANKRUPTCY	\$ 30.76
2012-04-0084249	DAVIS GLORIA G	BANKRUPTCY	\$ 5.86
2012-04-0088769	JACKSON FRANK C	BANKRUPTCY	\$ 58.18
2012-04-0091795	MESTRE EDGARDO	BANKRUPTCY	\$ 121.34
2012-04-0091796	MESTRE EDGARDO	BANKRUPTCY	\$ 119.08
2012-04-0091797	MESTRE EDGARDO	BANKRUPTCY	\$ 223.00
2012-04-0096758	SANCHEZ ANNABEL	BANKRUPTCY	\$ 251.30
2012-04-0096759	SANCHEZ ANNABEL	BANKRUPTCY	\$ 341.12
2012-04-0096949	SANTIAGO EFRAIN	BANKRUPTCY	\$ 177.84
2012-04-0096950	SANTIAGO EFRAIN	BANKRUPTCY	\$ 177.84
2013-03-0055222	BECKFORD BROWN DEATAN E	BANKRUPTCY	\$ 385.70
2013-03-0055223	BECKFORD BROWN DEATAN E	BANKRUPTCY	\$ 21.10
2013-03-0055249	BECKFORD-BROWN EUGENIE	BANKRUPTCY	\$ 172.38
2013-03-0061573	CHILVERS JOCELYN E	DECEASED	\$ 304.26
2013-03-0065684	DAVIS GLORIA G	BANKRUPTCY	\$ 106.34
2013-03-0071267	FEW GOOD MEN TRUCKING LL	DECEASED	\$ 355.32
2013-03-0072411	FOUNTAS GEORGE J	BANKRUPTCY	\$ 51.06
2013-03-0079508	HOLLOWAY JENNIE L	DECEASED	\$ 637.20
2013-03-0093688	MOORE HELY U	DECEASED	\$ 96.63
2013-03-0098575	OTT TIMOTHY DAVID OR	BANKRUPTCY	\$ 167.10
2013-03-0098579	OTT WENDY LOREEN	BANKRUPTCY	\$ 343.50
2013-03-0100989	PETERSON DAWUD M	BANKRUPTCY	\$ 112.67
2013-03-0109631	SANCHEZ ANNABEL	BANKRUPTCY	\$ 661.66
2013-03-0109632	SANCHEZ ANNABEL	BANKRUPTCY	\$ 79.75
2013-03-0109633	SANCHEZ ANNABEL	BANKRUPTCY	\$ 513.98
2013-03-0110160	SANTIAGO EFRAIN	BANKRUPTCY	\$ 21.10
2013-03-0110161	SANTIAGO EFRAIN	BANKRUPTCY	\$ 21.10
Total			\$ 208,876.02

# BOARD OF EDUCATION

City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut 06604

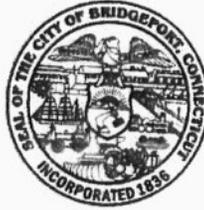
FRANCES M. RABINOWITZ  
Superintendent of Schools

## MEMBERS OF THE BOARD

DAVID P. HENNESSEY  
Chairperson

JOE LARCHEVEQUE  
Vice-Chairperson

HERNAN ILLINGWORTH  
Secretary



"Changing Futures and Achieving Excellence Together"

## MEMBERS OF THE BOARD cont.

SAUDA EFIA BARAKA

JACQUELINE KELLEHER

KENNETH MOALES, JR.

ANDRE F. BAKER, JR

HOWARD GARDNER

KADISHA COATES

COMM. #97-14 Ref'd to Education & Social Services Committee  
on 5/18/2015

To the City Council of the City of Bridgeport, Education and Social Service Committee and City Clerk's Office

Please accept and log-in the application for the School Readiness Grant. The grant is funded by the State of Connecticut, Office of Early Childhood. The grant will provide preschool spaces for children that are three and four years old and reside in Bridgeport. The grant will service 1,688 children in full day, school day, part day and extended day spaces in fifteen sub-grantee programs inclusive of both Bridgeport Public Schools and Community Early Education Centers. The request for funding is \$12,904,787.00

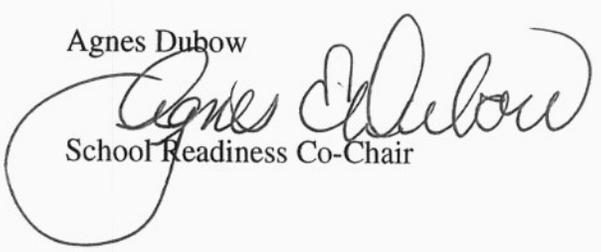
Respectfully submitted by,

Amy Marshall

School Readiness Co-Chair

AND

Agnes Dubow

  
School Readiness Co-Chair

Sent on behalf of the School Readiness Council

CC Amy Marshall, Co-Chair, School Readiness Council  
Agnes Dubow, Co-Chair, School Readiness Council  
Nadira Clarke, Director Grants Development and Management  
Marlene Siegel, Chief Financial Officer, Bridgeport Public Schools  
Lee Helmerich, School Readiness Coordinator

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 13 PM 4:20  
ATTEST  
CITY CLERK

# BOARD OF EDUCATION

City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut 06604

FRANCES M. RABINOWITZ  
Superintendent of Schools

## MEMBERS OF THE BOARD

DAVID P. HENNESSEY  
Chairperson

JOE LARCHEVEQUE  
Vice-Chairperson

HERNAN ILLINGWORTH  
Secretary



"Changing Futures and Achieving Excellence Together"

## MEMBERS OF THE BOARD cont.

SAUDA EFIA  
BARAKA

JACQUELINE  
KELLEHER

KENNETH  
MOALES, JR.

ANDRE F. BAKER,  
JR

HOWARD  
GARDNER

KADISHA COATES

To the City Council of the City of Bridgeport, City Council Education and Social Service Committee and City Clerk

**WHEREAS**, this Funding has been made possible through the State of Connecticut, School Readiness Office, Office of Early Childhood and

**WHEREAS**, funds under this grant will provide 1112 full day/full year preschool spaces ( 10 hours per day/50 weeks of the year), 360 school day/school year spaces ( 6 hours per day/ 180 days of the year) , 73 part day/part year spaces ( 2.5 hours per day/ 180 days of the year) and 143 extended day spaces ( for Head Start students attending a preschool program 7:30-5:30 12 months a year), for a total of 1,688 preschool spaces for children ages three and four years old who reside in Bridgeport.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, School Readiness Council, to provide 1,721 preschool spaces , at fifteen public school and community programs; Now, therefore be it

## RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application for School readiness funding
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute the file such contract with Housatonic Community college and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.
3. That it is hereby authorized, directs and empowers the mayor or his designee to execute and file such grant application and contract with Housatonic Community College and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

Sent on behalf of the School Readiness Council

CC: Amy Marshall, Co-Chair, School Readiness Council  
Agnes Dubow, Co-Chair, School Readiness Council  
Nadira Clarke, Bridgeport Public School Grants Department  
Marlene Siegel, Chief Financial Officer, Bridgeport Public Schools  
Lee Helmerich, School Readiness Coordinator

# Bridgeport School Readiness

Grant 2015-2016

## Narrative

### **Purpose of the Grant:**

A state-funded initiative (jointly funded by the Connecticut Departments of Education and Social Services and administered by the Department of Education) that develops a network of school readiness programs to:

- Significantly increase the number of spaces in accredited and/or approved programs for young children to provide access to high-quality school readiness programs;
- Significantly increase the number of full-day, full-year spaces to meet family needs; and
- Share cost for school readiness and child-care programs among the state and its various agencies, the communities and families

The legislation has identified specific requirements for school readiness programs as part of the continuum of services in quality programs that meet the needs of children and families. These indicators include:

A plan for collaboration with other community programs and services, including public libraries and for coordination of resources in order to facilitate full-day and year-round child-care and education programs for children of working parents and parents in education or training programs;

There are ten Quality Components that are required by Connecticut Legislation:

- Parent involvement, parenting education and outreach; Referrals for health service, including referrals for appropriate immunizations and screenings
- Nutrition services
- Referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
- Admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities

- A plan of transition for participating children from the school readiness program to kindergarten and provide for the transfer of records from the program to the kindergarten program
- A plan for professional development for staff
- A sliding fee scale for families participating in the program
- An annual evaluation of the effectiveness of the program; and
- A plan to ensure that children with disabilities are integrated into programs with children who are not disabled

**Individuals Served Under the Grant:**

The School Readiness Grant provides services to children three and four years of age that reside in Bridgeport. School Readiness currently provides 1,112 full day/full year slots, 360 school day/school year slots, 73 part-day/part-year and 143 extended day slots. There are fifteen organizations providing services to School Readiness, both Board of Education Preschools and Community Early Care and Education Providers

**Amount of Funding Provided: \$ 12,904,787.00**



City of Bridgeport, Connecticut

# BOARD OF EDUCATION – GRANTS OFFICE

City Hall • 45 Lyon Terrace • Bridgeport, Connecticut 06604 • Phone (203) 275-1065

## Mayor's Signature Request Form

Signature Type Needed	<input type="checkbox"/> Stamped	<input checked="" type="checkbox"/> Original	<input checked="" type="checkbox"/> Notarized	<input checked="" type="checkbox"/> Blue Ink ONLY
Date Signature Needed By	June 1, 2015			

### Requestor Information

Contact	Lee Helmerich	Phone	(203) 275-1265
---------	---------------	-------	----------------

### Document Type

- |   |  |
|---|--|
| <input type="checkbox"/> Grant   Letter of Support                        | <input type="checkbox"/> Grant   Closeout                          |
| <input checked="" type="checkbox"/> Grant   Application                   | <input type="checkbox"/> Grant   MOA - Memorandum of Agreement     |
| <input checked="" type="checkbox"/> Grant   Acceptance/Agreement/Contract | <input type="checkbox"/> Grant   MOU - Memorandum of Understanding |
| <input type="checkbox"/> Grant   Sub-contract funded by grant             | <input type="checkbox"/> Grant   Other _____                       |

### Background Information

Grant Program (Full Title)	School Readiness and Quality Enhancement
Funding Entity	State of Connecticut, Office of Early Childhood

Overseeing Department	School Readiness Council
Internal Project Name	School Readiness
Purpose/Scope of Grant Project	Preschool spaces for 1,721 children ages three and four years old.
Project/Service Carried Out By	<input checked="" type="checkbox"/> Board of Education/Bridgeport Public Schools <input type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Consultant/Organization(s):

Award Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only
Amount	<input type="checkbox"/> N/A <input type="checkbox"/> Requested: \$12,904,787.00 <input type="checkbox"/> Awarded:
Match Amount	<input type="checkbox"/> N/A <input type="checkbox"/> Cash: \$ <input type="checkbox"/>
Match Source(s) (Account Line/Project/Staff/Entity)	<input type="checkbox"/> N/A

### Project Execution



City of Bridgeport, Connecticut

# BOARD OF EDUCATION – GRANTS OFFICE

City Hall • 45 Lyon Terrace • Bridgeport, Connecticut 06604 • Phone (203) 275-1065

## Mayor's Signature Request Form

government related entity to apply for this grant e.g. profit, for-profit, other?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes AND we are carrying out the project, are there other entities in Bridgeport that have the capacity to better fulfill the requirements of the grant i.e. otherwise provide the service(s) or carry out the project(s)?	<input type="checkbox"/> N/A <input type="checkbox"/> None Known <input type="checkbox"/> Yes <input type="checkbox"/> No
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**SECTION II**

**SCHOOL READINESS GRANT PROGRAM**

Priority School Readiness Municipalities  
(A Non-Competitive State Grant Program)

*This grant is supported by the Connecticut Office of Early Childhood*

**GRANT PERIOD**

**July 1, 2015 to June 30, 2016**

**GRANT COVER PAGE**

*To Be Completed and Submitted with the Grant Application*

<u>APPLICANT AGENCY:</u> (Name, Address, Telephone, Fax) <b>Bridgeport School Readiness</b> <b>Bridgeport City Hall , Room 327</b> <b>45 Lyon Terrace</b> <b>Bridgeport, CT 06604</b>	<u>LOCAL PROGRAM TITLE:</u>  Bridgeport School Readiness <u>PROGRAM FUNDING DATES:</u> <b>From July 1, 2015 to June 30, 2016</b>
<u>AGENCY CONTACT PERSON:</u> (Name, Address, Telephone, Email, Fax) <b>Amy Marshall, Co-Chair</b> <b>City Hall, Room 307</b> <b>45 Lyon Terrace, Bridgeport, CT 06604</b> Phone: 203-275-1036 Fax: 203-275-0157	<u>ESTIMATED FUNDING:</u>  <b>School Readiness \$12,769,936</b> <b>Quality Enhancement \$134,851</b>  <b>Total: \$12,904,787</b>

We, Bill Finch and Frances M. Rabinowitz, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

**Signature: (Chief Elected Official)**

Name: (typed)

Agency:

Bill Finch

City of Bridgeport

Title: Mayor

Date: May 11, 2015

**Signature: (Superintendent)**

Name: (typed)

Agency:

Frances M. Rabinowitz

Bridgeport Public Schools

Title: Superintendent

Date: May 11, 2015

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**PRIORITY SCHOOL READINESS**

**SCHOOL READINESS COUNCIL**

1. Identify the Chairperson or Co-Chairs of the municipality's School Readiness Council for the School Readiness Grant Program in **FY 2016 and FY 2017**

Chairperson

or Co-Chair: Amy Marshall Affiliation: Bridgeport Public Schools

Address: Bridgeport City Hall, Room 307  
45 Lyon Terrace, Room

City, State: Bridgeport, CT Zip Code: 06604

Telephone: 203-275-1036 Fax: 203-337-0157

Co-Chair: Agnes Dubow Affiliation: Family Resource Center

Address: Cesar Batalla School, Family Resource  
Center  
606 Howard Ave.

City, State: Bridgeport, CT Zip Code: 06605

Telephone: 203-579-8526 Fax: 203-579-8528

**2. School Readiness Council Members FY 2016 and FY 2017**

Council members shall be representative of the community and include the Chief Elected Official or designee, the Superintendent of Schools or designee, parents, representatives from local programs associated with young children such as Family Resource Centers, non-profit and for-profit preschool programs and Head Start, a public librarian, and other local community organizations that provide services to young children.

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Telephone/Fax</u></b>	<b><u>Role/Affiliation</u></b>
Agnes Dubow	606 Howard Ave.	203-579-8526/203-579-8528	Mayor/Designee
Amy Marshall	45 Lyon Terrace.	203-275-1036/203337-0157	Superintendent/Designee
Nancy Sweeney	1230 Stratford Ave.	203-576-7400	Public Librarian
Yolanda Stinson		203-391-1993	Parent(s)
Alice Malachowski	1470 Barnum Ave. Suite 303	203-384-3081/203/3323219	Health Care Provider
			Others (please name role)

	<b>Name/Voting Members</b>	<b>Representation Category</b>
1	Agnes Dubow, Co-Chair	Mayor's Designee
2	Amy Marshall, Co-Chair	Superintendent's Designee
3	Tina Peloso- Ulreich	Bridgeport Public Schools
4	June Malone	B.A.Y.C
5	Sweeney, Nancy	Library - Children's Librarian
6	Higgins, Sheree	Provider Network - Precious Memories , LLC
7	Moales-Byrd, Kenya	Provider Network - Kingdom's Little Ones Daycare
8	Page, Linda	Provider Network – Cooperative Educational Services (CES)
9	Lamberti, Jill	Local program – Hall Neighborhood House (CATC)
10	Szobota, Heidi	Local program – Housatonic Community College Lab School
11	Thelma Peeples	Local program – ABCD Head Start
12	Shelley Tomy	Local program - Housatonic Community College
13	Cathy Decesare	Community Agency-United Way of Coastal Fairfield County
14	Alice Malachowski	Child First
15	Jackson, Fred	Community Agency - Bridgeport Alliance for Young Children/Member Ct Alliance of Young Children
16	Dunphy, Noraleen	Community Agency - Child Guidance/Nurturing Families Network
17	Nilda Aponte	Community Agency – All Our Kin
18	Munigle-Kunsch, Margaret	Community Agency - Dept. of Children and Families
19	Norgren, Jane	Community Agency - Bridgeport Child Advocacy Coalition
20	Sharma, Poonam	Community Agency-Dept. Social Services
21	Vasquez, Evalis	Parent

- Applicants must describe how the School Readiness Council participated in the writing of the grant application and what the ongoing role of the Council will be in carrying out the goals and objectives of the grant.

The School Readiness Council is part of the Bridgeport Alliance for Young Children (B.A.Y.C.) Work Group 3, Early Childhood and School Readiness. The Council meets monthly to discuss a variety of School Readiness components including space usage, monitoring and state and local actions as they apply to School Readiness. B.A.Y.C. is a voting member of the Connecticut Early Childhood Alliance. The Council members update the group on any new information from their specific domain: Department of Social Service, (D.S.S.) Department of Children and Families (D.C.F.), Connecticut Alliance for Young Children (C.A.Y.C.), Providers' Network, Board of Education, and the Mayor's Office. In addition, the School Readiness Coordinator provides updates from the Office of Early Childhood. These updates allow the Council to be proactive in adapting or changing policies to meet new mandates. It also provides a base of information to apply to grant decisions. The Council members read and score the School Readiness grants. Members of the Council visit new applicant space, to assure that it is appropriate for young children. Because of the continuous work at School Readiness meetings, the Council is able to provide a clear road map and expectations for the School Readiness Grant application.

# Bridgeport School Readiness Council

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Bylaws, Policies and  
Operating Guidelines

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Restated March, 2015

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**Appendix**

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**Bridgeport School Readiness Council**

**BYLAWS**

**1. Name of Organization**

The name of the organization shall be the Bridgeport School Readiness Council, hereafter referred to as "the Council." The Council is created in response to the requirements of Public Act 97-259, and Act Concerning School Readiness and Child Day Care, and is vested with all the rights and responsibilities of the Council as enumerated therein.

**2. Purpose**

- The Council shall *integrate its activities through partnership with the Bridgeport Alliance for Young Children by engaging* all sectors of the community in promoting high quality early care and education programs so that all children in Bridgeport enter school ready to succeed.
- The Council shall increase the number and the quality of early care and education spaces for three and four year old children in the city of Bridgeport as designated by Public Act 97-259.
- The Council shall make recommendations to the Mayor and the Superintendent of Schools on issues relating to School Readiness, including any applications for grants under the School Readiness program and the Quality Enhancement program.
- The Council shall recommend criteria for funding proposals that include all legislated and state requirements with additional local standards as determined annually.
- The Council shall identify existing and prospective resources, and shall facilitate the coordination of the delivery of services to children, age birth to five, and their families.
- The Council shall exchange information with other Councils, the Bridgeport community, and other organizations to benefit children, age birth to five, and their families.
- The Council shall make recommendations concerning transition from early care and education programs to kindergarten.
- The Council shall foster relationships among providers of services to children and families.
- The Council shall cooperate with the Office of Early Childhood (OEC) in any program evaluation, and use measures developed under the statewide evaluation of the effectiveness of local School Readiness programs.
- The Council shall identify and coordinate training, support, and resources for the professional development of all staff in early care and education programs, including family child-care and kith and kin providers.
- The Council shall actively encourage the participation of the public in the work of the Council.

### 3. Goals

- To provide direction for the School Readiness and Child Care Grant program
- To develop, implement and regularly review the comprehensive strategic plan
- To increase community awareness and support of School Readiness and child care needs

### 4. Membership

The Bridgeport School Readiness Council (the Council) shall be comprised of representatives from school and community organizations, parents and others interested in the welfare of children. The following membership positions are required:

- The Mayor, or his designee
- The Superintendent of Schools or her designee
- Parents
- Representative of the local public library
- Elected liaison(s) from the Bridgeport Provider Network (representing programs receiving School Readiness funding; not to exceed three representatives)
- Representatives of local programs such as Head Start, Family Resource Centers, non-profit and for-profit childcare centers, group day care homes, pre-kindergarten and nursery school, and Family Day Care homes
- Representatives from community agencies that provide services to children

Additional membership may include community representatives, business persons, clergy or other representatives of the faith community, and others recommended by the Council.

Appointment to the Council shall be effective for four (4) years and coincide with the first day of a school fiscal year following a mayoral election. Reappointment may be recommended by the Council at the end of a four year term.

All vacancies, as they occur, will be filled on recommendation of the Council to the Mayor and Superintendent of Schools. Official invitation from the Mayor and Superintendent will be forwarded by letter.

All members are expected to attend Council meetings regularly. After three (3) consecutive, unexcused absences the member will be contacted to determine future interest and participation.

A quorum shall consist of forty percent of Council members. Only officially appointed members shall vote at Council meetings.

If any member of the Council has a Conflicting Interest in any transaction effected or proposed by the Council, such member shall make the required disclosure and either (a) abstain from voting, (b) remove selves from discussion, or (c) submit their resignation to the Co-Chairs of the Council.

**5. Officers**

The Council shall have Co-Chairpersons, designated by the Mayor and/or Superintendent. One Co-Chairperson will represent Bridgeport Public Schools and one representing the Mayor.

The Co-Chairpersons shall preside at Council meetings, act as official spokespersons for the Council and act as a liaison between the Council and officials, as well as other agencies of Bridgeport.

The Co-Chairpersons (or, at their discretion, the executive Committee) shall have the authority to act on the Council's behalf to assure timely response to the requirements and business of the School Readiness Grant between Council meetings. Decisions and/or actions of the Co-Chairs will be conveyed to the Council at the next regularly scheduled Council meeting, by mail, phone, or other means of timely communication.

Quality Enhancement funds will be used in accordance with the grant proposal and its latitudes as approved by the Council.

**6. Meetings**

A schedule of Council meetings shall be developed, approved, and distributed to all Council members each year at the end of the June meeting.

Council meetings may be rescheduled with a twenty-four (24) hour notice.

Special meetings of the Council may be called by the Co-Chairs.

Minutes of the Council meetings shall be distributed to all members and other people as designated by the chairpersons.

**7. Committees**

Subcommittees advance a broad range of topics relating to School Readiness and child care, and support and enhance the work of the Council. Standing committees and ad hoc committees may be created as determined by the Council.

Standing Committees shall include:

1. *Executive Committee*: comprised of the Co-Chairs and three members of the Council. The School Readiness Coordinator(s) shall act in an advisory capacity to the Executive Committee. This committee meets as needed and reports to the Council any decisions that are made.

Decisions are made by majority vote, excluding School Readiness Coordinator(s)

2. *Grants Review Committee*: comprised of Council members. Members of the Grants Review Committee may not have a conflict of interest with any program applying for School Readiness funds and may not be a School Readiness provider. A Grants Review Committee is established in March of each year. Grant readers shall sign an agreement of confidentiality.

3. *The Bridgeport Provider Network (BPN)* is a standing committee of the Council. The BPN shall consist of representatives elected by each of the funded School Readiness providers in Bridgeport. This is the vehicle through which information is shared. BPN meets monthly to discuss topics and regulations related to School Readiness and child care.

8. **Amendment of the Bylaws**

Amendments to the bylaws must be submitted in writing at least two weeks prior to a Council meeting. Discussion of such amendment(s) must be on the Agenda and discussed at that meeting. Upon notification to the membership, a vote will be taken at the following Council meeting.

## **Policies and Operating Guidelines**

### **1. Loss of funding and/or Reduction of slots**

The Bridgeport Council has voted that in the necessary event of a reduction in School Readiness funding, the following process shall be used:

- a. Programs with ten (10) or fewer slots will not be reduced
- b. Programs with more than ten (10) slots will receive a reduction based on a percentage that will be determined by total loss of funding. This percentage will be distributed evenly across all programs with ten (10) or more slots.
- c. Programs are required to submit a variety of reports throughout the year. A schedule of submission dates will be posted at the beginning of each school fiscal year and Programs are expected to adhere to the schedule. The School Readiness Coordinator will maintain a record of compliance with the submission schedule for: the School Readiness Grant, budget, quarterly budget reports, CSRPPES (Connecticut School Readiness Preschool Program Evaluation System), monthly reports, invoices and other reports as necessary to meet state and local requirements.

The School Readiness Council may consider the failure to comply with the schedule of submission dates when determining reductions or loss of funds. Continued and consistent failure to submit documents on schedule will be considered by the Council when determining a Program's continuation in School Readiness. Late submission of the School Readiness Grant may cause the loss of points in grant scoring and/or loss of funding.

### **2. Purchase of Slots**

In meeting the need for diversity, the Council has determined that slots may be purchased from programs in the surrounding suburban communities. In order to be eligible for purchase of slots the program MUST have and maintain National Association for the Education of Young Children (NAEYC) accreditation.

### **3. Providers Network**

The Bridgeport Provider's Network will be a permanent subcommittee of the Council. It will be facilitated by the School Readiness Coordinator(s) and provide support and technical assistance in the implementations of the School Readiness regulations and legislated requirements.

### **4. Contracts**

All sub grantees of the Bridgeport School Readiness grant will receive a contract from the City that specifically spells out the obligations of the grant holder, including a process for termination and submission of yearly audits.

**5. Monthly and Quarterly Reports**

All sub-grantees MUST submit the required Monthly and Quarterly Reports from the Office of Early Childhood (OEC). Failure to do so may lead to loss of reimbursement for funds on those months not reported. Continued failure to provide monthly or quarterly reports may lead to loss of School Readiness funds. Monthly reports are due the last Friday of each month, or as indicated by OEC or the School Readiness Coordinator(s). Quarterly reports are due on the 15<sup>th</sup> of October, January, April and July.

**6. Proration**

Proration is calculated by the amount approved by the Connecticut Legislature times the number of children enrolled and the number of months of service. Programs that are in operation for less than twelve (12) months of the school fiscal year will be prorated.

The Council voted and agreed that a maximum of \$10 can be charged to reserve a child's space in the School Readiness Program. This fee of \$10 must be either applied to the parent share or refunded if the parent does not pay a parent share when the child enters the program. No family should be denied entrance to the program if they do not have the \$10 fee. Further, programs may not charge School Readiness families for any additional fees (monies) for field trips, activities, tee shirts, etc. Such items must be part of the program's annual budget.

**7. Recapturing Funds**

Programs may be issued start-up funds and/or minor renovation money to start a School Readiness classroom(s), if such funding is identified and offered by the Office of Early Childhood. In the event that a program cannot complete the project and/or provide the services agreed upon, the start-up funds and/or minor renovation money must be returned to the State.

**8. Grant Application**

All sub-grantees must submit a Request for Proposal (RFP) for each year they intend to provide School Readiness slots.

The Council will provide the mechanism needed to assure that local RFPs are read, recommended for funding or not recommended for funding. Programs not recommended for funding may:

- a. Request review of their grant and site
- b. Make amendments to their proposal for reconsideration
- c. Resubmit their proposal if and only if there are still slots available after all recommended programs have received their allocated slots.

**9. Child Eligibility**

School Readiness programs are open to all children, ages three and four, who reside in Bridgeport.

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## 10. Fees and Subsidies

The parents of full time, school day and extended day School Readiness children will be charged a fee based on the sliding fee scale in accordance with the current School Readiness Income Guidelines

Sub-grantees must document collection and expenditures of parent fees and submit a Quarterly report expenditures report.

## 11. Professional Development

Each staff member must have a professional development plan that is in alignment with the Department of Public Health (DPH) licensing standards, Office of Early Childhood (OEC) and NAEYC requirements.

All staff will have annual training in:

- a. Caring for children with special needs
- b. OSHA Universal Precautions
- c. Well child care (twice per year)
- d. Food safety, nutrition and sanitation standards
- e. Child development, curriculum and/or other topics directly related to early childhood (twice per year)
- f. Training in special diets and allergies to meet the feeding needs of children in the classroom
- g. Racial, ethnic and linguistic diversity
- h. Early literacy and language development
- i. Use in Early Learning and Development Standards (ELDS)

Administrators must have annual training in best business practices, supervision and/or topics directly related to early childhood practices.

## 12. Attendance and Slot Definitions

Sub-grantees shall develop a procedure for assuring regular attendance. All full time children attend the program a minimum of six (6) hours each day, five (5) days per week, fifty (50) weeks per year. If parents of full time children are not working, the program may designate a six hour of time for attendance. The program must allow parent to attend on hours outside of the designated six hours for job interviews and other important appointments. School Day, Part Day and Extended Day programs are expected to assure regular attendance for all days and hours of the program.

### 13. Utilization

Every effort will be made to maintain full utilization of all School Readiness slots. If an allocated School Readiness slot remains unfilled for two (2) months, the Council has the right to recapture and re-distribute the slot to another School Readiness program. The School Readiness Coordinator(s) will notify the program of intent to re-locate slots to a program with a waiting list. Re-located slots may not be used to supplant slots with other funding

### 14. School Readiness Site Visits and Monitoring

#### *Policy:*

Programs must comply with the current DPH and OEC guidelines for Addressing Issues of Non-Compliance with Child Care Licensing regulations. The highest level of regulation will prevail.

The NAEYC Code of Ethical Conduct is to be used as the standard for guiding all decisions regarding relationships between the SR Coordinator(s) and SR programs. In accordance with OEC, the Coordinators monitor sub-grantees annually using the Connecticut School Readiness Preschool Program Evaluation System (CSRPPES)

#### *Process and Procedure:*

1. Every classroom shall be monitored consistently and on regular basis via a minimum of one annual monitoring visit by the School Readiness Coordinator or his/her designee.
2. A log of all visits pertaining to program monitoring shall be kept by the SR Coordinator(s) and a report made to the SR Council at regularly scheduled meetings.
3. When the SR Coordinator(s) or his/her designee conducts a site visit, licensing and/or non-compliance issues are addressed with the person in authority at the program site.
4. Identified licensing and/or non-compliance issue(s) must be documented by the SR Coordinator(s). This documentation must be shared with the program director, the site director, and the SRC Co-Chairs.
5. Identified licensing and/or non-compliance issue(s) require a corrective plan of action and a mutually agreed upon date for a second visit.
6. When the identified licensing and/or non-compliance issue(s) have not been corrected by the date of the second visit, the SR Coordinator will inform the SRC.

*(Refer to 25. Infractions of Policies)*

### 15. Complaints

In the event that any complaint is filed with the Department of Public Health, the Department of Children and Families, or any other police or investigative agency concerning an alleged act at the site:

- a. The Provider shall notify the SR Council of the details of the complaint within twenty-four (24) hours. The 24 hour rule applies to and is mandated by Department of Public Health (DPH) and NAEYC. Such notification shall include the date and time of the alleged act, the nature of the complaint, the results of any investigation by Provider personnel, and any action taken by the Provider to correct the situation.
- b. The Provider shall make the Council aware of any findings made by the investigating agency.
- c. This requirement shall apply to acts affecting any child (School Readiness or non-School Readiness) receiving care at the site.

If the non-compliance issue relates to suspected child abuse or neglect, it is the responsibility of the coordinator to report this directly to the Department of Children and Families (Connecticut General Statute 17a-101) and to the Department of Public Health (Connecticut General Statute 17a-101b).

**16. Administrative Cap**

Administrative costs for School Readiness programs shall not exceed twenty percent (20%) of the total School Readiness allocation. Administrative costs may include, but are not limited to, the total of all expenditures listed in the budget under the following lines:

111A Non-Instructional, paid to administrative employees not involved in direct service. Includes Clerical  
200 Personal Services – Employee benefits (if inclusive of administrative benefits)

**17. Hours of Operation**

Sub-grantees will provide services as defined by Office of Early Childhood/Department of Social Services. (see *School Readiness Program Operations*)

**18. Review and Selection of Sub Grantees**

*Policy:*

The Council solicits responses to a Request For Proposals (RFP) from all early childhood providers within Bridgeport whenever funding for increasing capacity is available. All center-based providers are eligible to submit proposals on or before the deadline date set by the Council.

*Process and procedures:*

a. Members of the Council shall volunteer to participate on the Grants Review Committee (GRC). The GRC is convened to read all RFPs, score and recommend applications for funding.

b. Ideally, the GRC would include the following representation: Mayor's designee, Superintendent's designee, parents, agency representatives, program representatives, Department of Social Services representative. Program representatives may not read grants.

c. Reviewers are required to sign a Statement of Confidentiality and Statement Regarding Possible or No Conflict of Interest.

d. The Council will establish a timeline for distribution and return of the RFP application. Bridgeport will utilize the RFP format provided by the Office of Early Childhood. Additional or modifications of the RFP format may be made by the GRC, with the consent of the Council Co-Chairs. No RFP received after the deadline for submission will be considered for funding.

- e. The GRC convenes to read the RFPs. Each RFP is read and rated by a minimum of two (2) committee members.
- f. Each RFP is read using the "Local RFP Review Form" (see attached). Scoring criteria may be revised by the GRC prior to each round of RFP applications.
- g. Reviewers identify issues to be addressed and modifications required, if any, on RFPs recommended for funding. Agencies are notified of the recommendation and issues needed to be addressed. A meeting is held with representatives of the applicant agency and representatives of the Council. Upon resolution of the issues, the RFP is recommended for funding to the Council.
- h. The Council will review the recommendations for funding from the GRC. Distribution of the allocation of School Readiness funds will be determined by the SRC as follows:
- NAEYC Accreditation and compliance with the current DPH and OEC guidelines
  - Good standing under Connecticut School Readiness Preschool Program Evaluation System (CSRPPES)
  - RFP Score
  - Community need as defined by the percentage of slot type across programs

The continuation, reduction, or expansion of slots will be based upon allocation of School Readiness funds to the community.

Upon approval of the Council the recommendations for distribution of School Readiness funds shall be forwarded to the Mayor and Superintendent for submission to the Office of Early Childhood. Final determination of programs receiving funding is made with Office of Early Childhood agreement and allocation of funds from the State Legislature.

- i. Agencies submitting an RFP not recommended for funding will be notified following the review process. A meeting is held with representatives of the applicant agency and representatives of the Council to review the cause for rejection.

### **19. School Readiness Staffing**

School Readiness Programs must comply with current DPH licensing, OEC and NAEYC standards. All Programs must register with Connecticut Charters-a-Course. There must be someone onsite at all times with a current pediatric CPR and First Aid Certificate

### **20. School Readiness Staffing**

School Readiness Programs must comply with current DPH licensing, OEC and NAEYC standards. All Programs must register with Connecticut Charters-a-Course. There must be someone onsite at all times with a current pediatric CPR and First Aid Certificate

### **21. School Readiness Weeks of Service**

The Connecticut State Legislature clearly defines full year childcare as comprising of fifty (50) weeks of service per year. The Council recognizes and agrees with this definition. The Council sees the benefit of providing available weeks to child care centers for the purposes of professional development, program improvement, cleaning, repairing and improvement of facilities and needed respite time for children and staff.

The Office of Early Childhood has expressed concern that families may not be able to find alternate care for their child when centers are closed, especially families new to the workforce with little or no available vacation time. Due to the Office of Early Childhood's demand, the Council has created the following guideline for providing fifty-two (52) weeks of School Readiness service:

*All programs will provide School Readiness families and the School Readiness Council with a one-year complete calendar listing any and all holidays and closed periods. These time periods will be clearly defined and articulated to families.*

Transition to kindergarten and elementary school needs to include the family's ability to have alternate child care services. In support of transitions, families will first and foremost be urged to create alternate child care systems. These systems will be critical when children move to the schools and families must learn to navigate half-day schedules, early dismissals, snow days, regularly scheduled vacations and sick days. Programs are urged to offer support in helping families define and create alternate care systems. In the event that alternate care systems fail or breakdown while a family is participating in School Readiness and the program she/he is using is closed, the following plan will be put into action:

- a. Parents must be informed of scheduled program closings during the registration process. Programs will document that parents have signed their form indicating whether or not the parents need alternate care.
- b. Should parents need alternate care, the program that is closed will call one of the providers that is open (being sensitive to location) and make arrangements for that family to utilize the alternate site for the closed period.
- c. The program that is closed and the program that is providing alternate service will agree upon appropriate payment for such service.

Programs have agreed to this policy through a letter of agreement regarding working collaboratively to create an alternate system of care for Bridgeport School Readiness families.

## 21. Accreditation and Program Evaluation

All Bridgeport programs receiving School Readiness funds will meet the requirements of Connecticut General Statute, Section 10-16p. School Readiness providers must submit to the Council evidence that they meet the accreditation approval standard through one of the following processes:

- a. Accreditation by the National Association for the Education of Young Children (NAEYC), or
- b. Approval through the Head Start Review Instrument with resolution of compliance issues through the action plan.

Programs will submit annual documentation of accreditation/approval as required in Section 3: Continuous Quality Improvement Plan for Program Classroom in the Office of Early Childhood, Connecticut School Readiness Preschool Program Evaluation System (CSRPPES).

CSRPPES requirements must be completed annually.

Programs must achieve accreditation/approval status by the end of the third year of acceptance of School Readiness funding or they are no longer eligible to receive funding. If the program does not apply for accreditation, it is not eligible for continued funding. They must become accredited before reapplying to School Readiness. Programs must maintain accreditation thereafter.

Programs that are not renewed by NAEYC will have slots immediately frozen upon non-renewal. *Frozen shall be defined as the number of spaces currently being utilized and new children must not be enrolled.* Accreditation must occur by the end of the school fiscal year (June 30) or the program is no longer eligible for funding beyond that school fiscal year.

The Council has the right to recapture vacant slots and distribute them to other School Readiness programs.

When an accredited or non- accredited program applies to NAEYC accreditation and receives a NAEYC letter of deferral, the following shall occur:

- The Applicant/Program Director shall immediately advise the School Readiness Coordinator;
- The School Readiness Coordinator shall expeditiously call a meeting of the following persons:
  - School Readiness Council Co-Chair(s)
  - Applicant/Program Director
  - NAEYC representative
  - Executive Director, Chief Operating Officer, or other person with decision-making powers, in the event that the Applicant/Program Director is part of a larger agency or community or faith-based organization.

The purpose of such meeting shall be to discuss program deficiencies cited in the NAEYC Deferral Letter; and how to, or if there is a, remedy that can be accomplished within the parameters of such letter. The Bridgeport School Readiness Council will provide support and technical assistance where feasible.

Within three (3) work days, the program, will submit in writing, what option, as outlined by NAEYC, has been chosen to pursue compliance to achieve accreditation. If the program chooses to pursue accreditation immediately, a remediation plan with priorities, timeline, and benchmarks to be achieved will be provided to the SRC. This remediation plan will be due thirty (30) days from the date of the NAEYC deferral letter. An update to the remediation plan will be submitted every thirty (30) days for three (3) months or mutually agreed time period.

If remediation cannot be accomplished by the agreed upon time frame, any commitment of funds for the current SFY by the School Readiness Council shall be withdrawn. The program shall then decide whether to pursue remediation or submit a new application with NAEYC. Upon receipt of accreditation the program will be welcome to submit a new request for School Readiness funding however, there is no guarantee that funding would be available.

For programs evaluated by the most current Head Start review instrument documentation of the monitoring report (inclusive of all School Readiness classrooms) must be submitted when received by the Council Executive Committee. Any significant findings (deficiencies) as determined by the Council Executive Committee will result in immediate freezing of School Readiness slots. Slots will remain frozen and new children must not be enrolled until Head Start releases the site or classrooms from the deficiency/non-compliance status.

If School Readiness classrooms are not included in the Head Start review, they must achieve accreditation status by NAEYC within three years of acceptance of School Readiness funding.

## **22. Continuation of School Readiness Funding**

Programs that do not achieve or maintain the standards required by the Connecticut School Readiness Preschool Program Evaluation System (CSRPPES) and/or requirements for the School Readiness contract with the city of Bridgeport are no longer eligible to receive School Readiness funds (see *Section 14: Procedures for Monitoring School Readiness Programs*).

The Bridgeport SR Council, or its designee, will notify the program, in writing, when continuation of funding is jeopardized for any reason. The program will have thirty (30) calendar days to develop and submit a corrective action plan, including a timeline for addressing areas needing improvement. The plan will be submitted to the Executive Committee for approval and delegation of monitoring responsibility.

The program must demonstrate aggressive improvement activity and adherence to the corrective action plan timeline in order to be considered for continuation of School Readiness funding.

### **23. Notification of Staff Changes**

Programs receiving School Readiness funding are required to have available and up to date a list of all staff related to the early care and education program with education and relevant credential status noted for each. All staff includes classroom staff, support staff, and administrators. Evidence of staff education and credentials (including updated CDA certificate, copy of high school diploma, copy of bachelor's degree, etc.) must be kept in the personnel file of each staff person. Staff credentials must be registered with Connecticut Charts-A-Course.

In the event that a program experiences major changes in staffing, the program must notify the School Readiness Coordinator of such changes, coverage plans and replacement strategies. Notification must be in writing within five (5) working days of such changes.

Major changes include:

- a. the departure of a staff person with a CDA or better
- b. the departure of a program director
- c. the departure of two or more staff at any level in short succession
- d. any departure that jeopardizes compliance with School Readiness

*Important note:* Experiencing staff changes and/or notification of staff changes forwarded to the Bridgeport School Readiness Coordinator does not exempt any program from its obligation to meet all State Department of Health, Office of Early Childhood and local Council requirements for appropriate staff/child ratios and staff credentials.

### **24. Non-Sectarian Policy**

Under Connecticut General Statutes (C.G.S.) Section 10-16p (a) (1), a School Readiness program must be a "nonsectarian program" which is defined in Section 10-16p (f) as "any public or private School Readiness program that is not violative of the Establishment Clause of the Constitution of the State of Connecticut or the Establishment Clause of the Constitution of the United States of America." The purpose of this GENERAL POLICY is to provide guidance to School Readiness Councils (SRCs), School Readiness Liaisons and School Readiness programs on the characteristics of a nonsectarian program. This guidance was developed by The Office of Legal and Governmental Affairs and has been reviewed by the Attorney General's Office of Connecticut.

SRCs in each community use state funds to purchase spaces from eligible providers. These providers may include faith-based organizations but the program spaces that are purchased by state funds must be nonsectarian. A recent Supreme Court decision (*Agostini v. Felton* 117 S. Ct. 1997) ruled that providing services at religious sites was constitutional under the safeguards existing within the program.

Based on the *Agostini* case and the advice issued by the U. S. Department of Education based on the case, it is important for SRCs, Liaisons, and programs to be guided by the following rules concerning "nonsectarian" programs when awarding School Readiness grants to secular programs.

1. The program must be open to all children, and cannot exclude a child based on the family's religious creed or lack thereof;
2. The program cannot attempt to persuade or convert children or their families to a religion or a particular religious persuasion;
3. The program will not implement religious observances, such as prayer, grace, confession, church attendance, religious instruction, etc;
4. The program must accommodate the practice of a child or staff member's personal religious beliefs where the practice is required during program hours (e.g., Islamic designated time for prayers);
5. The program may not require children or their families enrolled in the School Readiness program to participate in faith-based or church sponsored activities or services;
6. Programs may not discriminate in hiring based on religious affiliation or lack of religious affiliation; and
7. Unless it is not practicable, classes should be conducted in rooms that are free of religious symbols and items.

If state funds are being used to purchase spaces for eligible children in a School Readiness program operated by faith-based organizations, these programs must be nonsectarian (non-religious) in order not to run afoul of requirements of the Establishment Clause. It is not enough to allow students or their families to "opt out" of portions of the program which are religious in nature. To be eligible for funding, programs must comply with these requirements.

#### **25. Infractions of Policies**

In order to maintain issues of confidentiality, infractions of policy are the purview of the Council Executive Committee. The following steps are in place when policies are violated:

Step 1. Verbal discussion that includes a warning with a program administrator, the highest authority of the center agency and the Council Executive Committee

Step 2. If the infraction is not resolved, or further infractions occur, a written warning is issued by the Executive Committee detailing corrective remedies expected. A time line for compliance is noted.

Step 3. If the infraction is still not resolved and within the specified time period, the Executive Committee will make recommendations to the Mayor and Superintendent of Schools.

Recommendations could include, but are not limited to:

- Termination of program participation in School Readiness funding
- Freezing slots

## 26 .School Readiness Children with Individualized Education Programs (IEP)

*Full day/Full year Eligibility:* If a child has an IEP that calls for less than twenty (20) hours of Special Education and related services and the total number of hours of the continued IEP and School Readiness equals a minimum of six (6) hours per day fifty (50) weeks per year, the child is eligible for a full day/full year slot.

*Extended Day Eligibility:* If a child has an IEP that calls for twenty (20) hours or more per week of a Special Education program and related service and the total number of hours of the combined IEP and School Readiness program equals a minimum of eight (8) hours per day, fifty (50) weeks per year, the child is eligible for an extended day slot. All children with an IEP must:

- Have a program that insures continuity between Special Education and School Readiness programs
- Be supported by all School Readiness services
- Have ongoing communication between the Special Education and School Readiness programs.

The School Readiness Coordinator will help sub-grantees determine the type of School Readiness slot for which the child is eligible.

1. **The former School Readiness ALERT** system has been revised and streamlined into two categories: General Policy (GP) and Program Operations (PO). The GPs provide guidance for School Readiness Councils to implement school readiness and quality enhancement programs. The POs provide guidance to sub-grantees to implement school readiness and quality enhancement programs. GPs and POs will be posted on the State Department of Education Web site and disseminated to mayors, superintendents, school readiness chairs and liaisons who in turn shall disseminate to all sub-grantees. Each GP and PO is numbered to correspond to the state fiscal year starting in January of 2009. All documents may be found on [www.sde.ct.gov/sde](http://www.sde.ct.gov/sde) by searching "School Readiness Documents."
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**2. Confidentiality and Conflict of Interest Statement**

*Confidentiality Statement  
Of Reviewers of Bridgeport School Readiness and Child Care  
Request for Proposals*

I, \_\_\_\_\_, recognize review information; decisions and discussions held during the review process are to be held in strict confidence and will not be discussed except with the Review Committee. Furthermore, after the recommendations for funding are made, I will not disclose any information until after final approval by the Commissioners of Education and Social Services.

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

**Statement Regarding Possible or No conflict of Interest**

I, \_\_\_\_\_, have reviewed the list of agencies applying for funding under the School Readiness and Child Care Grant Initiative and have a personal, work-related or other relationship with the following agencies and /or staff which I believe may affect my ability to objectively review their application.

List agencies here:

\_\_\_\_\_

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

**OR**

I, \_\_\_\_\_ have no potential conflict of interest by reviewing the proposal assigned to my Review Committee.

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

**2015-2016 School Readiness Grant  
Full Grant Application Review Form**

Name of Program: \_\_\_\_\_

Number of Slots Requested: Full Day \_\_\_\_\_ School Day \_\_\_\_\_ Part Day \_\_\_\_\_ Extended Day \_\_\_\_\_

\$ Amount Full Day \_\_\_\_\_ \$ Amount School Day \_\_\_\_\_ \$ Amount Part-Day \_\_\_\_\_ \$ Amount  
Extended Day \_\_\_\_\_

Total Funds Requested: \_\_\_\_\_

**Required Documents (Specify corrections to be made, if any)**

	Complete & Correct (1)	Notes/Corrections
Cover Page		
Program/Site Data		
Space Proposal		
Licensing Documentation/Exemption form		
Accreditation Documentation		
Staffing		
QSM and NAEYC forms included		
Statement of Assurances: signed & dated		
Program Handbook		
Proof of Insurance		

10 points

**Notes/Comments/Corrections**

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**Proposed Activities**

		YES	NO	Not Applicable	NOTES
A*	Identifying families (required)				
B*	Interagency Agreements (2 or more) (required)				

C	Building or securing new facilities				
D	Current fiscal commitment or pending financial applications, including PDG and Smart Start Grants				

5 points required plus 4 additional points

**Collaborative Agreements**

		YES	NO	Notes
A	Collaborative Agreements Included			
B	Agreements are from the Provider's Network			
C	Agreements are from the individual center			
D	Agreements are signed			

5 points

**Program Description and Operations**

		YES	NO	Notes
A.	Calendar Attached, indicating 21 total days closed			
B.	Class size/ teacher ratio Description, 10 children/1adult maximum			
C.	Program of Curriculum & Assessment Utilized, Include Early Learning and Development Standards (ELDS)			
D.	Daily Schedule & 2 Weeks of Learning Experiences Attached (experiences are NOT scored)			

10 points

**Qualifies Staff Member**

The percentage of Qualified Staff Member (QSM) distribution described in the following chart applies to the entire program, at each site, serving infants, toddlers and/or preschool age children, regardless of specificity of funding. The QSM is the designation given by the program administrator to the one individual per classroom that meets the definition of Teacher and eligibility requirements. The director identifies this individual in the Registry.

**For example:** if a program has three classrooms and only one classroom has children receiving state funds from School Readiness, Child Day Care Contracts or State Supplemental Head Start, all three classrooms must have a QSM with an appropriate bachelor's degree by the year 2020. In the interim, on July 1, 2015, two of those three classrooms must have a QSM with a bachelor's degree and the third classroom can have a QSM with an associate's degree in order to meet the 50% rule.

Requirements	Yes	NO
Includes Connecticut Charts-A Course Grid		
All program staff listed		
50% QSM Bachelor's Degree		
50% QSM Associate's Degree		
Meets NAEYC Requirements		
Requested Teacher extension		
Requested Program extension		

**10 Points Budget and Justification**

		Yes	Needs correction	Correct, but not accepted
A	ED 114 for SFY2015			
B	Items are in the appropriate categories			
C	Math is correct			
D	Admin cost do not exceed 10%; Lines 111A, 200(portion for admin. Staff)			
E	Budget items have appropriate Justification			

10 points

**Overall Presentation**

Criteria	Acceptable (1)	Not Acceptable	Notes
Submitted by Posted Due Dates			
Well Organized			
Neatness			
Spelling and Grammar			
Clarity of Content			

10 Total Elements

**RFP Program Scoring Sheet**

		Total Points Allotted	Total Points Earned	Notes
A	Required Documents	10 points		
B	Program Description	30 points		
C	Proposed Activities	5 points + 4 bonus		
D	Collaborative Agreements	5 points		
E	Program Descriptions and Operations	10 points		
F	Budget and Justification	10 points		
G	QSM and NAEYC	20 Points		

H	Overall Presentation	10 Points		
	<b>Totals</b>	<b>100</b>		
	<b>TOTAL POINTS</b>	<b>100 +4 additional</b>		

Bridgeport School Readiness Council

Grant Readers Documentation and Statement of Assurances

**Statement of Confidentiality**

I, \_\_\_\_\_, recognize review information; decisions and discussions held during the review process are to be held in strict confidence and will not be discussed except with the Review Committee. Furthermore, after the recommendations for funding are made, I will not disclose any information until after final approval by the Commissioners of Education and Social Services.

**Statement Regarding Conflict of Interest**

I, \_\_\_\_\_, have reviewed the list of agencies applying for funding under the School Readiness and Child Care initiative and do not have a personal, work related or other relationship with the following agencies and/or staff which I believe may affect my ability to objectively review their application.

**Reviewer Information**

Reviewer Name (print)

\_\_\_\_\_

Organization (if applicable)

\_\_\_\_\_

Name (s) of Organization Grant (s) reviewed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of reviewer:

\_\_\_\_\_

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**PRIORITY SCHOOL READINESS**

**OTHER COMMUNITY GRANTS**

**Please check those grants that are currently in your community. Please describe how each grant/program collaborates with the School Readiness program.**

**Adult Education**

**Adult Education provides two important functions to School Readiness. It is a valuable referral resource for parents to obtain services such as: G.E.D, E.S.L. and Citizenship classes. It also provides resources to teenage parents that need to complete high school, but are no longer comfortable in traditional high school settings.**

**Discovery Grant / Community Plans for Early Childhood Grant**

**The Discovery Grant provides funds for the Early Literacy Initiative. As part of that Initiative, funds are provided to create a resource library for preschool programs. The preschool providers are requested to submit a list of resources that they would like to have in the library. Resources are purchased based on requests and budget allocations. The Early Literacy Grant also provides funds to purchase CTPAF (the electronic version of the Preschool Assessment Framework) memberships for all of the School Readiness classrooms. The CTPAF provides a data base of information on the growth and development of children over time, participating in the School Readiness Grant**

**Family Resource Center**

**The City of Bridgeport has four Family Resource Centers and a Parent Center. Agnes Dubow, from the Cesar Batalla Family Resource Center, is Co-Chair of the School Readiness Council. Since the inception of School Readiness, the Family Resource Centers and School Readiness have collaborated for the fullest utilization of both grants resources. Although no longer required, the Quality Enhancement Grant still funds Family, Friends and Neighbors (F.N.N.). All Family Resource Centers and the Parent Center provide F.N.N. services that include parent workshops, CPR/First Aid Training, access to children's books, field trips and transition to kindergarten backpacks. This partnership assures that the greatest number of providers and parent of young children are served.**

**Head Start and/or Early Head Start**

Action for Bridgeport Community Development (A.B.C.D.) is a CAP (community action program) agency. A.B.C.D. is the provider of Head Start in Bridgeport. As a C.A.P. agency, A.B.C.D. provides Head Start, Early Head Start, School Readiness, and DCF early education programs. A.B.C.D. has full day, full year programs in School Readiness. School Readiness also provides extended day (wrap-around) services to 143 Head Start spaces. The School Readiness office assists parents in connecting to and applying for Head Start programs. Providers are urged to refer parents to the multiple of services available through A.B.C.D., including fuel assistance and computer training. Tina Peloso-Ulreich, Bridgeport Public School representative and BAYC member, sits on the Head Start Advisory Committee.

**Preschool Development Grant**

Bridgeport is pleased and excited to have been asked to participate in the Federal Development Grant (PDG). This grant will provide 180 new preschool spaces for children in Bridgeport. Ninety (90) of the new spaces will be located in Bridgeport Public Schools and will provide school day/school year services for Families 200% below the Federal poverty line. Black Rock and Wilbur Cross schools will have preschool classrooms for the first time. Dunbar will add a preschool class, providing more access to an area (Eastside) of high poverty with significant needs. The Community programs will add ninety (90) new spaces that are full day/full year spaces. Lovable Angels and Affordable and Loving will add additional classrooms. Precious Memories will be creating a new center with three (3) classrooms and room for further expansion in the future.

The Improvement spaces allocated to Bridgeport will provide 54 spaces. A.B.C.D., Jamie Hulley site; Y.M.C.A., Kolbe site and St. Mark's Day Care will each have two classrooms with nine (9) qualified four year old children in each room. The Bridgeport Public Schools will use the PDG funds to convert two part day classrooms to school day/school year classrooms. The community has indicated that a need for more space that are school day, not part day.

The PDG will provide a total of two hundred and seventy spaces for families in poverty, our most vulnerable population.

**Preschool Special Education**

School Readiness has a strong connection to preschool special education. School Readiness programs have a long-standing relationship with the Consultation Center. The Consultation Center is the assessment component to the special education department. Referrals are made to the Consultation Center. After the referral, an evaluation process includes a play based assessment and classroom observation. Children may go to a pre-referral placement, with itinerant services delivered to the child in their home based classroom. The School Readiness teacher gets support and advice from the special education teachers regarding how to best support the child's individual needs. The Consultation Center also provides a parent group to help support parents in understanding their child's needs. The Early Childhood Consultation Partnership (ECCP) has allocation in Bridgeport and serves a number of School Readiness programs. Programs find this resource to be very valuable because it serves, children, classrooms and families. In July, when the Federal Preschool Development Grant starts, the utilization of ECCP will increase substantially.

**Smart Start Grant**

Through the Tobacco Settlement Funding, the Office of Early Childhood was able to offer the Smart Start Grant to provide expansion preschool opportunities. Bridgeport Public Schools requested and was granted sixty (60) additional spaces. The spaces are being utilized to serve both three and four year old children. Johnathan Winthrop and Classical Studies Academy will have preschool classrooms for the first time. Dunbar and Park City Magnet will be able to add a preschool classroom. In Dunbar and Park City the new classrooms will serve three year old children for a school day.

**How does your community promote meaningful, inclusive practices for young children with disabilities? Describe how the school readiness program(s) works with the local school system in the delivery of services to meet the needs of children with disabilities.**

Preschool Special Education in Bridgeport practices the use of itinerant specialist. This means that a child in a community preschool needing services, such as, speech and language, physical therapy, occupational therapy or other services will have those specialist deliver services directly in the classroom. Services are incorporated into the structure of the classroom setting as much as is possible. This practice means that the child remains integrated in the classroom setting.

If a child has an IEP that requires substantial services in a special education classroom for part of the day, the child is transported to a full day program, if needed and/or requested by the parent. The School Readiness program will provide services for the other part of the day, vacations, snow days and summer coverage.

**Please list other state or federal grants or private grants that collaborate with School Readiness programs.**

**Kick off to Kindergarten**

Kick off the Kindergarten (KOK) is a three week summer program specifically designed for children entering kindergarten with no preschool experience. The program provides an opportunity for children to separating from parents, interact socially with peers, and experience developmentally appropriate instruction.

**Safe School**

**Young Parent Program**

MIECHV (Maternal Infant Early Childhood Home Visiting Grant)

A home visiting grant that provides pregnant teens the following:

- Improvements in maternal, prenatal , infant, and child health and development

**Increased school readiness.**

- Reduction in the incidence of child maltreatment.
- Improved parenting related to child development outcomes.
- Improved socio-economic status.
- Greater coordination of referrals to community resources and supports.
- Reduced crime and domestic violence

**PRIORITY SCHOOL READINESS  
PROGRAM APPLICANTS FOR FY 2016**

List every application approved for funding by the School Readiness Council within the community allocation for the grant period July 1, 2015 - June 30, 2016. For each applicant, indicate Council decision and scores.

Site / Sites	Address	Town	Zip	Dir.-First Name	Dir.-Last Name	Phone	E-mail	Score
A Child's World	1245 Fairfield Ave.	Bridgeport	06605	Simone	Buster	203-330-0801	Achids.world@yahoo.com	94.5
A.B.C.D.	1070 Park Ave.	Bridgeport	06604	Monette	Ferguson	203-366-8241, ext. 238	mferguson@abcd.org	71.0
Affordable and Loving, LLC	1006 Reservoir Ave.	Bridgeport	06606	Alice	Williams	203-873-6360	alchildcare@optonline.net	98.5
Bridgeport Public Schools	45 Lyon Terrace	Bridgeport	06604	Tina	Peloso-Ulreich	203-275-1264	TPELOSO@bridgeport.edu.net	82.25
C.E.S.	40 Lindeman Dr.	Trumbull	06611	Linda	Page	203-365-8997	page1@ces.k12.ct.k12.ct.us	68.0
Care Around the Clock (HMH)	500 State Street	Bridgeport	06604	Jill	Lamberti	203-345-2000	jlamberti@hnhonline.org	101.5
Cheyenne Early Learning Center	789 Reservoir Ave	Bridgeport	06606	Pam	Hinton	203-380-2967	Cheycare@hotmail.com	75.5
Honey Bear Learning Center, Inc.	1498 North Ave.	Stratford	06614	Cathy	Vanicky	203-375-1866	HoneyBearLearningCenter.com	101.0
Early Childhood Lab School at Housatonic CC	900 Lafayette Blvd.	Bridgeport	06604	Heidi	Szobota	203-332-5030	HSzobota@hcc.commnet.edu	
Kingdom's Little Ones Academy	1243 Stratford Ave.	Bridgeport	06607	Peggy	Moales	203-338-0221	ptcreadyklosr@yahoo.com	58.75
Kingdom's Little Ones Day Care	1277 Stratford Ave.	Bridgeport	06607	Kenya	Moales-Byrd	203-336-0023	kmoalesbyrd@yahoo.com	63.0
Lovable Angels	1825 East Main St.	Bridgeport	06610	Sonia	Spencer	203-337-6614	Lovableangels@yahoo.com	91
Precious Memories	753 Fairfield Ave.	Bridgeport	06604	Sheree	Higgins	203-333-1110	pmccii@sbcglobal.net	101.5
St. Paul's CDC	1475 Noble Ave.	Bridgeport	06610	Priscilla	Henchman	203-384-6023	stpaulscdc@gmail.com	82
YMCA	850 Park Ave.	Bridgeport	06604	Michelle	Genest	203-334-5551	mgenest@cccymca.org	87



Bridgeport School Readiness 2015-2016

SITE	LICENSING					NAEYC STATUS					HEAD START	
	Yes	License Exp. Date	Exempt	Pending	ID#	Certificate Exp. Date	3-yr window Due Date	Candidacy Date (see NAEYC timeline)	Expected Date of Visit (3-month window)	Yes	No	
A Child's World	yes	12/31/217			14307	12/1/2017					X	
ABCD Inner City	yes	12/31/16								X		
ABCD Eilla Jackson	yes	03/31/17								X		
ABCD Jamie Hulley	yes	10/31/17								X		
ABCD West End	yes	03/31/18								X		
ABCD George Pipkin	yes	03/31/18								X		
ABCD Trumbull Gardens	yes	03/31/18	X		725390		2016			X		
Affordable and Loving	yes	01/31/18										
BPS Barnum School			X		725334	04/01/15					X	
BPS Beardsley			X		72522						X	
BPS Blackham			X		724090	07/01/18		09/30/17	10/01/17-03/31/18		X	
BPS Bryant			X		724494						X	
BPS Cesar Battalla			X		724493						X	
BPS Columbus			X		725333						X	
BPS Hallen			X		725335						X	
BPS Johnson			X		579227	09/01/18		11/30/17	02/01/18-07/31/18		X	
BPS Marin			X		725923	06/01/17		09/30/16	10/01/16-03/31/17		X	
BPS Park City Magnet			X		726378	05/01/17		09/30/16	10/01/16-03/31/17		X	
BPS Read School			X		725921	04/01/16		05/31/15	06/01/15-11/30/15		X	
BPS Roosevelt School			X		597632	03/01/15					X	
BPS Skane School			X								X	
BPS Tisdale			X		725924	05/01/16		09/30/15	10/01/15-03/31/16		X	
BPS Walterville			X		588192	04/01/15						

Bridgeport School Readiness 2015-2016

SITE	LICENSING			Pending	ID#	NAEYC STATUS					HEAD START	
	Yes	License Exp. Date	Exempt			Certificate Exp. Date	3-yr window Due Date	Candidacy Date (see NAEYC timeline)	Expected Date of Visit (3-month window)	Yes	No	
Care Around the Clock	X	07/31/			588192	04/01/2020	N/A	N/A	N/A			X
Cheyenne's Early Learning Center	X	3./31/2017			725695	03/01/217	N/A	N/A	N/A			X
Cooperative Educational Services			X		724404	04/01/2019	N/A	N/A	N/A			X
Honey Bear Learning Center	X	04/30/2018			275322	04/01/2018	N/A	N/A	N/A			X
Early Childhood Lab School, HCC	X	05/31/2017			278983	09/01/2017	N/A	N/A	N/A			X
KLOA-Stratford Ave.	X	08/31/2017			602817	05/31/2018	N/A	N/A	N/A			X
KLOA-Union Ave.	X	08/31/2017										X
KLODC, Stratford Ave	X	12/31/2017			725081	06/01/2016	N/A	N/A	N/A			X
Precious Memories1	X	09/30/2018			520865	10/01/2017						X
Precious Memories 2	X	09/30/2016			520865	10/01/2017						X
Precious Memories3	X	04/30/2016			520864	10/01/2017						X
St. Paul's CDC	X	08/31/18			95310	11/01/18	N/A	N/A	N/A			X
YMCA 1	X	03/31/2017			429858	07/01/2020	N/A	N/A	N/A			X
YMCA 5	X	08/31/2017			578974	10/01/2019	N/A	N/A	N/A			X
YMCA Kolbe	X	04/30/2017			478425	10/01/2017						X

**PRIORITY SCHOOL READINESS  
PROGRAM SPACE GRID FOR FY 2016**

Council-approved funded spaces within current allocation.

To calculate each total space cost, multiply the number of spaces times the rate for each space-type. (Example: 13 FD spaces x \$8,670 = \$112,710)

Site	Start Date	# FD / FY Spaces	Total FD / FY Cost (\$8,670)	# SD / SY Spaces	Total SD / SY Cost (\$6,000)	# PD / PY Spaces	Total PD / PY Cost (\$4,500)	# ED / EY Spaces	Total ED / EY Cost (\$2,772)	Total # Spaces	Total Cost
A Child's World	10/01/1997	83	719,610	0	0	0	0	0	0	83	719,610
ABCD Inner City		40	346,800	0	0	0	0	0	0	40	346,800
ABCD Ella Jackson		20	173,400	0	0	0	0	0	0	20	173,400
ABCD Jamie Hulley		120	1,040,400	0	0	0	0	0	0	120	1,040,400
ABCD West End		0	0	0	0	0	0	35	35	35	97,020
ABCD George Pipkin		0	0	0	0	0	0	88	88	88	243,936
ABCD Trumbull Gardens		20	0	0	0	0	0	20	20	20	55,440
BPS Barnum School	09/01/2007	0	0	18	108,000	0	0	0	0	18	108,000
BPS Beardsley	12/01/2004	0	0	18	108,000	18	81,000	0	0	36	189,000
BPS Blackham	12/01/2004	0	0	36	216,000	0	0	0	0	36	216,000
BPS Bryant	08/01/2006	0	0	18	108,000	0	0	0	0	18	108,000
BPS Cesar Batalla	01/01/2007	0	0	18	108,000	18	81,000	0	0	36	189,000
BPS Columbus	10/01/2007	0	0	36	216,000	0	0	0	0	36	216,000
BPS Hallen	09/01/2007	0	0	18	108,000	0	0	0	0	18	108,000
BPS Johnson	08/01/2013	0	0	18	108,000	0	0	0	0	18	108,000
BPS Marin	08/01/2009	0	0	18	108,000	0	0	0	0	18	108,000
BPS Park City Magnet	08/01/2009	0	0	18	108,000	0	0	0	0	18	108,000
BPS Read School	08/01/2008	0	0	36	216,000	0	0	0	0	36	216,000
BPS Roosevelt School	08/01/2003	0	0	36	216,000	0	0	0	0	36	216,000
BPS Skane School	08/01/2013	0	0	0	0	73	328,500	0	0	73	328,500

Bridgeport School Readiness 2015-2016

Site	Start Date	# FD / FY Spaces	Total FD / FY Cost (\$8,670)	# SD / SY Spaces	Total SD / SY Cost (\$6,000)	# PD / PY Spaces	Total PD / PY Cost (\$4,500)	# ED / EY Spaces	Total ED / EY Cost (\$2,772)	Total # Spaces	Total Cos
BPS Tisdale	08/01/2008	0	0	36	216,000	0	0	0	0	36	216,000
Affordable and Loving Child Care	07/01/2014	20	173,400	0	0	0	0	0	0	20	173,400
Care Around the Clock	07/01/2013	160	1,387,200	0	0	0	0	0	0	160	1,387,200
Cheyenne's Early Learning Center	07/01/2014	65	563,550	0	0	0	0	0	0	65	563,550
Cooperative Educational Services	09/01/2006	90	780,300	0	0	0	0	0	0	90	780,300
Honey Bear Learning Center	12/01/1997	28	242,760	0	0	0	0	0	0	28	242,760
Early Childhood Lab School, HCC	10/01/1997	20	173,400	0	0	0	0	0	0	20	173,400
KLOA-Stratford Ave.	03/01/2005	15	130,050	0	0	0	0	0	0	15	130,050
KLOA-Union Ave.	08/01/2013	42	364,140	0	0	0	0	0	0	42	364,140
KLODC, Stratford Ave	07/01/2010	19	164,730	0	0	0	0	0	0	19	164,730
Precious Memories1		37	320,790	0	0	0	0	0	0	37	320,790
Precious Memories 2		31	268,770	0	0	0	0	0	0	31	268,770
Precious Memories		20	173,400	0	0	0	0	0	0	20	173,400
St. Paul's CDC		52	450,840	0	0	0	0	0	0	52	450,840
YMCA 1		36	312,120	0	0	0	0	0	0	36	312,120
YMCA 5		37	320,790	0	0	0	0	0	0	37	320,790
YMCA Kolbe		152	1,317,840	0	0	0	0	0	0	152	1,317,840



**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<p><b><u>Town: Bridgeport</u></b></p>
<p><b><u>Name of Activity: Theories of Action-</u></b>                  Five Theories of Action have been identified to assure that high quality universal preschool is available to all families in Bridgeport A task force will facilitate meeting with a broad range of city stakeholders to create blueprints for action to assure universal preschool. There will be five groups, based on the five identified theories of actions. The task force will create concrete actions for providing universal preschool, across a wide range of options. Topics will also include comprehensive services, professional development and teacher credentials.</p>
<p><b><u>Expected Cost:</u></b> \$15,000</p>
<p><b><u>Possible Resources:</u></b>                  National Executive Service Corps has facilitated previous Theory of Actions within the Bridgeport Public Schools and has a proven track record. The work was well received and outcomes positive. Actionable results that will be evident in a short time frame are the expected outcome.</p>
<p><b><u>Population (number of children, staff, and programs served by this activity):</u></b> All preschool children and their families, nuclear and extended, will be affected by this work. The inclusion of professional development, along with helping teachers devise plans for Bachelor and Master degrees will have far reaching effects on all of the preschool community. This task force would assist in creating a blueprint and starting the process of helping the community find the building blocks to high quality preschool for all.</p>
<p><b><u>Statement of Need:</u></b>                  Bridgeport is a very large urban community. A number of preschool staffs have been involved in School Readiness from the beginning. The community has also lost a number of teachers due to higher credential demands and better financial opportunities outside of early education field. As the staffs are an ever changing landscape, supporting teachers in obtaining higher degrees and continuing receiving professional development training is critical to assuring that early childhood programs will have the availability of quality staff. In addition to staff requirements is the need to provide comprehensive services and community outreach to assure that the entire community is aware of preschool options.</p>
<p><b><u>Goals:</u></b>                  To move the five Theories of Action forward to working plans, developed and supported by the community stakeholder, to create high quality early education throughout the city. The community will be the support system that provides the resources necessary to reach out to all parents of preschool children and encourage participation in preschool opportunities.</p>
<p><b><u>Indicators of Progress:</u></b>                  Increase in preschool enrollment will be measured. Families of kindergarten children will be surveyed regarding preschool participation. The Early Childhood Information System (ECIS) and Bridgeport Pre -Kindergarten Attendance System (BPKAS) will also provide information concerning children's enrollment in preschool. Connecticut-Charts-A-Course will also assist in understanding the participation and progress of teachers in obtaining quality educational standards. The Task force group will also measure the community stakeholders understanding and satisfaction with the actions to support universal preschool.</p>
<p><b><u>Plan for Activity Evaluation:</u></b> All preschool programs will see a measurable increase in enrollment.</p>

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

**For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.**

<b><u>Town: Bridgeport</u></b>
<i>Name of Activity:</i> <b>Professional Development –Early Learning and Development Standards (ELDS)</b>
<i>Expected Cost:</i> <b>\$20,000.00</b>
<i>Possible Resources:</i> Continuation of Early Learning and Development Standards (ELDS) The Professional Development plans will provide ELDS training for School readiness teachers. There will be plans to assure that new staff, both public school and community based, will have training in the ELDS. The staffs that received training in the 2014-2015 professional development cycles will receive continued and advanced support. For new staff, the training will concentrate on the literacy components of the ELDS. For continuing staff the training will expand into the additional domains, including, science, math, social studies
<i>Population (number of children, staff, and programs served by this activity):</i> Currently funds will allow School Readiness programs, both public school and community, to participate in this training. If further funds become available, it is desired to extend this training opportunity to all early education centers. More than 7,000 children, 300 staff and 15 programs, some with multiple sites will be affected by this training
<i>Statement of Need:</i> In order to provide quality early education opportunities, it is critical to have highly trained teachers. Supporting teachers in understanding and implementing the Early Learning and Development Standards, the framework for curriculum is essential. The ELDS are newly issued by the Office of Early Childhood, and supporting professional development for all preschool teachers, regardless of their years of experience is critical. The desire is to have the entire early childhood community on the same page, working toward the same goals and outcomes.
<i>Goals:</i> The goal is to assure that new teachers have an introduction to the E.L.D.S. and understand how to incorporate the standards in the curriculum and Early Learning Experience Plans (lesson plans). New teachers training will center on literacy components. Teachers that received literacy training in 2014-2015, will continue their learning by expanding into the math, science, social studies strands.
<i>Indicators of Progress:</i> New teachers will be identified for training. Center will provide release time for attendance to the ELDS training. Continuing teacher will participate in training across the additional domains. Early Learning and Experience Plans (lesson plans) will demonstrate implementation of and understanding of the ELDS. The ELEP will be monitored using the Office of Early Childhood provided rubric.
<i>Plan for Activity Evaluation:</i> The trainings will provide evaluation forms for each session of training. The School Readiness Coordinator will monitor programs, inclusive of the Early Learning Experience Plan and measures understand of implementation of the ELDS to the rubric.

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b><u>Town: Data Resources</u></b>
<i>Name of Activity:</i> CPR/First Air, Administration of Medication and Epi-PEN
<i>Expected Cost:</i> \$ 21,000.00
<i>Possible Resources:</i> The American Red Cross provides CPR/First Aid training. They are approved by Connecticut Office of Early Childhood licensing division as a provider for these services. A Registered Nurse, certified to provide Administration for Medication and EPI-Pen provides that specific training. She has also provided training for diabetic and epileptic medication.
<i>Population (number of children, staff, and programs served by this activity):</i> 150-200 teachers are trained in CPR/First Aid Annually. All teachers trained in Administration of Medication must renew EPI-Pen certification annually. Larger Centers use their nurse consultant to provide this training on site. For smaller sites, 100-150 individuals receive Admin of Medication through Quality Enhancement, annually. Quality Enhancement dollars provide training for 100-150 individuals in Administration of Medication each year.
<i>Statement of Need:</i> Connecticut licensing regulations require the at least one individual with CPR/First Aid training be on premises at all times. No medication may be administered without appropriate training. Bridgeport programs aim to have all of their staff trained in CPR. This assures that someone is always available to meet the standards. By following this practice, they maintain the required criteria, even if there is absent staff or staff changes. Programs assure that there are several individuals available to administer medication, also allowing for absences and staff changes.
<i>Goals:</i> High Quality preschools assure that children are in safe and healthy environments. Meeting all health and safety standards is necessary to achieve this quality standard.
<i>Indicators of Progress:</i> Teachers will receive Red Cross CPR/First Aid certificates to demonstrate successful completion of the CPR training. A certificate is also issued for the Administration of Medication. The Connecticut School Readiness Preschool Program Evaluation system (CSRPPES) will provide information concerning other quality standards regarding universal precautions and OSHA standards.
<i>Plan for Activity Evaluation:</i> The certification certificates will provide the documentation that this standard has been met.

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b><u>Town :Bridgeport</u></b>
<i>Name of Activity:</i> <b>Date collection</b>
<i>Expected Cost:</i> <b>17,215.00</b>
<i>Possible Resources:</i> Administrative. Services has been the sole source provider of data collection
<i>Population (number of children, staff, and programs served by this activity):</i> All School Readiness providers participate in data collection, including attendance and demographics. The data also tracks movement of families, including where they move and why they move.
<i>Statement of Need:</i> School Readiness desires to understand the population of families they are successfully reaching, and the population that is in need more intensive outreach. In writing new grants and determining what the community needs, data drives the decisions to be made by the community.
<i>Goals:</i> Data has multiple uses. Data is utilized to assist in the monitoring and compliance of School Readiness requirement, such as attendance. Data also creates the picture of understanding the current perimeters of early education in the city. It provides the understanding of how to move forward and engage more families.
<i>Indicators of Progress:</i> All School Readiness centers will utilize the data inputs on a regular and consistent basis. The community will understand that School Readiness houses valuable data that will assist the community on future decision making regarding early childhood education.
<i>Plan for Activity Evaluation:</i>  <b>Check of the system indicates that the data is entered at least weekly and the required PAF information is entered three times a year as the schedule indicates.</b>

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b><u>Town: Bridgeport</u></b>
<i>Name of Activity:</i> Annual Early Care and Education
<i>Expected Cost:</i> \$17,000.00
<i>Possible Resources:</i> Holiday Inn of Bridgeport has provided the venue for this event for the past five years. It is large enough to house 300 participants. Holiday Inn is also local, which makes it accessible to participants.
<i>Population (number of children, staff, and programs served by this activity):</i> All licensed early education programs receive an invitation to this event. Many eagerly anticipate this event. Close to 300 individuals attend this event annually.
<i>Statement of Need:</i> Each year, the conference addresses an issue that is critical to the community. Strategies for behavior management and SRBI have been the focus for the last several years. For the 2015-2016 year, understanding and teaching dual language learners will be the topic. The purpose is to dovetail on to and support the ELDS trainings that are also supporting teaching of dual language learners.
<i>Goals:</i> The purpose of this event is to introduce the topic to the entire community. It is to provoke the leaders of programs to think about their own program's practice and to continue the process of exploring meaningful practices of teaching the dual language learner. It is anticipated that other community groups will also offer events that continue training of teachers in supporting dual language learning.
<i>Indicators of Progress:</i> The community will leave the training with knowledge for addressing teaching dual language learners. They will leave with the desire to seek further training regarding dual language learners, The early education community will, as a community further expands the teaching of the dual language learner, understand and better communicate with families.
<i>Plan for Activity Evaluation:</i> A survey, indicating beginning and ending knowledge will be designed and collected at the end of training

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b><u>Town: Bridgeport</u></b>
<i>Name of Activity:</i> <b>Family, Friends and Neighbors</b>
<i>Expected Cost:</i> <b>\$15,000.00</b>
<i>Possible Resources:</i> <b>The four public school Family Resource Center and the Parent Center</b>
<i>Population (number of children, staff, and programs served by this activity):</i>  The Family Resource Centers and Parent Center provide a diverse population a parents and providers. The center provide training to unlicensed care providers, parents and other community members that wish to increase quality care to young children.
<i>Statement of Need:</i>  While support of the Family, Friends and Neighbors is no longer required, the Council is committed to supporting the Family Resource network, as a conduit to supporting Family Friends and Neighbors <b>a way to provide outreach to informal care providers.</b>
<i>Goals:</i> To utilize the Family Resource Network, that has already established connections to the informal care community, to provide technical support and workshops to increase the quality of care in informal settings
<i>Indicators of Progress:</i>  Informal Care providers attend workshops and other support, such as CPR training literacy, PTLI and Parents as Teachers. that will improve the quality for children in their care. Indicated by attendance and attaining certificates
<i>Plan for Activity Evaluation:</i>  Providers attend the offered trainings and are successful in completing CPR and PTLI training, gaining certificates.

**STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS**

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

<b><u>Town: Bridgeport</u></b>
<i>Name of Activity:</i> Supporting Leaders to Grow Literacy Rich Environments
<i>Expected Cost:</i> <b>15,000.00</b>
<i>Possible Resources:</i> Last year members of the Providers Network have requested a system to create sustainability for coaching and modeling good literacy practice in their centers. The QE plans for 2014-2015 provided twenty session training across all of the ELDS domains. It also included how to coach and understanding the adult as learner. Continued sustainability is necessary to assuring that ELDS becomes embedded in programs. CES will provide coaching support to participants already trained
<i>Population (number of children, staff, and programs served by this activity):</i> A criterion is being designed to assure that the person attended the learning sessions has a strong literacy background. There is also consideration of providing background literacy knowledge at the annual conference. This would assure that all individuals have the appropriate platform for growing literacy in their classrooms and centers.
<i>Statement of Need:</i> After investing in twenty sessions of the EDLS training for supervisors, School Readiness/Quality Enhancement desires to assure that the training is established in the programs. Supporting the supervisors with embedded coaching will help assure that the training will become part of the professional development of the center.
<i>Goals:</i> Supervisors should be able to provide ELDS support for staff that need continued support after initial training and for all new staff.
<i>Indicators of Progress:</i> Supervisors will provide support for staff receiving ELDS training and will introduce ELDS standards to new staff.
<i>Plan for Activity Evaluation:</i> Coaches will observe the capacity of the supervisor to support and deliver ELDS standards training. There will also be several session where all of the supervisors will meet together to share successes and ask question. Participants will be surveyed.

**SUMMARY OF NEED, GOALS AND INDICATORS**

Please summarize each activity description clearly and concisely. This chart may be used as a grant summary for the OEC and externally for program evaluation purposes.

**TOWN: BRIDGEPORT**

<b>Activity Cost Resources</b>	<b>Statement of Need</b>	<b>Goals</b>	<b>Indicators of Progress</b>
<p>Activity Name: Annual Conference                      Cost: \$17,000.00                      Resources: Holiday Inn Bridgeport                      Population: All licensed early education centers                      Contractor: Holiday Inn, Bridgeport</p>	<p>Annually, the Bridgeport Early Education Community chooses a topic in Early Childhood Education that is important for the entire community. It is hoped that a large number of the Early Education Community will receive the same information and use that information to act in concert in delivery of service to children and their families.</p>	<p>The purpose of this event is to introduce the topic to the entire community. It is to provoke the leaders of programs to think about their own program's practice and to continue the process of exploring the meaningful practices of teaching the dual language learner. It is anticipated that other community groups will also offer events that continue training of teachers in supporting dual language learning.</p>	<p>The community will leave the training with some knowledge for addressing teaching dual language learners. They will leave with the desire to seek further training regarding dual language learners, The early education community will, as a community expand further the teaching of the dual language learner and understand and better communicate with families.</p>
<p>Activity Name: Professional Development                      Cost: \$20,000                      Resources: CES                      Population: Preschool Teachers                      Contractor: CES</p>	<p>Continuation of Early Learning and Development Standards (ELDS) The Professional Development plans will provide ELDS training. There will be plans to assure that new staff, both public school and community based, will have training in the ELDS. The staffs that received training in the 2014-2015 professional development cycles will receive continued and advanced support. For new staff, the training will concentrate on the literacy components of the ELDS. For</p>	<p>To provide technical assistance and support to the early education community by assuring that the resource to provide assistance is available within the community.</p>	<p>More community programs are utilizing the same consistent measures of data, using the same tools and information base.</p>

Bridgeport School Readiness 2015-2016

	<p>continuing staff the training will expand into the additional domains, including, science, math, social studies.),</p>		
<p><b>Activity Name:</b> Professional Learning Communities  <b>Cost:</b> 20,000  <b>Resources:</b>  <b>Population :</b>Preschool staff already trained in ELDS  <b>Contractor:</b> CES</p>	<p><b>Monitoring of School Readiness</b> classrooms has demonstrated a wide range of skills in developing Early Learning Experience Plans (ELEP) Some teachers are not using ELDS standards to create lesson plans. Some teachers are highly skilled in their development and use of incorporating standards into lesson plans, There is a broad spectrum of skills in the learning community. Coaches need to learn how to support all staff, proficient and developing, while pairing and grouping teachers into learning communities</p>	<p>In order to provide quality early education opportunities, it is critical to have highly trained teachers. Supporting teachers in understanding and implementing the Early Learning and Development Standards, the framework for curriculum is essential. The ELDS are newly issued by the Office of Early Childhood, and supporting full understand for all preschool teacher, regardless of their year of experience is critical. The desire is to have the entire early childhood community on the same page, working toward the same goals and outcomes.</p>	<p>Teachers include three standards in each ELEM. Each ELEM includes plans for Bloom's Taxonomy and vocabulary building. Teachers are prepared to be flexible to children's interest and needs</p>
<p><b>Activity Name:</b> CPR/First Aid and Admin. Of Medication  <b>Cost:</b>\$21,000.00  <b>Resources:</b> American Red Cross: Tricia Johnson, R.N. nurse consultant.  <b>Population:</b> All licensed early education centers  <b>Contractor :</b>American Red Cross, Tricia Johnson, R.N.</p>	<p>Both Connecticut Office of Early Childhood Licensing and National Association for the Education of Young Children require staff to be certified in CPR/First Aid. In addition children in full day programs may require medication including but not limited to inhalers and other asthma medications. Staffs are required to receive training before they are allowed to give any medications.</p>	<p>To assure that staff receive quality training to meet requirement but most importantly to assure that children are safe and healthy.</p>	<p>All staffs working with children are capable and prepared to handle emergency situations, including the use of C.P.R.</p>

Bridgeport School Readiness 2015-2016

<p><b>Activity Name:</b> Data Collection  <b>Cost:</b> 17,215.00  <b>Resources:</b> BPKAS  <b>Population:</b> School Readiness  <b>Contractor:</b> Admin. Services</p>	<p>School Readiness desires to understand the population of families they are successfully reaching, and the population that is in need more intensive outreach. In writing new grants and determining what the community needs, data drives the decisions to be made by the community.</p>	<p>The goal is that the community will act in greater unison in delivering services to children and their families. For example everyone uses PAF, so that the data collected can be aggregated and compared. Everyone will start to use the new ELDS standards for developing ELEPs. The community has a coherent data picture to create technical assistance.</p>	<p>More community programs are utilizing the same consistent measures of data, using the same tools and information base</p>
<p><b>Activity Name:</b> Theories of Action  <b>Cost:</b> 15,000  <b>Resources:</b> Community Stakeholders  <b>Population:</b> Early childhood community  <b>Contractor :</b>National Executive Services</p>	<p>Bridgeport is a very large urban community. A number of preschool staffs have been involved in School Readiness from the beginning. The community has also lost a number of teachers due to higher credential demands and better financial opportunities outside of early education field. As the staffs are an ever changing landscape, supporting teachers in obtaining higher degrees and continuing receiving professional development training is critical to assuring that early childhood programs will have the availability of quality staff. In addition to staff requirements is the need to provide comprehensive services and community outreach to assure that the entire community is aware of preschool options</p>	<p>To move the five Theories of Action forward to working plans, developed and supported by the community stakeholder, to create high quality early education throughout the city. The community will be the support system that provides the resources necessary to reach out to all parents of preschool children and encourage participation in preschool opportunities.</p>	<p>Increase in preschool enrollment will be measured. Families of kindergarten children will be surveyed regarding preschool participation. The Early Childhood Information System (ECIS) and Bridgeport Pre -Kindergarten Attendance System (BPKAS) will also provide information concerning children's enrollment in preschool. Connecticut-Charts-A-Course will also assist in understanding the participation and progress of teachers in obtaining quality educational standards. The Task force group will also measure the community stakeholders understanding and satisfaction with the actions to support universal preschool</p>

Bridgeport School Readiness 2015-2016

<p>Activity Name: Family, Friends and Neighbors          Cost: 15,000.00          Resources: Family Resource and Parent Centers          Population :informal care providers          Contractor:</p>	<p>While support of the Family, Friends and Neighbors is no longer required, the Council is committed to supporting the Family Resource network, as a conduit to supporting Family Friends and Neighbors a way to <b>provide outreach to informal care providers.</b></p>	<p>To utilize the Family Resource Network, that has already established connections to the informal care community, to provide technical support and workshops to increase the quality of care in informal settings</p>	<p>Informal Care providers attend workshops and other support, such as CPR training literacy, PTLI and Parents as Teachers. that will improve the quality for children in their care. Indicated by attendance and attaining certificates</p>
<p>Activity Name: Supporting Leaders to grow Literacy Rich Environments          Cost:          Resources:          Population:          Contractor:</p>	<p>After investing in twenty sessions of the EDLS training for supervisors, School Readiness/Quality Enhancement desires to assure that the training is established in the programs. Supporting the supervisors with embedded coaching will help assure that the training will become part of the professional development of the center</p>	<p>Supervisors should be able to provide ELDS support for staff that need continued support after initial training and for all new staff.</p>	<p>Supervisors will provide support for staff receiving ELDS training and will introduce ELDS standards to new staff.</p>

**EVALUATION**

Please document the grant objectives outlined on pages 15 of this RFP that align with each proposed activity and the evaluation methods you will use to measure the extent each activity will meet the objectives. A year-end report will be sent to the applicant electronically where results of the evaluation will be reported to the OEC.

**TOWN: Bridgeport**

<b>Grant Objectives Addressed</b>	<b>Activity</b>	<b>Evaluation</b>
<p>Help directors and administrators obtain training</p>	<p>Supporting Leaders to Grow Literacy Rich Environments                      In a bold and exciting move, the Bridgeport Public Schools and School Readiness Community Programs will participate in the same series of literacy based trainings designed to strengthen literacy for every preschool classroom in Bridgeport. In addition, to classroom support, specific support will be provided to the director/administrator/educational support leader to assure growth and sustainability in each program. A common ground of literacy knowledge and support will be created. The training will be directly related to the new ELDS standards. to classroom support, specific support will be provided to the director/administrator/educational support leader to assure growth and sustainability in each program. A common ground of literacy</p>	

Bridgeport School Readiness 2015-2016

	<p>knowledge and support will be created. The training will be directly related to the new ELDS standards.</p>	
<p>Provide comprehensive services to enhance health service delivery.</p>	<p>Provide CPR/First Aid Training and Administration of Medication and Injectable training. The certificate is on a two year cycle, and a large number of programs will need to renew their credentials in this grant cycle.</p>	<p>All School Readiness Programs will meet the licensing and NAEYC criteria by having staff appropriately trained in both CRP/First Aid</p>

**PRIORITY SCHOOL READINESS**

**FISCAL AGENT FORM**

**Identify the fiscal agent for the School Readiness Grant Program for FY 2016.**

*Please be advised that if the fiscal agent for this grant program is other than the municipality or the municipality's school district, the fiscal agent must sign the Grant Cover Page and the grant's Statement of Assurances to certify compliance with all relevant requirements of this State grant program.*

**Fiscal Agent Information**

Identify Fiscal Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact Person: Name: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

**PRIORITY SCHOOL READINESS**

**FY 2016 SCHOOL READINESS ED114 BUDGET FORM**



**School Readiness  
Bridgeport**

**Budget Justification  
2014-2015**

111A	(Administrative Supervisor Salaries/Clerical/Other) Lee Helmerich, School Readiness Coordinator \$62,210.00 Eleanor Shorter, Accountant Specialist \$10,950.00 Travel-stipence for SR coordinator travel <u>\$ 300.00</u> \$73 460.00	\$73,460.00
200	Personal Services-Employee Benefits Lee Helmerich, School Readiness Coordinator \$16,935.00 Eleanor Shorter, Accountant Specialist <u>\$3,430.00</u> \$20,365.00	\$20,365.00
340	Other Professional Services Portion of Data cost for Bridgeport Attendance system, remainder is in Quality Enhancement	\$5,475.00
590	Other Purchase Services Early Education Centers reimbursement for School Readiness Services	\$12,669,936.00
600	Supplies (Instructional/Administrative/Other) Red folders for Kindergarten transitions	\$700.00
	Subtotal Administrative Cost School Readiness Services	\$100,000.00 \$12,669,936.00
	<b>TOTAL</b>	<b>\$12,769,936.00</b>

**FY 2016 QUALITY ENHANCEMENT ED114 BUDGET FORM**

GRANTEE NAME:	Bridgeport	TOWN CODE:	
GRANT TITLE:	Quality Enhancement Grant Program		
PROJECT TITLE:	Quality Enhancement Grant Program		
ACCOUNTING CLASSIFICATION:	FUND: 11000	SPID: 17097	YEAR: 2016
	PROG:82079	CF1: 170018	CF2:
GRANT PERIOD: 07/01/15 – 06/30/16	AUTHORIZED AMOUNT:\$134,851.00		
AUTHORIZED AMOUNT BY SOURCE:	CURRENT DUE:		
LOCAL BALANCE:	CARRY-OVER DUE:		
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>BUDGET AMOUNT</b>	
111A	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other)	2,826.00	
322	In-service (Professional Development)	35,000.00	
323	Pupil Services		
324	Field Trips		
325	Parent Activities	15,000.00	
330	Employee Training and Development Services	62,525.00	
340	Other Professional Services		
400	Purchased Property Services	18,500.00	
500	Other Purchased Services		
600	Supplies	1,000.00	
700	Property		
	<b>TOTAL</b>	<b>134,851.00</b>	

\_\_\_\_\_ Original Request Date

\_\_\_\_\_ Revised Request Date

\_\_\_\_\_  
*Connecticut Office of Early  
 Childhood Program Manager  
 Authorization*

\_\_\_\_\_ Date of Approval

**Quality Enhancement  
Bridgeport  
Budget Justification  
2014-2015**

111A	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other Portion of School Readiness Coordinator salary not in School Readiness budget	\$2,826.00
322	In-service (Professional Development) Supporting Leaders to Grow Literacy Rich Environments \$15,000.00 Community of Learners ELEP support <u>\$20,000.00</u> <span style="padding-left: 100px;">\$35,000.00</span>	\$35,000.00
325	Parent Activities Family, Friends and Neighbors \$15,000.00 Barnum, Batalla, Dunbar and Roosevelt Family Resource Center and the Parent Center, \$3,000.00each	\$15,000.00
330	Employee Training and Development Services American Red Cross for CPR/First Aid \$21,000.00 Tricia Johnson, R.N. Admin. Of Medication \$7,000.00 Admin. Projects, LLC, Data Support \$19,525.00 National Executive Services Theories of Action \$15,000.00 <span style="padding-left: 100px;">\$62,525.00</span>	\$62,525.00
590	Other Purchase Services Early Care and Education Conference \$17,000.00 All day conference, Holiday Inn, lunch Presenter \$1,500.00 <span style="padding-left: 100px;">\$18,500.00</span>	\$18,500.00
600	Supplies Paper, binder clips, calendar, etc.	\$1,000.00

<b>TOTAL</b>		<b>\$134,851.00</b>
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**PRIORITY SCHOOL READINESS**

**MANAGEMENT AND ACCOUNTABILITY STRUCTURE**

Section 10-16p (g) of the C.G.S. requires each School Readiness community to “*designate a person to be responsible for such coordination, program evaluation and administration and to act as a liaison between the town and the Connecticut Office of Early Childhood.*”

This section must include the following information:

1. The School Readiness Contact Liaison is the person responsible for the management (as defined in General Policy 14-10) of the grant program. Please address the following in your response:
  - Please include a description of how that person carries out the fiscal and program monitoring of sub-grantees. **(Program classroom monitoring must be performed by an Early Childhood Educator with background in classroom practice and ELDS.)**

**The School Readiness Coordinator uses the redesigned Program Monitoring Form to monitor all School Readiness Programs. The first session of monitoring is program administration and documentation. The second monitoring session is the Eleven Quality Components required by the grant. The document has been previously identified as Connecticut School Readiness Preschool Program Evaluation System (CSRPPES) and remains a legislative requirement. The third monitoring session is the classroom visit. This visit reviews the Early Learning Experience Plans (ELEP). Fifty percent (50%) of the classrooms have a review of the ELEP based on the ELEP Rubric. A classroom visit takes place to understand how the implementation from plans to actual classroom practice occurs.**

**Programs are required to send quarterly financial reports, as reported by the budget lines. The programs must also submit the annual audit. They are currently required to account for expenditure of parent fees twice a year.**

- How does the person monitoring the classrooms ensure that sub-grantees adhere to the 11 quality standards (see Section I), program standards, accreditation, and grant policies?

**The newly designed Monitoring Tool includes the 11 Quality Standards, CSRPPES. Using this tool has brought us back to the full review of the Quality Standards. This has been an informative event. Based on visits, the programs have been adhering to the standards, and were actually pleased to demonstrate the work and commitment they have made.**

- How often is each sub-grantee site visited by this person or persons contracted through the School Readiness Council?

The current process of monitoring involves three visits. The first is the administrative review. The second visit is the CSRPPEs, eleven quality standard reviews. The third and last visit is the Early Learning Experience Plans and implementation. Additional reviews and visits can occur if indicated or requested.

- How the visits documented and what are the processes for follow-up? *Please attach an electronic copy of the local monitoring site visit form.*

The documentation of visits is written directly on the Monitoring Tool. The review is sent to the director and/or site coordinator. In large agencies, they would also be shared with the Executive Director. Meetings with directors/site coordinators occur on site after classroom visits to discuss what has been observed. The monitoring documents are placed in binders. The School Readiness Council receives an update at monthly Council meetings.

- If the Liaison identifies issues to be addressed, describe the process to resolve them.

If an issue occurs, a number of events can take place, depending upon the seriousness of the issue. In most instances, issues are small and can be identified to the teacher or director and immediately resolved. If that is not the case, it may need to be brought to the attention of the School Readiness Chairs. They may revisit the program, place a phone call or send a formal letter. The letter would identify the issue, explain why, state the problem and outline remediation plans. If an issue is very serious, the Office of Early Childhood, through the Grants Manager, will be notified. Programs may need to be informed that they will not continue as a School Readiness participant.

2. Who is responsible for ensuring the accuracy of the monthly data submitted, and how is the enrollment and attendance verified?

Bridgeport has a data system called Bridgeport Pre-Kindergarten Attendance System. This is a daily tracking of children's attendance. It allows the identification of children served during the submission report period. The system uses the PKIS as a means to deter identification of non-existing children. Random checks of sign-in sheets and head counts can occur during monitoring or other program visits.

3. **How the Council is kept informed on the status of the grant in relationship to child and program issues identified in the community, as well as the ongoing management process?**

The School Readiness Council is embedded in the Bridgeport Alliance for Young Children (BAYC). This workgroup meets monthly. Included in the monthly meetings are reports from both the School Readiness and the representatives of the Providers Network. The Council receives information and updates about what is happening in early education nationally, statewide (from OEC) and locally. The Providers Network informs the Council of events about local programs, successes and/or difficulties they are experience. Informs the Council of events about local programs, successes and/or difficulties they are experience.

*Please note that the appointment of a fiscal agent other than the grantee does not relieve the grantee of their obligation for the management and accountability of this grant program*

**PRIORITY SCHOOL READINESS**  
**DOCUMENTATION AND EVALUATION**

Under Section 10-16q (a) (11) of the C.G.S., programs funded by School Readiness must address the following assessment measures:

1. How does the applicant recruit new children and families to ensure full utilization of spaces?

**Bridgeport is fortunate to have close to full enrollment. This occurs because the number of families seeking preschool slots exceeds the number of slots that are actually available. Thus far, the addition of an Interdistrict Magnet School has not impacted the enrollment numbers in any significant manner. Many of the programs in Bridgeport have waiting lists. Two events occur in the district that leads to early enrollment are: the release of magnet school applications and the enrollment of the public school preschool programs signal that it is time to start registering for preschool programs.**

**Families will be notified about magnet school acceptances by May. Any shifts or changes in attended slots occur in ample time to assure that programs are full. A robust waiting list also keeps programs fully enrolled.**

**The Bridgeport Office of Early Childhood Education tracks space availability throughout the year. Referrals to open slots can occur instantly**

2. How does the applicant document the progress in the community to increase the numbers of children served and ensure that all eligible children are served?

**The community completes the Needs Assessment every two years. In addition to understanding the needs of how many children still need preschool spaces, the Early Education Community seeks new programs and new spaces. The community actively looks for locations for new expansion, including new construction and renovations. The Early Education Community actively recruits families into preschool. They also participate in a number of community events, assuring visibility of individual programs and of the entire early education community. There are many avenues to deliver the message about the importance of preschool.**

3. What processes and requirements does the School Readiness Council have to ensure that the curriculum and assessment system used by the School Readiness Programs to measure child progress is aligned to the ELDS?  
The monitoring system includes vetting the curriculum used by each program, along with assessment tools. Most programs are utilizing Creative Curriculum. The School Readiness Council requires School Readiness programs to utilize the CTPAF. The Discovery Early Literacy Grant provides funds to license the CTPAF in all classrooms. The administrator has access to the citywide data. This data can be aggregated to inform the council and many others working with early education programs about the progress of children.

**Plans are in place to assist programs in the beginning stages of transition from the Connecticut Preschool Frameworks to the new Early Learning and Development Standards,**

4. How does the School Readiness Council provide oversight, coordination and support for the sub-grantee's measurement of child progress?

**The School Readiness Council/BAYC Workgroup 3 holds a Discovery Early Literacy Grant. The grant includes embedded coaching. It also includes the purchase of licenses for CTPAF for all of the School Readiness classrooms. In addition, the Council has required School Readiness programs to use the CTPAF as the assessment measure. The data received from EASTCONN will be aggregated by Fairfield University. The community will use the data to understand the needs and provide supports.**

5. How is information on the School Readiness Grant goals, outcomes and progress disseminated to the community at-large?

**The School Readiness Council is embedded in the Bridgeport Alliance for Young Children (BAYC). BAYC includes many communities at -large participants. Information concerning outcomes, progress and other events that affect School Readiness are reported monthly at the Workgroup 3/School Readiness Council meeting. There are Quarterly Child Leadership meetings which involve many of the stakeholders.**

6. The Council will assume the responsibility of reviewing and providing feedback to the program on the early learning experience plans utilizing a consultant knowledgeable in such work. The Council is not obligated to submit the learning experience plans to the OEC as part of this application.

**The School Readiness Council provided experienced readers, including members knowledgeable about Early Learning Experience Plans. The requests for Quality Enhancement are directly related to understanding the new Early Learning and Development Standards, and relating them to the ELEPs. There is a Community of Learners being created to assist teachers writing ELEPs.**

**PRIORITY SCHOOL READINESS**

**STATEMENT OF ASSURANCES**

- 1. The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools). Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant.**

*Applicants need only submit the  
Statement of Assurances Signature Page  
with submission of their grant application.*

**PRIORITY SCHOOL READINESS**

**Statement of Assurances**

PROJECT TITLE **School Readiness Grant Program**

THE APPLICANT: Bridgeport School Readiness HEREBY ASSURES THAT:  
(Insert Agency Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant agency;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education, the CSDE and the OEC;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded throughout the entire grant period;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the OEC, including information relating to the project records and access thereto as the OEC may find necessary;
- H. The CSDE and OEC reserve the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state and/or federal funding;
- J. The applicant will protect and save harmless the State Board of Education and OEC from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application for this grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the C.G.S., and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by audit;

L. **Required Language (Non-discrimination)**

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees

to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or

is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**OTHER ASSURANCES**

- M. The grant award is subject to approval of the Connecticut Office of Early Childhood and the availability of state and/or federal funds;
- N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the CGS concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated thereunder are hereby incorporated by reference;
- O. Grant funds should not be committed until an official grant award letter is received;
- P. The grantee agrees to other attestations and special assurances, particular to the requirements of CGS Sections 10-160 through 10-16r for grantees or state agencies that require grantee or subgrantee participation or compliance;
- Q. The signature of the chief elected officials on the Statement of Assurances Signature Page indicates the intent to comply with the provisions referenced in each section. Assurances not agreed to by the chief elected official of the town must be identified on a separate sheet with a rationale for the disagreement; and
- R. The Grantee/applicant acknowledges that funds supporting this contract may be provided by various Federal agencies, including but not limited to the United States Department of Health and Human Services through a number of grants, block grants, and grants-in aid, including, but not limited to the Social Services Block Grant ("SSBG"), Child Care and Development Block Grant (CCDBG) and/or the Temporary Assistance for Needy Families Block Grant (TANF). Each federal block grant has a federal Catalog of Federal Domestic Assistance (CFDA) number, which provides relevant information about federal requirements specific to each block grant. The CFDA numbers are as follows: SSBG - 93.667, CCDBG - 93575 and TANF - 93.558. The Grantee (or Applicant) agrees that it shall communicate the above language to all sub-contractors that perform services as delineated in a subcontract agreement. The Grantee (or Applicant) agrees that it shall also maintain and require all sub-contractors to maintain any necessary data and documentation required for auditing of any of the grant funds.
- S. The Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability with the assurances.
- T. The Office of Early Childhood reserves the right to de-fund subgrantees of the School Readiness Council based on the subgrantee's inability to comply with School Readiness General Policies.
- U. The Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with these assurances.

**PRIORITY SCHOOL READINESS**  
**STATEMENT OF ASSURANCES SIGNATURE PAGE**

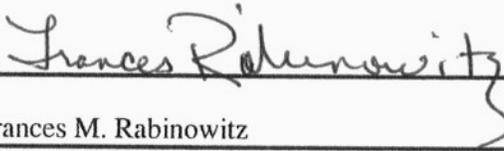
**We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.**

**Signature of Chief Elected Official:** \_\_\_\_\_

Name: (please type) Bill Finch

Title: (please type) Mayor, City of Bridgeport

Date: May 11, 2015

**Signature of Superintendent:** 

Name: (please type) Frances M. Rabinowitz

Title: (please type) Superintendent of Schools

Date: May 11, 2015

**To Be Signed if the Fiscal Agent is other than the Municipality or the School District:**

**Signature of Fiscal Agent:** \_\_\_\_\_

Name: (please type) \_\_\_\_\_

Title: (please type) \_\_\_\_\_

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

**PRIORITY SCHOOL READINESS**

**AFFIRMATIVE ACTION PACKET**

1. The Affirmative Action Certification Form must be signed by the applicant agency's authorized official and submitted with the grant application.

*In accordance with the regulations established by the Commission on Human Rights and Opportunities, each applicant is required to have a complete Affirmative Action Packet on file with the State Department of Education. This grant application contains the "Certification Form" certifying that an Affirmative Action Plan is on file with the State Department of Education. The individual(s) authorized to sign on behalf of the applicant agency must sign the Affirmative Action Certification Form and submit such form with the grant application.*

*Applicants who do not have an Affirmative Action packet on file with the State Department of Education must obtain and submit a completed packet with their grant application. An Affirmative Action packet can be obtained through:*

Connecticut State Department of Education  
Affirmative Action Office  
25 Industrial Park Road  
Middletown, Connecticut 06457  
(860) 807-2101

PRIORITY SCHOOL READINESS

AFFIRMATIVE ACTION CERTIFICATION FORM

AFFIRMATIVE ACTION CERTIFICATION

AN AFFIRMATIVE ACTION PLAN IS ON FILE WITH THE STATE DEPARTMENT OF EDUCATION

I (We), the undersigned authorized official(s), hereby certify that the current Affirmative Action Plan of the applicant organization/agency is on file with the Connecticut State Department of Education. The Affirmative Action Plan is by reference, part of this application.



\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Date May 11, 2015*

\_\_\_\_\_  
*Frances Rabinowitz*

*Name of Authorized Official (please type)*

\_\_\_\_\_  
*Superintendent of Schools*

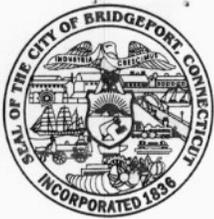
*Title of Authorized Individual*

\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name of Authorized Official (please type)*

\_\_\_\_\_  
*Title of Authorized Individual*



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**  
MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

DAVID M. KOORIS  
Director

COMM. #98-14 Ref'd to ECD&E Committee on 05/18/2015

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

May 13, 2015

Dear City Clerk:

Attached, please find a resolution that would authorize an Affordable Housing Tax Incentive Development Agreement for "Crescent Crossings II," an 84-unit, mixed-income, affordable housing development to be located at 252 Hallett Street. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman  
Director of Neighborhood Development

CC: Mayor Finch  
Andrew Nunn, CAO  
David Kooris, OPED

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 14 A 9:27  
ATTEST  
CITY CLERK

**A Resolution by the Bridgeport City Council  
Authorizing an Affordable Housing Tax Incentive Agreement  
for Crescent Crossings II,  
a Mixed-Income Affordable Housing Development  
at 252 Hallett Street**

**Whereas** Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose;

**Whereas** the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

**Whereas**, consistent with the Statute, the City has established Chapter 3.24 of the Bridgeport Municipal Code, which establishes the City's "Affordable Housing Tax Incentive Development Program";

**Whereas**, Crescent Crossing Phase II, located at 252 Hallett Street (the "Property"), is the second phase in a multi-phased development for the Property, the first phase of which (for 93 units

at a cost of approximately \$32 million) is fully financed (in part with a \$5mm CHAMP award from the State Department of Economic and Community Development, as well as with a \$2.9 mm Infrastructure Grant from the State Department of Housing) and is slated to begin construction in 2015;

**Whereas** Crescent Crossings Phase II represents an approximately \$30 million dollar investment in the new construction of 84 units of affordable housing within a mixed-income development program that shall be for residents anticipated to be earning up to one hundred (120%) percent of the Area's Median Income (the "Project");

**Whereas** the Property, owned by Park City Communities (the "Owner") is to be devoted in part to replacement housing for Marina Village;

**Whereas**, Crescent Crossings LLC (the "Developer"), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to construct the Project and has also made application to the State of Connecticut for Project funding;

**Whereas**, in support of the Project's financial structure, the Developer has requested an Affordable Housing Tax Incentive Development Agreement to establish a predictable and supportable tax payment schedule for the Project;

**Whereas** the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property;

**Whereas**, the Developer has presented OPED with its financial models for the Project, including capital budget, sources and uses, and operating proforma;

**Whereas** OPED finds that the financial model shows reasonable operating expenses, reasonable developer return and required reserves all as per industry standards, and further shows that the Project can support an annual tax payment equivalent to 7.7% of the Project's Stabilized Effective Gross Income which is anticipated to be \$850,227 ("EGI");

**Whereas** the annual tax payment derived from 7.7% of EGI is equal to \$65,520, or approximately \$780 per unit;

**Whereas**, it is in the City's interest to encourage the development of high quality affordable, mixed-income housing;

**Whereas**, the Developer has a solid track record in developing and managing such projects;

**NOW THEREFORE BE IT RESOLVED** that apart from any public housing replacement units, six (6) of the most deeply affordable units in the Project (with three in Phase 1 and three in Phase 2) shall be reserved for veteran's housing;

**BE IT FURTHER RESOLVED** that the Director of OPED or his designee is authorized to negotiate and execute an Affordable Housing Tax Incentive Development Agreement for which the base annual tax payment in the first year of stabilized operation shall amount to no less than \$65,520, or \$780 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 35 years, all as detailed in the attached Exhibit 1 – Tax Payment Schedule for Crescent Crossings II;

**BE IT FURTHER RESOLVED** that OPED shall conduct an audit ("Audit") of the Project to check EGI in March of the 17<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year of the Tax Incentive Development Agreement. If the Audit reveals that there has been an increase in EGI, the City shall increase the Tax Payment due from the Developer to a figure equivalent to 7.7% of the increased EGI, with such increased payment due at the next normally scheduled tax payment subsequent to the Audit and then due every year thereafter until the next Audit;

**BE IT FURTHER RESOLVED** that OPED shall report to the Council on the results of the Audits within one month of completion.

**BE IT FURTHER RESOLVED** that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

**EXHIBIT - Crescent Crossings II Tax Payment Schedule --35 years**  
**Annual Totals Paid in Two 50% Installments due July and January**  
**Annual Escalator 1.03**

Billing Period	TOT ANNUAL TAX PAYMENT	50% Due July	50% Due January
Tax Year #1 After CO	\$ 65,520.00	\$ 32,760.00	\$ 32,760.00
Year #2	\$ 67,485.60	\$ 33,742.80	\$ 33,742.80
Year #3	\$ 69,510.17	\$ 34,755.08	\$ 34,755.08
4	\$ 71,595.47	\$ 35,797.74	\$ 35,797.74
5	\$ 73,743.34	\$ 36,871.67	\$ 36,871.67
6	\$ 75,955.64	\$ 37,977.82	\$ 37,977.82
7	\$ 78,234.31	\$ 39,117.15	\$ 39,117.15
8	\$ 80,581.34	\$ 40,290.67	\$ 40,290.67
9	\$ 82,998.78	\$ 41,499.39	\$ 41,499.39
10	\$ 85,488.74	\$ 42,744.37	\$ 42,744.37
11	\$ 88,053.40	\$ 44,026.70	\$ 44,026.70
12	\$ 90,695.00	\$ 45,347.50	\$ 45,347.50
13	\$ 93,415.85	\$ 46,707.93	\$ 46,707.93
14	\$ 96,218.33	\$ 48,109.16	\$ 48,109.16
15	\$ 99,104.88	\$ 49,552.44	\$ 49,552.44
16	\$ 102,078.03	\$ 51,039.01	\$ 51,039.01
17* (audited)	\$ 105,140.37	\$ 52,570.18	\$ 52,570.18
18	\$ 108,294.58	\$ 54,147.29	\$ 54,147.29
19	\$ 111,543.41	\$ 55,771.71	\$ 55,771.71
20	\$ 114,889.72	\$ 57,444.86	\$ 57,444.86
21	\$ 118,336.41	\$ 59,168.20	\$ 59,168.20
22	\$ 121,886.50	\$ 60,943.25	\$ 60,943.25
23	\$ 125,543.10	\$ 62,771.55	\$ 62,771.55
24	\$ 129,309.39	\$ 64,654.69	\$ 64,654.69
25* (audited)	\$ 133,188.67	\$ 66,594.33	\$ 66,594.33
26	\$ 137,184.33	\$ 68,592.16	\$ 68,592.16
27	\$ 141,299.86	\$ 70,649.93	\$ 70,649.93
28	\$ 145,538.86	\$ 72,769.43	\$ 72,769.43
29	\$ 149,905.02	\$ 74,952.51	\$ 74,952.51
30* (audited)	\$ 154,402.17	\$ 77,201.09	\$ 77,201.09
31	\$ 159,034.24	\$ 79,517.12	\$ 79,517.12
32	\$ 163,805.26	\$ 81,902.63	\$ 81,902.63
33	\$ 168,719.42	\$ 84,359.71	\$ 84,359.71
34	\$ 173,781.00	\$ 86,890.50	\$ 86,890.50
35* (audited)	\$ 178,994.43	\$ 89,497.22	\$ 89,497.22
<b>TOTAL:</b>	<b>\$ 3,961,475.60</b>		

\*Full Tax Estimated at \$1000 per Replacement Unit and \$2500 per market affordable unit



## OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION	
Log ID/Item Number:	#96-14
Submitted by Councilmember(s):	Susan T. Brannelly
Co-Sponsors(s):	Choose an item.
District:	130TH
Subject:	Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amend Sections 8.80.020 and 8.80.050 Prohibited Noise Activities by adding new subsection "C" (10).
Referred to:	Ordinance Committee
City Council Date:	May 18, 2015

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, some exterior commercial dining and entertainment facilities may have exceeded reasonable noise levels; and

WHEREAS, Chapter 8.80, Section 8.80.020 of the Bridgeport Regulations may need to be amended to add a new definition for "exterior liquor service noise";

NOW THEREFORE: it is recommended that:

- I. The Council amend Section 8.80.020-Definitions, by adding after "Emergency Work"

NEW: "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.

- II. Amend Section 8.80.050-Prohibited Noise Activities, by adding after Subsection 9:

NEW: "C. 10 Exterior liquor service noise which exceeds State Class B maximum noise levels."

- III. This ordinance shall be effective when it has been approved by the Commissioner of Energy and Environment (DEEP), as provided in CGS 22a-73.

**Ortiz, Frances**

---

**From:** Brannelly, Susan [susan.brannelly@walgreens.com]  
**Sent:** Tuesday, May 12, 2015 4:58 PM  
**To:** Martinez, Eneida; Vizzo-Paniccia, AmyMarie  
**Cc:** McCarthy, Tom; Brannelly, Susan; Ortiz, Frances  
**Subject:** Noice Ordinance Amendment - exterior noise  
**Attachments:** Noise Ord ResFormFillableForm.docx

Councilmen Martinez and Vizzo-Paniccia,  
Attached is the proposed amendment to our noise ordinance that I am requesting.

There is a chronic problem in our community, specifically on Fairfield Avenue where the commercial and residential areas overlap. The problem arises when the bars & restaurants have loud noise inside (music and crowd noise) and they have full open doors and very large windows. Many times, the front wall of the restaurant is a garage door that opens wide and the music comes pouring out into the street.

This is a problem not only for the residents that leave nearby but also for other restaurants that have a patio and no music.

I respectfully request your consideration as this proposal comes before your committee. I will be submitting it to the City Clerk to put on the agenda for referral this week.

Be Well,

Sue

Susan T. Brannelly BSN CRNI  
General Manager

Walgreens Infusion Services  
100 Trap Falls Road Suite 200  
Shelton, CT 06484

800 205-5467 x 410  
203 683-9310 direct office  
203 395-6866 cell  
203 383-7788 fax



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2015 MAY 13 A 11:17  
ATTEST  
CITY CLERK

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.

NEW:

10. Exterior liquor service noise which exceeds State Class B maximum noise levels."

EFFECTIVE DATE: This ordinance shall be effective when it has been approved by the Commissioner of Energy and Environment (DEEP), as provided in CGS 22a-73.

(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)

RES.# 96-14 Referred to Ordinance Committee on 5/18/2015.

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amend Section 8.80.020 Definitions and Section 8.80.050 Prohibited Noise Activities by adding new subsection (C) (10) are hereby amended as follows:

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.

"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.

"City council" means the city council of the 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.

"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.

"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.

**NEW:**

"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.

"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).

"Motor vehicle" shall be defined as per Section 14-1(26) of the Connecticut General Statutes (revision of 1958 as amended).

"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.

"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.

"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 micronewtons per square meter ( $20 \times 10^{-6}$  Newton/meter<sup>2</sup>), and is expressed in decibels (dB).

"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)

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. 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, 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 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;

**Item #66-14 Consent Calendar**

Amendment to Municipal Code of Ordinances, amended to add new Chapter 10.32 Regulating the Operation or Use of Dirt Bikes, All-Terrain Vehicles, Snowmobiles, Motor-driven cycles, or Mini-cycles.



**Report  
of  
Committee  
on**

**Ordinances**

---

Submitted: MAY 18, 2015

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*66-14 Consent Calendar**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances is hereby amended to include the following new Chapter 10.32- An Ordinance Regulating the Operation or Use of Dirt Bikes, All-Terrain Vehicles, Snowmobiles, Motor-driven cycles, or Mini-cycles as set forth below.

### **NEW:**

Chapter 10.32 - An Ordinance Regulating the Operation or Use of Dirt Bikes, All-Terrain Vehicles, Snowmobiles, Motor-driven cycles, or Mini-cycles.

### **Sections:**

**10.32.010 Definitions.**

**10.32.020 Operations prohibited.**

**10.32.030 Penalties.**

**10.32.040 Posting by motorized recreational vehicle dealer.**

### **Section 10.32.010 Definitions.**

The following words, terms and phrases, when used in this ordinance, shall have the meanings attributed to them in this section:

- (1) "Dirt bike" means a two-wheeled motorized recreational vehicle designed to travel over unimproved terrain and not designed for travel on a highway, as defined in section 14-1 of the Connecticut General Statutes. "Dirt bike" does not include an all-terrain vehicle, as defined in section 14-379 of the general statutes, or a motor-driven cycle, as defined in section 14-1 of the general statutes.
- (2) "Snowmobile" means any self-propelled vehicle designed for travel on snow or ice, except vehicles propelled by sail.
- (3) "All-terrain vehicle" means a self-propelled vehicle designed to travel over unimproved terrain that has been determined by the Commissioner of Motor Vehicles to be unsuitable for operation on the public highways and is not eligible for registration under Chapter 246 of the Connecticut General Statutes.



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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(4) "Operate" means (1) to control the course of or otherwise use a dirt bike, snowmobile, all-terrain vehicle, motor-driven cycle, mini-cycle, or similar vehicle; or (2) being in possession of a dirt bike, snowmobile, all-terrain vehicle, motor-driven vehicle, mini-cycle or similar vehicle on any street or sidewalk in the City of Bridgeport or on any public property, including but not limited to school property, playgrounds and parks, within the City of Bridgeport, or on any private property, within the City of Bridgeport, without first obtaining the written permission of the property owner if the property is not owned by the operator, passenger, and/or owner of the motorized recreational vehicle, if such dirt bike, snowmobile, all-terrain vehicle, motor-driven vehicle, mini-cycle or similar vehicle is capable of being set in motion by the motive power of the vehicle.

(5) "Motor-driven cycle" means any motorcycle, motor scooter, or bicycle with an attached motor, with a seat height of not less than twenty-six inches, and a motor having a capacity of less than fifty cubic centimeters piston displacement.

(6) "Mini cycle" means pocketbikes, miniature (hereafter "mini") bikes, mini cycles, mini sport bikes, mini motorcycles, chopper scooters, and any other similar wheeled vehicle designed to transport one (1) or more persons that is powered by any type of motor.

(7) The terms "dirt bike," "snowmobile," "all-terrain vehicle," "motor-driven cycle," and "mini-cycle" shall not be deemed to include any of the following:

(i.) Any registered "motorcycle" as defined in the C.G.S. § 14-1(46); (h.) Any registered "motor vehicle" as defined in C.G.S. § 14-1(47);

(ii.) Any moped that meets Federal Department of Transportation guidelines for use on streets and is approved by the State of Connecticut Department of Motor Vehicles for use on streets, provided, however, the moped is operated pursuant to all applicable state laws, rules, and regulations and all other City of Bridgeport ordinances;

(iii.) Any wheelchair or similar mobility assisting device utilized by a person with a physical disability or whose ambulatory mobility has been impaired due to age or physical ailment;

(iv.) Any self-propelled snow plow, snow blower or lawn mower when used for the purpose for which it was designed and operated at a speed not to exceed four (4) miles per hour;



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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(v.) Any vehicle owned or leased by the City Of Bridgeport;

(vi.) Any vehicle that is used solely for amusement, or as a novelty display item, and is operated during a parade or any other special event that is properly permitted and approved by the City of Bridgeport shall be excluded from this Article: and

(vii.) Any electric personal assistive mobility device (hereinafter "EPAMD") that is self-balancing, has two (2) non-tandem wheeled devices, is designed to transport only one (1) person, and has an electric propulsion system that limits the maximum speed of the device to twelve and one-half (12.5) miles per hour or less.

For the purposes of Sections (b) and (c) of this ordinance, the terms "dirt bike," "snowmobile," "all-terrain vehicle," "motor-driven cycle," and "mini cycle" as defined in this section, shall be collectively referred to as "motorized recreational vehicle(s)."

**Section 10.32.020 Operations prohibited.**

(1) It shall be unlawful for any person to operate a motorized recreational vehicle and/or for any owner of a motorized recreational vehicle to knowingly permit the operation of his or her motorized recreational vehicle on any street or sidewalk in the City of Bridgeport or on any public property, including but not limited to school property, playgrounds and parks, within the City of Bridgeport.

(2) It shall be unlawful for any person to ride as a passenger on a motorized recreational vehicle and/or for any owner of a motorized recreational vehicle to knowingly permit any person to ride as a passenger on his/her motorized recreational vehicle operated in violation of subsection (1) above.

(3) It shall be unlawful for any person to operate a motorized recreational vehicle, ride as a passenger on a motorized recreational vehicle, and/or for any owner of a motorized recreational vehicle to knowingly permit its operation on any private property, within the City of Bridgeport, without first obtaining the written permission of the property owner if the property is not owned by the operator, passenger, and/or owner of the motorized recreational vehicle.



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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(i) It shall be unlawful to operate a motorized recreational vehicle, to ride as a passenger on a motorized recreational vehicle, and/or for any owner of a motorized recreational vehicle to knowingly permit its operation on private property before 8:00AM or after 7:00PM on weekdays, or before 9:00AM or after 8:00PM on weekends.

(4) It shall be unlawful for any person to operate an EPAMD and/or for any owner of an EPAMD to knowingly permit the operation of his/her EPAMD on any street in the City of Bridgeport, provided, however, an EPAMD may be operated on any public sidewalk and/or crosswalk in the City of Bridgeport. An operator of an EPAMD shall yield to pedestrians and any wheelchair or similar mobility-assisting device as defined within this Ordinance and shall comply with any applicable State of Connecticut laws or regulations.

**Section 10.32.030 Penalties.**

(1) Any person who operates a motorized recreational vehicle in violation of Section (b)(1) of this ordinance, or is the owner of a motorized recreational vehicle who knowingly permits its operation in violation of Section (b)(1) of this ordinance, may be fined a sum not to exceed one-thousand dollars (\$1,000.00), but not less than five-hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one-thousand five-hundred dollars (\$1,500.00), but not less than one-thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two-thousand dollars (\$2,000.00), but not less than one-thousand dollars (\$1,000.00) for any third or subsequent offense.

(2) Any person who rides as a passenger on a motorized recreational vehicle in violation of Section (b)(2) of this ordinance, or is the owner of a motorized recreational vehicle who knowingly permits a passenger to ride on his/her recreational motor vehicle in violation of Section (b)(2) of this ordinance, may be fined a sum not to exceed one-thousand dollars (\$1,000.00), but not less than five-hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one-thousand five-hundred dollars (\$1,500.00), but not less than one-thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two-thousand dollars (\$2,000.00), but not less than one-thousand dollars (\$1,000.00) for any third or subsequent offense.



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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(3) Any person who operates a motorized recreational vehicle in violation of Section (b)(3) of this ordinance, rides as a passenger on a recreational motor vehicle in violation of section (b)(3) of this ordinance, or is the owner of a motorized recreational vehicle who knowingly permits its operation in violation of section (b)(3) of this ordinance may be fined a sum not to exceed one-thousand dollars (\$1,000.00), but not less than live-hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one-thousand five-hundred dollars (\$1,500.00), but not less than one-thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two-thousand dollars (\$2,000.00), but not less than one-thousand dollars (\$1,000.00) for any third or subsequent offense.

(4) Any person who operates a motorized recreational vehicle in violation of Section (b)(3)(i.) of this ordinance, rides as a passenger on a recreational motor vehicle in violation of section (b)(3)(i.) of this ordinance, or is the owner of a recreational motorized vehicle who knowingly permits its operation in violation of section (b)(3)(i.) of this ordinance may be fined a sum not to exceed one-thousand dollars (\$1,000.00), but not less than five-hundred dollars (\$500.00) for a first offense, may be fined a sum not to exceed one-thousand five-hundred dollars (\$1,500.00), but not less than one-thousand dollars (\$1,000.00) for a second offense, or may be fined a sum not to exceed two-thousand dollars (\$2,000.00), but not less than one-thousand dollars (\$1,000.00) for any third or subsequent offense.

(5) Any person who operates an EPAMD in violation of Section (b)(4) of this ordinance, or is the owner of an EPAMD who knowingly permits its operation in violation of section (b)(4) of this ordinance, may be fined a sum not to exceed one-hundred dollars (\$100.00), but not less than fifty dollars (\$50.00) for a first offense, may be fined a sum not to exceed two-hundred dollars (\$200.00), but not less than one-hundred dollars (\$100.00) for a second offense, or may be fined a sum not to exceed three-hundred dollars (\$300.00), but not less than two-hundred dollars (\$200.00) for any third or subsequent offense.

(6) A police officer who observes any person in violation of any subsection of Section (b) of this ordinance may detain such person for purposes of enforcing the provisions of this ordinance and may remove or tow the motorized recreational vehicle in question into the custody of the Bridgeport Police Department, at the owner's expense, pending a disposition of such property by court order or otherwise by law and proof of ownership of such property (i.e., bill of sale). Before the owner or person in charge of any impounded motorized recreational vehicle shall be permitted to remove the



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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vehicle from a vehicle pound, he shall furnish to the operator of such pound, or such other person as the Chief of Police shall designate, evidence of his registration and ownership, shall sign a receipt for such vehicle, and shall pay the cost of impoundment and administration, plus the cost of storage for each day or portion of a day that such vehicle is stored in the vehicle pound in excess of the first twenty-four (24) hours. The operator of such pound shall refuse the release of any motorized recreational vehicle lawfully seized that the Chief of Police has authorized to hold as evidence in a criminal investigation or proceeding. Such operator shall obtain written permission from the Chief of Police on any form or document prescribed by the Chief of Police prior to the release of such impounded motorized recreational vehicle.

**Section 10.32.040 Posting by motorized recreational vehicle dealer.**

Each motorized recreational vehicle dealer offering for sale, lease or rental any motorized recreational vehicle shall post this ordinance in a prominent location at said dealer's place of business.

Any motorized recreational vehicle dealer who violates any provision of this section shall have committed an infraction. For a first violation, the Chief of Police or his authorized agent shall issue a written warning providing notice of the specific violation and the time period within which it shall be corrected. If the motorized recreational vehicle dealer receiving the written warning fails to correct the violation within the time period specified in the warning, the Chief of Police or his authorized agent shall issue a fine of ninety-nine dollars (\$99.00). Any continuing violation that is discovered during any subsequent re-inspection shall result in a fine of ninety-nine dollars (\$99.00). Each re-inspection at which a violation is discovered shall constitute a separate violation.



Report of Committee on Ordinances  
**\*66-14 Consent Calendar**

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**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON ORDINANCES**

Eneida L. Martinez,  
**Co-Chair**

Amy Marie Vizzo-Paniccia,  
**Co-Chair**

Lydia N. Martinez

Mary A. McBride-Lee

Enrique Torres

Jose R. Casco

Melanie A. Jackson

City Council Date: May 18, 2015

**Item# \*74-14 Consent Calendar**

Reappointment of Rev. Simon Castillo (D) to the Police Commission.



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: May 18, 2015**

**Adopted:**

*Fleeta C. Hudson*

**Attest:**

**Fleeta C. Hudson, City Clerk**

**Approved by:**

**Bill Finch, Mayor**



# City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

### \*74-14 Consent Calendar

**RESOLVED**, That the following named individual be, and hereby is, Reappointed to the Police Commission in the City of Bridgeport and that said Reappointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Rev. Simon Castillo (D)  
555 Maplewood Avenue  
Bridgeport, CT 06605

December 31, 2016

\*This will fill a vacancy.

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY  
AND  
TRANSPORTATION**

Michelle A. Lyons  
Michelle A. Lyons, Co-Chair

absent  
Denese Taylor-Moye, Co-Chair

Jack O. Banta  
Jack O. Banta

Richard D. Salter, Sr.  
Richard D. Salter, Sr.

Alfredo Castillo  
Alfredo Castillo

Eneida L. Martinez  
Eneida L. Martinez

Melanie Jackson  
Melanie Jackson

**Item# \*72-14 Consent Calendar**

Agreement with Police, AFSCME, Local 1159  
regarding their bargaining unit contract.



**Report  
of  
Committee  
on  
Contracts**

**Submitted: May 18, 2015**

**Adopted:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*Fleeta C. Hudson*  
**Fleeta C. Hudson, City Clerk**

**Approved by:** \_\_\_\_\_

**Bill Finch, Mayor**



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*72-14 Consent Calendar**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and Police, AFSCME, Local 1159, for the period of July 1, 2012 thru June 30, 2016, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

absent  
Howard Austin Sr., Co-Chair

Milta Feliciano  
Milta I. Feliciano, Co-Chair

Susan Brannelly  
Susan T. Brannelly

James Holloway  
James Holloway

Richard D. Salter Sr.  
Richard D. Salter, Sr.

Alfredo Castillo  
Alfredo Castillo

Melanie Jackson  
Melanie Jackson

## Tentative Agreement

Between  
City of Bridgeport  
And  
Local 1159

The undersigned parties the City of Bridgeport ("City") and Local 1159 ("Union") agree that the following represents their agreement for a four year collective bargaining agreement to expire on June 30, 2016.

1. **WAGES** – Contract years 1- 4 -- 2.5% increase for each contract year. There will be retroactive pay from July 1, 2012 however, that retroactive pay shall reflect a concession by the Union of five (5) days pay which shall be deducted from the retroactive payment(s).
2. **UNIFORM ALLOWANCE**– ADD 2.5 % IN FINAL CONTRACT YEAR – SUNSETS AND RETURNS TO EXISTING NUMBER ON LAST DAY OF THE CONTRACT – SEE BELOW:

**Section 2** – All employees presently employed on the first day of this Agreement shall receive a uniform allowance of nine hundred and twenty-five dollars (\$925.00) to be paid on October 1st of each agreement year to each active member. **Effective October 1, 2015 the uniform allowance shall increase to \$948.13. This increase shall sunset on June 30, 2016 and the uniform allowance shall return to \$925.00.**

3. **MANAGEMENT RIGHTS** – SEE AGREED TO CHANGES BELOW:

**Section 1** - Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel: determined the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; **establish new units, divisions and assignments; modify and/or eliminate units, divisions and assignments; implement performance evaluations to be used to assess qualifications**, acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for non-police services with other units of government and/or private contractors for the provision of non-police services to or by the City; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not

exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act. Conn. Gen. Stat. #7-467, *et seq*). **In the event the City exercises a Management right under this Article it agrees that it has the legal obligation to negotiate the effects, if any, of any such decision with the Union. In the event the Union and City are unable to reach agreement on the issue of effects within thirty (30) days of the City's decision then the effects issue shall be submitted to AAA to be heard by arbitrator Gerald Weiner or Peter Blum. These arbitrators shall rotate in the above discussed order based upon case assignments under this Agreement.**

4. **WORK SCHEDULE CHANGES** –SEE CHANGES BELOW:

(B) The Work Shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.  
Or 12 Midnight to 8:00 a.m.  
"B" Shift - 7:00 a.m. to 3:00 p.m.  
Or 8:00 a.m. to 4:00 p.m.  
"C" Shift - 3:00 p.m. to 11:00 p.m.  
Or 4:00 p.m. to 12 Midnight  
Set Shift – 7:00 p.m. to 3:00 a.m.

**The Chief shall have the discretion to add an additional shift at the time of the discussion of the allocation plan. Said right shall be exercised only once per year and only during the following work hours:**

Shift 9:00 a.m.	to	5:00 p.m.
Or 10:00 a.m.	to	6:00 p.m.
Shift 11:00 a.m.	to	7:00 p.m.
Or 12:00 p.m.	to	8:00 p.m.
Shift 1:00 p.m.	to	9:00 p.m.
Or 2:00 p.m.	to	10:00 p.m.
Shift 9:00 p.m.	to	5:00 a.m.
Or 10:00 p.m.	to	6:00 a.m.

5. **DIRECT DEPOSIT**—To be implemented by the City for all Union personnel after the execution of the collective bargaining agreement.

6. **RETIREE MEDICAL** – Eliminated for all employees hired after the execution of this agreement. In the event an employee is deemed eligible to receive a service connected disability under CMERS said employee shall receive post retirement medical benefits from the City. If an employee is disabled for a non service connected event said employee shall not be eligible for retiree medical benefits from the City.

7. **CONSECUTIVE ABSENCE POLICY** – NEW—SEE BELOW:

a. The procedures of this Section shall be implemented by the City when an employee who has been absent (for either job-related or non-job-related reasons) cannot return to work but no sooner than twenty-six (26) weeks from the date of the initial absence.

b. Upon notification from the City to the employee pursuant to section a. above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of initial absence. The City shall have the right to send said employee to a physician of its choosing if it so desires. In the event the City elects to send said employee to a physician of its choosing then the City shall pay any out of pocket expenses incurred by said employee for this physician appointment. The initial date of absence shall be the first day the employee was unable to report to work due to illness or injury. Successive periods of absence separated by less than three (3) calendar months are considered as the same absence when the illness or injury rendering the employee absent remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of absence. If an employee's physician does not certify that the employee is able to perform without limitation the duties of his position or, if in the opinion of a physician selected by the City, the employee is found to be unable to perform said duties, the City may terminate the employee.

c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained. For such a purpose, the employee shall select the third physician from a list of three physicians (with the appropriate medical specialty) selected by the City's insurance provider. In this conflict of opinion situation the third medical opinion shall prevail.

d. In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.

e. In the event the employee returns to work within eighteen (18) months, the employee shall suffer no loss in continuous service or seniority rights.

8. **PARKING ENFORCEMENT** – See changes below:

The City may hire Parking Enforcement Assistants **during B shift hours** to tag parking violations in the enforcement of parking ordinances ~~in metered parking areas and signed time limit parking areas~~. The employment of said parking enforcement assistants shall not in any way serve as the basis for the elimination of police personnel. If the City seeks to hire more than twelve (12) such Parking Enforcement Assistants, it shall first negotiate with the Union.

9. **BUY BACK** – MEDICAL --- See new language below:

(A) In the event that more than eight employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$2000 per year. The City shall provide notice to the Union of the current number of person opting

out of health benefit coverage every April 1<sup>st</sup>. In the event that less than eight employees waive health benefits, then the payment shall be in the amount of \$500 per year. In addition, the current employees William Miranda and Tijuana Bradley Webb will continue to be eligible for the buyout going forward. Effective July 1, 2015, employees will not be permitted to receive the buyout in the event that they are opting out of the City's plan but are inevitably covered by another employee, i.e. their spouse, in a City plan of any kind, including the Board of Education.

10. **GRIEVANCE DEFINITION** – See changes below:

#### ADJUSTMENT OF GRIEVANCE PROCEDURES

Should any employee, or the Union, feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this agreement, ~~or which are provided for in any statutes, Charter provision, or ordinance, rule or regulation which is not in conflict with this agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination, any matter or condition affecting an employee's health or safety and transfers and/or assignments,~~ adjustment shall be sought as follows:

11. **GRIEVANCE** – TIME TO FILE – REDUCED FROM 45 TO 30 DAYS – See changes below:

(A) The Union shall submit such grievance in writing to the Chief of Police, at the Union President's discretion, or if voted by the majority of the Grievance Committee, which shall be comprised of the Executive Board of the Union, setting forth the nature and particulars of the grievance. Any such grievance must be submitted in writing to the Chief of Police within **thirty (30)** ~~forty five (45)~~ days of the date that the Union or aggrieved employee knew or reasonably should have known of the act which gave rise to the grievance, whichever date is earlier.

12. **AAA TRANSFER** --- 2 ARBITRATORS – WEINER, BLUM – See changes below:

(D) If such grievance is not resolved to the satisfaction of the Union by the ~~Police Board~~ or the Director of Labor Relations as the case may be within five (5) days after such meeting, the Union may present such grievance in writing within ten (10) days thereafter of the written decision by the ~~Board of Police Commissioners~~ or the Director of Labor Relations as the case may be, to the Connecticut State Board of Mediation and Arbitration as provided in Article 11 **except that the Union or Town shall have the right to submit/transfer the grievance to the American Arbitration Association (“AAA”). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency where the grievance is filed/transferred. The parties agree to use Gerald Weiner or Peter Blum as the neutral arbitrator in any grievance that is submitted to the American Arbitration Association. The aforementioned arbitrators shall rotate based on the aforementioned order for any cases they are assigned relative to this Agreement.** Said Board or neutral arbitrator shall hear and

act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. **The transferring party shall pay all costs of the arbitrator and the American Arbitration Association.**

13. **CHIEF TERMINATES** – See changes below: (and other similar language in various sections)

**Section 2** - The Chief or his designee may impose upon any officer discipline, **including suspensions of up to fifteen (15) days suspension without pay**, provided that the Chief or his designee shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief's decision shall be in writing and if a holiday falls within the period of suspension, shall indicate whether the holiday is to be without pay as part of the suspension. **The Chief or Acting Chief may terminate any officer provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief's decision shall be in writing. In the event of termination the terminated officer shall be paid for a period of forty-five (45) days. The parties agree that they shall use best efforts to schedule an arbitration hearing within forty-five (45) days of termination. In addition in accordance with the City's practice terminated employees shall retain medical coverage until an arbitration award is issued. The fifteen (15) days suspension referred to above shall be increased to thirty (30) days upon approval of the U.S. District Court.**

14. **INJURED** – FILE FOR WORKERS COMP – PAY LIMIT – SUPPLEMENT 18 MONTHS—See changes below:

**Section 1** - Employees who are absent from work as a result of a job-related injury or illness, and who are eligible for and receiving payments for disability under the Workers' Compensation Act, shall receive payments for the difference between the Workers' Compensation benefit and their net straight time pay not to not to exceed eighteen(18) months. ~~The City shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of duty, provided Officers must report work injuries that he reports such injury or disability to their his superior officer as soon as they become aware that the injury or disability was suffered in the line of duty., and further provided that he reports the same within one (1) year of the date of injury or disability, and further provided that he establishes through proper evidence and/or witnesses that such injury or disability was suffered in the performance of his duty.~~ Upon receiving a report that any employee has been injured or disabled in the performance of duty, the superior officer shall make an appropriate entry in the departmental records and an appropriate report of same to the clerk of the department on the form provided. Each employee so injured or disabled shall have the right to choose a physician or physicians from a list of approved health care providers on the City of Bridgeport's Workers Compensation Managed Care Plan, as such may be modified from time to time by the plan administrator and approved by the Workers Compensation Commissioner; provided that an employee may continue to treat with a physician or physicians with whom he/she has been

treating where a subsequent injury is a reoccurrence of a prior injury as determined by the Commissioner.

15. **OVERTIME ASSIGNMENTS** – 6 MONTH PILOT – CAN BE DISCONTINUED AFTER SIX MONTHS IN SOLE DISCRETION OF THE CITY – The Pilot shall begin July 1, 2015. During the Pilot all overtime (including special assignments) shall count towards departmental overtime opportunities.

16. **ELIMINATE CAR DOT TESTING LANGUAGE FROM THE CONTRACT**

17. **INSERT CITY MILITARY LEAVE POLICY INTO THE CONTRACT**

18. **INSERT LANGUAGE RE PRACTICE OF VERBAL AND WRITTEN WARNINGS** - Not to be used to support progressive discipline if good behavior and no pending discipline by officer for:

Written warning for 2 years  
Verbal warning for 1 year.

19. **SICK LEAVE** – Beginning July 1, 2015

15 DAYS YEARLY (TO BE EARNED MONTHLY) FOR CURRENT EMPLOYEES – 10 DAYS YEARLY (TO BE EARNED MONTHLY) FOR NEW HIRES

EXISTING EMPLOYEES – 20 DAY MINIMUM PLACED IN INDIVIDUAL ACCRUED TIME

5 DAYS IS THE MULTIPLIER TIMES YEARS OF SERVICE WITH THE FOLLOWING CAPS:

10 YEARS – 50 DAYS

15 YEARS – 75 DAYS

20 YEARS – 100 DAYS AND

25 YEARS OR MORE 120 DAYS

MAXIMUM ACCRUAL IS 230 DAYS. CASH OUT AT RETIREMENT IS 50% OF ACTUAL ACCRUAL

Jessica Tillson shall be red circled for purposes of sick leave and shall have unlimited sick leave. In addition the changes set forth in paragraph seven (7) of this Tentative Agreement shall not apply to Jessica Tillson.

## 20. SENIORITY CHANGES FOR CERTAIN SPECIAL ASSIGNMENTS

(1) Phase out of current members up to and including the rank of Lieutenant in all specialized units except Department Clerk, Chief's Aide, Assistant Chief's Aide, Office of Internal Affairs, SWAT team, Scuba team, Patrol, and Detectives. Phase out to occur as follows (2/3 removal) of each unit covered on January 1, 2016 –no seniority issues – Chief picks, and (1/3) on January 1, 2017 – no seniority – Chief picks.

The above discussed phase out shall not apply to officers who have not completed 3 years in said assignment.

A. K-9: Life of dog – After life of dog, employee is removed from K-9 for (1) year.

(Still Test - Coopers)

B. Chief has the power to remove employees in any specialized unit except K-9 after (3) years for any reason, and prior to (3) years for any just cause.

C. Individuals in the units which are covered by the phase out terms (not excluded) in paragraph 1 must be removed and replaced after (5) years to be measured beginning January 1, 2016. If no one qualified bids, then employee is permitted to stay in the unit for a year with a rebid after (1) year. This rebid process shall repeat yearly until a qualified bid(s) is obtained.

### (2) Assignment Process

-Letters of Interest

-Interview Panel – Union President, Commander of Unit, Deputy Chief with responsibility for Unit. Panel shall submit top 3 candidates to the Chief for selection in the sole discretion of the Chief. In the event 2 or more positions are being filled Panel shall submit one or more additional candidates beyond the top 3. For example if 2 positions are being filled the Panel shall submit the top 4 candidates and the Chief shall choose 2 from the 4 in his sole discretion.

-Interview/Section is comprised of:

-Performance

-Attendance

-Ability

-Special Qualifications

-Discipline (last 5 years only)

-Military Experience

-Education

-Training

\*If all candidates are equally qualified, seniority governs.

(3) Training: If the department offers specialized training related to any of the specialized units covered by the phase out terms of paragraph 1, then in the event (3) or more officers are being offered said training one of the three will be selected on the basis of seniority. The ratio for selection by seniority shall be 3 to 1. Therefore if 6 are selected for said training 2 will be on the

basis of seniority, provided that said individual(s) shall not be selected if they have a poor attendance or disciplinary record within the last five years.

(4) In order to apply for a specialized unit position, an applicant must have completed (2) years of service in the Bridgeport Police Department after probation.

(5) In terms of assessing education in paragraph 2, 4 years of police time is equivalent to 1 year of college. This rule sunsets on January 1, 2024.

(6) Yearly evaluations on employee anniversary beginning in 2015. Five different categories shall be applied for rating level of performance (i.e. Excellent to Poor).

21. **DEPUTY CHIEFS**

The position of Deputy Chief shall be removed from the bargaining unit with the understanding that the four individuals occupying the position currently (Armeno, Baraja, Honis and Radzmirski) shall remain in the Union until the end of their employment. The City shall have sole and complete discretion regarding the filling/replacement of these four Deputy Chiefs positions and the manner utilized by the City.

22. **RETIREE MEDICAL**

In order to be eligible to receive retiree medical benefits a current employee must: (1) complete twenty five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) be deemed eligible for a work related disability pension by CMERS. Any retiree (including a work related disability retiree) shall pay premium share in accordance with the contract between the Union and the City. The Union shall withdraw all grievances and MPPs associated with retiree medical benefits concerning service time with the City.

23. **SICK LEAVE BANK**

The Union shall have the right to set up a sick leave bank to be used for serious illness. In the event the Union wishes to close and/or end the bank it shall either wind down the banked days to zero or simply end the bank with no days redistributed to employees or the City. The Union shall hold the City harmless for any action of any kind taken against the City concerning the aforementioned sick leave bank. The phrase "hold harmless" shall include but not be limited to payment to the City for all reasonable attorney's fees and costs incurred by the City. The Union covenants and agrees that it shall not file any MPP, grievance or action against the City concerning the aforementioned sick leave bank.

Officers in order to be eligible to receive sick time from the sick leave bank must contribute four (4) days of sick time on or before July 1, 2015. Once officers have contributed sick days to the bank the City shall on a one time only basis contribute three hundred and sixty five (365) days to the bank.

24. COOPERS TEST

The City shall have the right to implement a Coopers test in accordance with the language of the collective bargaining agreement (only for employees hired after July 1, 2005 see Article 14 subsections h and i). Said test shall not occur prior to September 1, 2015.

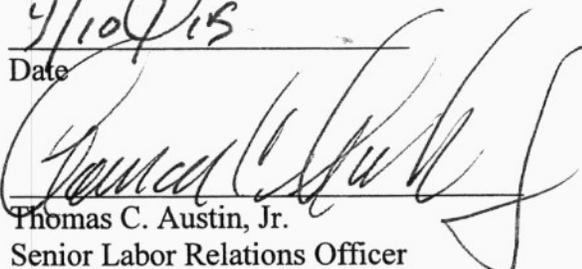
25. PORAC

The City shall pay for fifty percent of yearly liability insurance for each officer employed by the City through the AFSCME/PORAC program. The City shall have no obligation to pay any monies for any officer who is not enrolled in and paying for the AFSCME/PORAC program.

**FOR THE CITY**

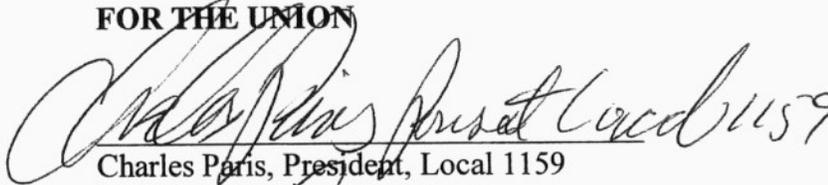
  
\_\_\_\_\_  
Mayor Bill Finch

4/10/15  
Date

  
\_\_\_\_\_  
Thomas C. Austin, Jr.  
Senior Labor Relations Officer

4-10-15  
Date

**FOR THE UNION**

  
\_\_\_\_\_  
Charles Paris, President, Local 1159

April 10, 2015  
Date

\_\_\_\_\_  
Date

**Item# \*73-14 Consent Calendar**

Agreement with NAGE, Local RI-200 regarding their bargaining unit contract.



**Report  
of  
Committee  
on  
Contracts**

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**Submitted: May 18, 2015**

**Adopted:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*Fleeta C. Hudson*  
**Fleeta C. Hudson, City Clerk**

**Approved by:** \_\_\_\_\_

**Bill Finch, Mayor**



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

**\*73-14 Consent Calendar**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and NAGE, Local RI-200, for the period of July 1, 2014 thru January 1, 2018, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

absent  
Howard Austin Sr., Co-Chair

Milta Feliciano  
Milta I. Feliciano, Co-Chair

Susan Brannely  
Susan T. Brannely

James Holloway  
James Holloway

Richard D. Salter, Sr.  
Richard D. Salter, Sr.

Alfredo Castillo  
Alfredo Castillo

Melanie Jackson  
Melanie Jackson

City Council: May 18, 2014



**CITY OF BRIDGEPORT  
AND  
NAGE LOCAL RI-200  
TENTATIVE AGREEMENT**

**1.) Wages**

3.0 % effective 07-01-14

2.5% effective 01-01-17

2.5 % effective 01-01-16

2.0% effective 01-01-18

**2.) Concessions**

All members of NAGE Local RI-200 will have the agreed upon value of no more than three (3) days deducted from their retroactive wage payment. The union members are responsible for the City of Bridgeport receiving the full value of the no more than three (3) work days. No union member will have a negative retro-active effect. This amount will be calculated toward the pension.

**3.) Reclassification Committee**

Within sixty (60) days of the final approval of the Collective Bargaining Agreement, both parties shall commence a reclassification committee. The committee will discuss the following job titles: Cafeteria Aide, Custodian I, Security Guard, Civilian Detention Officers, Zoning Inspector, Clerical, Library, Special Officers and Program Coordinators.

**4.) No Post Employee Medical Benefits**

Health Benefits: Any employee hired after May 1, 2015 will not be eligible to receive post-employment medical benefits regardless of the service time the employee has with the City.

**5.) Affordable Care Act Re-opener**

Health Benefits: Anytime during the 2016 calendar year, the parties agree, that with a two week notice by either party, to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the benefit for which it is seeking to reopen the agreement and the date on which the City learned of the issue.

**OVER**

**6.) Security Guard Uniforms**

Security Guards will be given four (4) pairs of uniform pants and 4 uniform shirts, the type and design to be determined solely by the City of Bridgeport, every calendar year. The process by which the employees receive the pants and shirts will be determined solely by the City of Bridgeport.

**7.) Sub-Contracting**

The City agrees that it will not contract or sub-contract any work presently being performed by employees in the bargaining unit. This shall not prevent the City from contracting or sub-contracting for supplementary or emergency service which employees in the bargaining union are unable to perform during their regular hours of work. This article will not impact any positions, dealing with security at Margaret Morton Government Center, City Hall, 45 Lyon Terrace and the Health Department.

**8.) Job Postings**

Article 14.2 (When a promotional vacancy exists in a classified non-competitive position within a department, the senior employee within the department, if qualified, and if bidding, shall be given the first opportunity to fill the vacancy. If the employee refuses the opportunity or is found to be not qualified, the opportunity shall go to the next senior employee. The position vacancy shall be posted, where employees customarily assemble and in a conspicuous place, in the department for five (5) days): add language at the end of this article, " and on the appropriate Personnel department's website."

CITY OF BRIDGEPORT

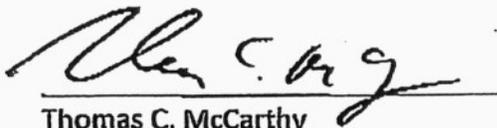
NAGE, LOCAL RI-200

  
Bill Finch, Mayor

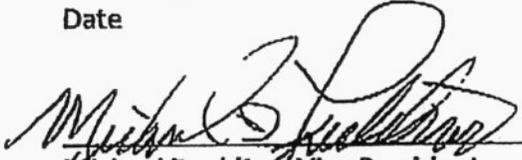
3/20/15  
Date

  
Dwayne Harrison, President

3-20-2015  
Date

  
Thomas C. McCarthy  
Deputy Director of Labor Relations

3/20/2015 (TC)  
Date

  
Michael Freddino, Vice President

3-20-15  
Date

**Item# \*83-14 Consent Calendar**

Energy Services Agreement with Bridgeport  
Microgrid, LLC for the City Hall Microgrid Project.



**Report  
of  
Committee  
on  
Contracts**

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Submitted: May 18, 2015

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

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

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

## **\*83-14 Consent Calendar**

**RESOLVED**, that the attached Energy Services Agreement for the City Hall Microgrid Project to be entered into between the City of Bridgeport and Bridgeport Microgrid, LLC; and to authorize and empower the Mayor to execute such agreement substantially as submitted/presented in final form satisfactory to the City's CAO, Director of Public Facilities, Finance Director and City Attorney; and to authorize and empower the Mayor and other appropriate City officials take all reasonable and necessary implementation actions to effectuate the agreement.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

absent  
Howard Austin Sr., Co-Chair

Milta Feliciano  
Milta I. Feliciano, Co-Chair

Susan Brannelly  
Susan T. Brannelly

James Holloway  
James Holloway

Richard D. Salter Sr.  
Richard D. Salter, Sr.

Alfredo Castillo  
Alfredo Castillo

Melanie Jackson  
Melanie Jackson

## Contract Summary

Project Title: **Bridgeport City Hall Microgrid Project**

Department Submitting Information: Public Facilities

Contact Name: John F. Cottell Jr.

Phone Number: 203-576-7851

### Project Summary:

The City of Bridgeport is entering into an agreement with Bridgeport Microgrid, LLC to Design, Build and Operate a Microgrid capable of independent operation (island mode) and grid connected operation providing electrical service to City Hall, Police Headquarters and the Senior Center along with thermal energy servicing City Hall, Police Headquarters and others as appropriate.

The Microgrid will incorporate 795 KW generating capacity consisting of three natural gas reciprocating engine/generator sets in a containerized system. In addition a 250 KW backup diesel generator will be installed and electrically connected. A 200 ton absorption chiller along with necessary heat exchangers and piping will be installed to utilize the waste heat energy for heating and cooling.

This is a twenty year project that is to provide electrical resiliency to the connected buildings while supplying electric and thermal energy that is comparable to United Illuminating costs. Funding will be from operational funds that would have been used for electrical and natural gas services.

**BRIDGEPORT CITY HALL MICROGRID PROJECT**  
**ENERGY SERVICES AGREEMENT**

PREAMBLE:

This Energy Services Agreement is entered into as of \_\_\_\_\_, 2015 (the "Contract Date") between the City of Bridgeport, having an address of 45 Lyon Street, Bridgeport, Connecticut 06604 ("City"), and Bridgeport MicroGrid, LLC, having an address of c/o OR&L Construction, 2 Summit Place, Branford, Connecticut 06067 ("Provider", and together with the City, each, a "Party" and together the "Parties").

WITNESSETH:

WHEREAS, City desires to install and operate a MicroGrid System described in Exhibit B for generating and delivering electric power and thermal energy to buildings described in Exhibit A (the "Sites" and separately the "Electric Sites" and the "Thermal Sites" as designated in Exhibit A) for the purpose of providing electrical resiliency to the City through the generation and provisioning of electric power to the City Hall, Police Station and Senior Center and thermal energy to the City Hall, Police Station and the Former Eisenhower Center;

WHEREAS, the City selected Provider to assist the City in developing the MicroGrid System;

WHEREAS, the City has entered into an agreement with the State of Connecticut Department of Energy and Environmental Protection ("DEEP") for a grant to assist with funding the MicroGrid System;

WHEREAS, Provider shall design and install the MicroGrid System, operate and maintain a portion of the MicroGrid System and own a portion of the MicroGrid System as more fully set forth herein;

WHEREAS, the City will operate and maintain a portion of the MicroGrid System and own a portion of the MicroGrid System as more fully set forth herein;

WHEREAS, as part of the MicroGrid System, Provider shall own the three Natural Gas Generators, the Absorption Chiller and heat exchangers (as defined below and described in Exhibit B) and operate the Natural Gas Generators, Absorption Chiller and heat exchangers on behalf of the City to provide electric power and thermal energy to the Sites, as more fully set forth herein; and

WHEREAS, as part of the MicroGrid System, the City will own and operate a Standby Diesel Generator as defined below and described in Exhibit B for the purpose of generating and delivering standby electric power to the Sites.

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NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

*"Absorption Chiller"* means the 200 ton Absorption Chiller described in Exhibit B.

*"Affiliate"* means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

*"Agreement"* means this Energy Services Agreement, including the Exhibits attached hereto and incorporated herein by reference.

*"Applicable Law"* means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

*"Approvals"* has the meaning set forth in Section 9.2.

*"Arbitrator"* has the meaning set forth in Section 15.2.

*"Assignment"* has the meaning set forth in Section 16.

*"Business Day"* means any day other than Saturday, Sunday or any other day on which banking institutions in Connecticut are required or authorized by Applicable Law to be closed for business.

*"Capacity Fee"* has the meaning set forth in Section 8.1.

*"Capacity Payment"* has the meaning set forth in Section 8.1.

“*City*” has the meaning set forth in the preamble hereof.

“*City Default*” has the meaning set forth in Section 14.2.

“*City Hall*” means the City of Bridgeport City Hall located at 45 Lyon Street, Bridgeport, Connecticut 06604

“*City Indemnified Parties*” has the meaning set forth in Section 19.1.

“*Completion Notice*” has the meaning set forth in Section 3.15.

“*Confidential Information*” has the meaning set forth in Section 18.

“*Construction Work*” means the construction and installation of the MicroGrid System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, performed by or for Provider on the MicroGrid Premises.

“*Contract Date*” has the meaning set forth in the preamble hereof.

“*Contract Price*” has the meaning set forth in Section 8.3.

“*DEEP*” means the Connecticut Department of Energy and Environmental Protection.

“*DEEP Grant*” means the grant from DEEP described in Section 1.3

“*DEEP Grant Agreement*” means the agreement between DEEP and the City attached hereto as Exhibit C.

“*Default Rate*” means a rate per annum equal to the lesser of (a) ten percent (10%) and (b) the maximum rate allowed by Applicable Law.

“*Dispute*” has the meaning set forth in Section 15.1.

“*Early Termination Date*” has the meaning set forth in Section 4.1.

“*Electric Sites*” has the meaning set forth in Exhibit A.

“*Expiration Date*” has the meaning set forth in Section 4.1.

“*Force Majeure Event*” has the meaning set forth in Section 11.01.

“*Former Eisenhower Center*” means the building located at 263 Golden Hill Street, Bridgeport, Connecticut.

*"Fuel Fee"* has the meaning set forth in Section 8.1.

*"Governmental Approval"* means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

*"Governmental Authority"* means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

*"Indemnified Party"* has the meaning set forth in Section 18.03(a).

*"Indemnifying Party"* has the meaning set forth in Section 18.03(a).

*"Indemnified Persons"* means the City Indemnified Parties or the Provider Indemnified Parties, as the context requires.

*"Lender"* has the meaning set forth in Section 16.3.

*"Liens"* has the meaning set forth in Section 9.1.

*"Losses"* means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

*"MicroGrid Premises"* means the location of MicroGrid System as described in Exhibit A including the cabling area interconnecting the MicroGrid System to the Sites.

*"MicroGrid System"* means the MicroGrid System described in Exhibit B and consists of the Natural Gas Generators, heat exchangers, Standby Diesel Generator, conduit, conductors (wires), transformers, inverters, switch gear, heat exchangers, pipe, interconnection infrastructure and other equipment that allows the Natural Gas Generators and heat exchangers to service the Sites and to send and receive electrical power to the Utility.

*"Minimum Power Guarantee"* has the meaning set forth in Section 9.2(g).

*"Monitoring Equipment"* has the meaning set forth in Section 3.16.

*"Monthly Invoice Date"* means the first Business Day of each of calendar month.

*"Monthly Period"* means each calendar month during the Term.

*“Natural Gas Generators”* means the three natural gas generators described in Exhibit B.

*“Notice of Claim”* has the meaning set forth in Section 19.3.

*“Operations and Maintenance Agreement”* has the meaning set forth in Section 3.11.

*“Operations Date”* has the meaning set forth in Section 3.15.

*“Operations Demarcation Point”* means the point(s) in the MicroGrid System where the responsibility for maintenance and repair of the MicroGrid System transfers from the Provider to the City. The Operations Demarcation Point will be designated pursuant to Section 5.10.

*“Ownership Demarcation Point”* means the point(s) in the MicroGrid System where the ownership of the MicroGrid System transfers from the Provider to the City. The Ownership Demarcation Point will be designated pursuant to Section 2.1.

*“Party” or “Parties”* has the meaning set forth in the preamble hereof.

*“Person”* means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

*“Police Station”* means the City of Bridgeport Police Station located at 300 Congress Street, Bridgeport, Connecticut

*“Power”* means the supply of electrical energy output from the Natural Gas Generators.

*“Power Payment”* has the meaning set forth in Section 8.1.

*“Provider”* has the meaning set forth in the preamble hereof.

*“Provider Default”* has the meaning set forth in Section 14.1.

*“Provider Indemnified Parties”* has the meaning set forth in Section 19.2.

*“Renewable Energy Benefits”* has the meaning set forth in Section 6.3.

*“Representative”* has the meaning set forth in Section 18.1.

“*Senior Center*” means the New Eisenhower Senior Center located at 307 Golden Hill Street, Bridgeport, Connecticut

“*Service Charge*” has the meaning set forth in Section 8.1.

“*Standby Diesel Generator*” means the diesel generator described in Exhibit B.

“*Sites*” means the City Hall, Police Station and Senior Center.

“*System Acceptance Testing*” has the meaning set forth in Section 3.15.

“*System Installation Period*” means the period from (and including) the date that Provider (or its subcontractors) commences physical installation of the MicroGrid System on the Sites to (but excluding) the Operations Date.

“*System Operations*” means the operation, maintenance and repair of portions of the MicroGrid System performed by or for Provider during the Term, as more particularly described in Section 5.1.

“*System Test Requirements*” has the meaning set forth in Section 3.15.

“*Term*” has the meaning set forth in Section 4.1.

“*Thermal Credit*” has the meaning set forth in Section 8.2

“*Thermal Sites*” has the meaning set forth in Exhibit A.

“*Thermal Volume*” has the meaning set forth in Section 8.2

“*Utility*” means the local electric distribution company that provides electric transmission and distribution services to City at the Electric Sites, in this case the Utility is United Illuminating.

- 1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation”. The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Exhibits”, “Articles” and “Sections” refer to Exhibits, Articles and Sections of this Agreement.

1.3 State of Connecticut Grant Agreement. The parties acknowledge that the City is receiving a grant from DEEP for portions of the MicroGrid System and such grant requires that certain terms and conditions be incorporated into this Agreement which are set forth in the DEEP Grant Agreement. The parties agree that the terms and conditions of the DEEP Grant Agreement are hereby incorporated herein and to the extent such terms conflict with the terms herein, the terms of the DEEP Grant Agreement shall control. The DEEP Grant Agreement is attached hereto as Exhibit C.

2. MICROGRID OVERVIEW

2.1 Ownership. The City shall own all of the components of the MicroGrid System except for the Natural Gas Generators, the Absorption Chiller and heat exchangers. Provider shall own the Natural Gas Generators, the Absorption Chiller and heat exchangers. The Ownership Demarcation Point will be designated on Exhibit B.

2.2 Design, Construction, Installation and Testing. Provider, at its cost and expense, shall be responsible for the design, construction, installation and System Acceptance Testing of the MicroGrid System as more fully set forth herein.

2.3 Operation and Maintenance. The Provider, at its expense, shall operate and maintain the MicroGrid System from the Natural Gas Generators to the Operations Demarcation Point which includes the Absorption Chiller and the heat exchangers.

2.4 Procurement of Equipment. The Provider and the City shall coordinate the procurement of all equipment to be installed into the MicroGrid System. Provider shall not procure any equipment without the prior consent of the City. Further, Provider and the City shall determine for each equipment item or group of equipment items whether the Provider or the City shall be responsible for the costs of the equipment. The City shall only be responsible to pay for the costs of equipment allowed to be funded under the DEEP Grant. Provider shall be responsible for the costs of all equipment not funded under the DEEP Grant.

2.5 Procurement of Fuel. The City shall procure natural gas for the Natural Gas Generators in the manner set forth herein.

2.6 Payments. Provider shall be paid a monthly Capacity Payment as set forth herein. The Capacity Payment is intended for Provider to recover its costs of the design, construction, installation and Acceptance Testing of the MicroGrid System and for Provider to recover its cost of procuring the equipment for the MicroGrid System not paid for by the DEEP Grant. Provider shall also be paid a Maintenance Fee for operating and maintaining the MicroGrid System on Provider's side of the Operations Demarcation Point.

For costs that are paid for by the DEEP Grant, Provider shall pay such costs and then City shall reimburse Provider upon City's receipt of funds from DEEP under the DEEP Grant.

- 2.7 The Parties acknowledge that other costs may be incurred for the installation of the MicroGrid System such as permitting fees. The Provider shall be responsible for such other costs except as such costs may be paid from the DEEP Grant.

3. DESIGN, CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Prior to execution of this Agreement, City has given Provider access to the MicroGrid Premises and the Sites to verify field conditions, and City has made appropriate staff available to answer questions and provide information required by Provider to support the detailed design process. Based on the information provided by City to Provider and Provider's inspection and verification of field conditions at the Sites, Provider has made an independent determination that the MicroGrid Premises and Sites are appropriate and adequate for the installation and operation of the MicroGrid System. City makes no representation or warranty that the information provided to Provider is sufficient for Provider to determine whether the MicroGrid Premises or Sites are adequate to install and operate the MicroGrid System. With respect to the information provided to Provider, City limits any and all representations and warranties to the fact that the information provided to Provider is the most up-to-date and accurate information in City's possession to the best of City's knowledge and belief.

3.2 Prior to commencing the System Installation Period, Provider shall provide to City:

- (a) an analysis from a Professional Engineer stating that the design of the MicroGrid System will not adversely affect the MicroGrid Premises, the Sites or any existing buildings on the Sites;
- (b) an analysis from a Professional Engineer stating that the land and soils existing at the MicroGrid Premises are adequate to support the MicroGrid System; and
- (c) verification that Provider has completed all Call Before You Dig requirements of any Governmental Authority.

3.3 Prior to commencing the System Installation Period, Provider will provide City with a proposed estimated installation schedule and an estimated Operations Date. City shall have the opportunity to review and approve the proposed installation schedule and the Operations Date, provided however, that such approval shall only be withheld by City upon a reasonable showing that the City will be materially harmed by such installation schedule and Operations Date. City shall have three (3) business days to review and comment on the installation schedule

and Operations Date or the proposed installation schedule and Operations Date will be considered approved. Provider will notify City of any material changes to the proposed estimated installation schedule and any revisions to the estimated Operations Date during the System Installation Period. City's approval of any proposed installation schedule and Operations Date by Provider under this Section 3.3 shall not be deemed a waiver by City of any installation or Operations Date deadlines set forth elsewhere in this Agreement.

- 3.4 Prior to execution of this Agreement, Provider and City have agreed to the minimum size (in kw) of the MicroGrid System being installed, the type and manufacturer of the Natural Gas Generators being installed, the type, manufacturer and capacity of the inverters (if required) being installed, the type and manufacturer of the Absorption Chiller and heat exchangers being installed, the specifications relating to System Acceptance Testing and the location of the MicroGrid System. The agreed upon MicroGrid System specifications shall be attached and incorporated into Exhibit B, as appropriate, and System Acceptance Test Requirements shall set forth in Exhibit D. The Provider shall include within Exhibit A a schematic drawing showing an aerial depiction of the MicroGrid System locations on the MicroGrid Premises, the Ownership Demarcation Point and the Operations Demarcation Point. Further, within Exhibit A, the Provider shall provide a drawing demonstrating the proposed method of electric interconnection of the MicroGrid System to the City Hall, Police Station and Senior Center, the thermal interconnection of the output from the Absorption Chiller to the City Hall and Police Station and the thermal interconnection of the output from the heat exchangers to the City Hall, Police Station and the Former Eisenhower Center. Provider shall not make any material change to the location of the MicroGrid System or the MicroGrid System requirements set forth in Exhibit A or Exhibit B, unless approved by City, whose approval shall not be unreasonably withheld. If Provider proposes a change to the MicroGrid System location or MicroGrid System requirements, City shall respond to reject or approve within three (3) days. Failure by City to respond within three (3) days will be deemed a City approval. The Parties acknowledge that any change to the MicroGrid System requirements or the MicroGrid Premises location for the MicroGrid System may require approval of the Utility.
- 3.5 Prior to commencing the System Installation Period, if Provider determines in its sole discretion that a pre-installation condition set forth in this Section cannot be satisfied, or that the MicroGrid System cannot be installed on the MicroGrid Premises because the land is inadequate, unavailable or inhospitable to support the MicroGrid System, the Sites electrical systems are inadequate to accept Power from the MicroGrid System, or architectural, environmental, archeological and other requirements are discovered that would add to the cost of the MicroGrid System, Provider will notify City that the MicroGrid System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; provided however, that the Parties may agree to amend this Agreement to accommodate a revised, feasible

MicroGrid System in which case the Parties shall agree to a revised MicroGrid System design and execute an amendment to this Agreement.

- 3.6 Construction Work. City hereby grants to Provider access to and the right to use portions of the MicroGrid Premises upon which to locate the MicroGrid System solely for purposes of installing and maintaining the MicroGrid System and owning the Natural Gas Generators, the Absorption Chiller and heat exchangers. Provider will cause the MicroGrid System to be designed, engineered and installed substantially in accordance with the terms of this Agreement. Upon completion of the MicroGrid System installation, Provider shall provide City with an as-built engineered drawing of the MicroGrid System. The as-built drawing shall include the Ownership Demarcation Point and the Operations Demarcation Point.
- 3.7 During the System Installation Period, Provider shall use all reasonable commercial efforts to minimize any inconvenience and interference to City. Provider shall perform all installation work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday in a manner that minimizes inconvenience to and interference with City and City's employees, invitees, agents and contractors and City's use of the Sites, to the extent commercially practical. Should Provider require installation work to be performed at some other time, Provider shall seek the approval of City, such approval not to be unreasonably withheld. Provider shall use all reasonable commercial efforts to minimize any interruptions or outages in utility services (including electricity) during the installation of the MicroGrid System and shall provide reasonable prior notice to City when Provider expects an interruption or outage in utility services. City shall have the right to monitor Provider's installation of the MicroGrid System, and City's engineers or consultants shall have the right to consult with Provider regarding Provider's installation methods and procedures.
- 3.8 Provider shall furnish directly, or through subcontractors or suppliers, all professional expertise, management, labor, materials, supplies, fixtures, technology, equipment, skills, tools and machinery, testing and supervision, for the installation of the MicroGrid System on the MicroGrid Premises.
- (a) Provider may hire subcontractors by subcontracting the performance of any part or all of the services Provider is obligated to provide hereunder. All subcontractors so engaged by Provider shall be required by contract to have all permits, licenses, insurance and registrations required to perform the services subcontracted to them. Provider shall be responsible to City to ensure that all such subcontractors follow City access protocols, including sign-in, security and safety orientation. Provider shall be responsible to City for actual, direct damages caused by subcontractor's negligence. A subcontractor's action, inaction or breach of contract with Provider shall not be a valid excuse or defense to Provider's breach of this Agreement,

unless such subcontractor action, inaction or breach was caused by or constitutes a Force Majeure event.

- (b) Provider shall provide City with (a) the identification of all subcontractors to be engaged by Provider, and (b) evidence that such subcontractors have obtained and will maintain insurance as required herein.
  - (c) City shall have the right to require the removal from the Sites of any subcontractor or the agents, employees or subcontractors of such subcontractor, who, in City's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.
  - (d) Provider and its subcontractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all applicable laws. If City has a published safety program, then Provider shall cause the work to be carried out in accordance with such safety program, a copy of which shall be appended hereto as an additional exhibit prior to commencing the System Installation Period.
- 3.9 Provider shall have full responsibility for all aspects of the design and construction of the MicroGrid System in accordance with this Agreement.
- 3.10 The Provider and the City shall coordinate the procurement of all equipment to be installed into the MicroGrid System. Provider shall not procure any equipment without the prior consent of the City. The City shall only be responsible to pay for the costs of equipment allowed to be funded under the DEEP Grant. Provider shall be responsible for the costs of all equipment not funded under the DEEP Grant.
- 3.11 Provider shall be responsible for the interconnection of the MicroGrid System to the electrical system of each Electric Site. Provider, on behalf of the City, shall be responsible for the physical interconnection of the MicroGrid System to the Utility. Provider shall be responsible for the delivery of thermal energy from the Absorption Chiller and heat exchangers to the Thermal Sites and installing all necessary equipment at each Thermal Site to exchange thermal energy with the MicroGrid System. The interconnection switch gear and thermal infrastructure (including valves, meters, pipes, controls and other equipment) shall be maintained by Provider under a separate maintenance agreement entered into between the Provider and City as set forth in Exhibit E (the "Operation and Maintenance Agreement"). The protection relays and controls will not be included in the Operation and Maintenance Agreement. As part of the design of the MicroGrid System, Provider and City shall mutually agree to an Operations Demarcation Point(s). Provider shall at all times own and be responsible for the operation, maintenance and repairs of the equipment on its side of the Operations Demarcation Point(s) pursuant to the Operation and Maintenance Agreement.

City shall at times own and be responsible for the operation and maintenance of the equipment on its side of the Operations Demarcation Point(s).

- 3.12 During the System Installation Period and thereafter, Provider agrees and shall cause its Contractors to agree, as follows:
- (a) To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials;
  - (b) To remove all debris, extra materials, scaffolding, tools, machinery and other installation materials from the MicroGrid Premises and other work areas at the conclusion of the System Installation Period; and
  - (c) To use and dispose of any “hazardous materials” as defined in any applicable federal or state environmental laws brought to the MicroGrid Premises in connection with the services being performed hereunder in accordance with all applicable laws.
- 3.13 Permits and Other Approvals. Prior to commencing the MicroGrid System Installation Period, Provider, either in its own name or in the name of the City, shall apply for, pay for (except as agreed to by the City and paid for by the DEEP Grant), and obtain all necessary construction and other permits from all applicable Governmental Authorities including land use permits, environmental permits, regulatory approvals, building permits, and demolition and waste disposal permits. City shall cooperate with Provider in its undertaking to obtain necessary approvals from the Utility to provide electrical service to the MicroGrid System on behalf of the City. If the Utility fails to provide such electrical service, Provider may, at Provider’s option, terminate this Agreement by written notice given to City. City shall use commercially reasonable efforts, at no material cost or expense to City (except as agreed to by the City and paid for by the DEEP Grant), to cooperate with Provider in its undertaking to obtain the necessary local Governmental Approvals. If any applicable Governmental Authority does not provide the necessary Governmental Approvals, Provider may, at the Provider’s option, immediately terminate this Agreement upon written notice that such application for permit has not been accepted or such permit has been denied by written notice given to City. The failure of Provider to obtain any required Governmental Approval shall not constitute a Provider Default. Prior to filing an application with a Governmental Authority for a Governmental Approval, City shall be provided an opportunity to review and approve the filing, provided, however, that such approval shall only be withheld by the City upon a reasonable showing that the City will be materially harmed by such filing including that the current or planned use of the Sites by City will be materially affected. City shall respond to reject or approve within three (3) days. Failure to by City to respond within three (3) days will be deemed a City approval.
- 3.14 Provider shall provide City with all documentation under Provider’s control that the Utility requires by its Tariff to demonstrate that the MicroGrid System complies with the requirements of the Utility’s interconnection standards.

3.15 System Acceptance Testing.

- (a) Provider shall utilize an independent third party technical expert to test that the MicroGrid System is properly installed and operating after completion of the Construction Work (“System Acceptance Testing”). Provider shall notify City not less than five (5) days prior to the anticipated date of System Acceptance Testing. The independent third party technical expert shall not be an equipment supplier or a subcontractor used by Provider during the design, installation, or construction of the MicroGrid System.
- (b) If the results of such System Acceptance Testing indicate that the MicroGrid System is capable of generating electric energy and thermal energy (both hot and cold) (the “System Test Requirements”) using the MicroGrid System’s meters and instruments that have been installed to the electrical system at each of the Electric Sites and to the thermal systems of each of the Thermal Sites, then Provider shall send a written notice to that effect to City (a “Completion Notice”) accompanied by a copy of the results of the System Acceptance Testing. The “Operations Date” shall be the Date of City’s receipt of the Completion Notice. Provider shall use reasonable efforts to issue a Completion Notice on or before July 1, 2016.
- (c) If Provider fails to deliver to City a Completion Notice on or before July 1, 2016, unless such delay is caused by Force Majeure or by City, City may, at its sole and absolute discretion, terminate this Agreement without having further obligations under this Agreement. Upon termination under this subsection, provider shall remove all material, equipment, personnel, and subcontractors from the MicroGrid Premises and restore the MicroGrid Premises to a condition commensurate with the condition of the MicroGrid Premises prior to the Contract Date. City may waive the Completion Notice deadline set forth herein only in a writing which is signed by City and which specifically references that City is waiving the Completion Notice deadline set forth in this subsection.
- (d) During the System Installation Period, Provider may test the MicroGrid System, and, so long as Provider has properly installed all necessary electric connections to the electrical systems of the Electric Sites and all necessary thermal energy equipment at the Thermal Sites, City shall accept delivery of any Power or thermal energy resulting from such testing during the System Installation Period. There shall be no charge to City for Power or thermal energy delivered from the MicroGrid System during the System Installation Period.

3.16 Internet Connection. If requested by Provider, City hereby grants to Provider the right to connect the MicroGrid System monitoring equipment (“Monitoring

Equipment”) to the necessary intranet and/or internet networks of City so that it is possible for Provider to remotely monitor the production by the MicroGrid System. City will provide Provider with a working Ethernet connection to an intranet and/or internet network, in the area of electrical equipment.

4. TERM AND TERMINATION.

4.1 Term. The Term shall commence on the Contract Date and shall continue for a period of twenty (20) years after the Operations Date (the “Term”), unless and until terminated earlier pursuant to the provisions of this Agreement. The date this Agreement terminates by reason of the expiration of the Term is hereinafter referred to as the “Expiration Date.” Any other date on which this Agreement terminates in accordance with the terms hereof is hereinafter referred to as the “Early Termination Date.” City, at its absolute and sole discretion, may extend the Term of this Agreement for an additional five (5) years subject to an agreement on the Power Payment as set forth in Section 8.1.

4.2 Agreement Expiration Procedure. Prior to ninety (90) days before any scheduled expiration or termination of this Agreement, Provider and City shall commence discussions regarding procedures, schedules and costs required of Provider to transfer title of the Natural Gas Generators, the Absorption Chiller and heat exchangers to City. City shall have the right, at its option, to either: (a) have Provider, at Provider’s cost and expense, remove and dispose of the Natural Gas Generators, the Absorption Chiller and heat exchangers and restore the MicroGrid Premises to its original condition or (b) notify Provider that City is exercising an option to purchase ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Provider at a fair market value, such fair market value to be determined by an independent appraisal expert who is mutually agreeable to both Parties. In addition, Provider agrees to cooperate with the City in the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers, including the execution of any documents evidencing the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from Provider to City.

4.3 Except as otherwise provided herein allowing City to terminate this Agreement without penalty, City shall be allowed to terminate this Agreement before the Expiration Date by the making the payment specified in Exhibit F.

5. OPERATION OF THE SYSTEM.

5.1 Provider as Operator. On the Provider’s side of the Operations Demarcation Point, the MicroGrid System will be operated and maintained by or for Provider at its sole cost and expense including the monitoring and maintenance of metering equipment used to determine the quantity of electricity produced by the MicroGrid System and the valves, meters, piping, controls and other equipment used to determine the quantity of thermal energy produced by the MicroGrid

System. Provider agrees that its operation and maintenance costs are included in the Power Payments. The Provider may retain a third party as its agent with sufficient operations experience and technical expertise in the maintenance of the MicroGrid System to conduct System Operations. "System Operations" means all actions, including monitoring and maintaining the MicroGrid System, necessary for Provider to fulfill its obligations under this Agreement. City shall have no obligation for maintenance, repair, or replacement of the MicroGrid System on the Provider's side of the Operations Demarcation Point.

5.2 Malfunxions, Emergencies and Unsheduled Outages.

- (a) City and Provider each shall use reasonable efforts to notify the other as soon as practically possible within twenty-four (24) hours following their discovery, of any material malfunction in the operation of the MicroGrid System. Provider and City shall each appoint personnel and establish procedures such that each Party may use reasonable efforts to provide notice of such conditions requiring Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Except as set forth in Section 5.2(c), Host shall not be required to make any Power Payments to Provider while a material malfunction in the operation of the MicroGrid System exists.
- (b) Provider and City each shall each use reasonable efforts to notify the other Party upon the discovery of an emergency condition associated with the MicroGrid System. If an emergency condition exists on the Provider's side of the Operations Demarcation Point, Provider shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs on the Provider's side of the Operations Demarcation Point, Provider shall contact each person listed in Exhibit G.
- (c) If, during the Term, renovation, repairs, or damage to the MicroGrid Premises occurs, for reasons other than:
  - (i) a Force Majeure,
  - (ii) renovations or alterations undertaken by Provider, or
  - (iii) the negligence of Provider or its employees or contractors or a breach by Provider of its obligations hereunder

and the same significantly reduces (a "curtailment") or eliminates the production or use of electricity from the MicroGrid System or results in an unsheduled outage of the MicroGrid System for more than three (3) consecutive days, then City shall not be in default under this Agreement if:

- (i) City makes a good-faith effort to give as much notice as possible to Provider prior to MicroGrid System shutdown or

curtailment but no less than 30 days notice which shall include the anticipated duration of the shutdown and City's anticipated load during the duration of the shutdown;

(ii) City pays all costs and expenses incurred to de-install and re-install the MicroGrid System, if required for safety considerations or by City, during the temporary shutdown or curtailment period;

(iii) City pays Provider an amount equal to the applicable Capacity Fee that would have been paid during the period of the temporary shutdown or curtailment (calculated based on the historical production of electricity by the MicroGrid System); and

(iv) City acknowledges that the payments required pursuant to (c) above constitutes liquidated damages, and not penalties, payable in lieu of Provider's actual damages resulting from the temporary shut down or curtailment of the MicroGrid System. City further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with City's rights and obligations under this Agreement, the amounts payable pursuant to (c) above constitute fair and reasonable damages.

### 5.3 Metering.

- (a) Maintenance and Testing. Provider shall install, maintain and/or replace, at Provider's expense, a utility grade kilowatt-hour (kWh) meter(s) that will accurately measure and report in real time the electrical energy usage from the MicroGrid individually at each of the City Hall, the Police Station and the Senior Center. Provider shall install, maintain and/or replace at Provider's expense, an industry standard thermal energy meter(s) that will accurately measure (in mmBTUs) the hot water usage from the MicroGrid individually at each of the City Hall, the Police Station and the Former Eisenhower Center. Provider shall install, maintain and/or replace at Provider's expense, an industry standard thermal energy meter(s) that will accurately measure (in ton-hours) the cold water usage from the MicroGrid individually at each of the City Hall and the Police Station. Provider shall install, maintain and/or replace at Provider's expense, any meter(s) required by the Utility for purposes of net-metering the Power. Upon City's written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for the meter(s). The meter(s) will be connected to an internet or intranet connection so that the Provider may remotely monitor the kWh output and thermal energy output of the MicroGrid System from time to time.

Provider shall test the meter(s) in compliance with the manufacturer's recommendations.

- (b) Adjustments; Right to Audit. If testing of the metering equipment installed pursuant to Section 5.3(a) indicates that such equipment is in error by more than two percent (2%), then Provider shall promptly repair or replace such meter. Once per calendar year (or more frequently, if persistent errors are discovered), Provider shall test the meter(s) at its sole and absolute cost and report the finding to City. City shall have the right to audit all such meter data upon reasonable notice, and any such audit shall be at City's sole cost. City shall have a right of access to the meter(s) at reasonable times and with reasonable prior notice for the purposes of verifying readings and calibrations. If, however, any meter test is not accurate to within two percent (2%), then Provider shall promptly pay all costs for the meter test (if paid for by City). If any testing of the meter indicates that the meter is in error by more than two percent (2%), then Provider shall promptly repair or replace the meter. Provider shall make a corresponding adjustment to the records of the amount of electrical energy provided by the MicroGrid System delivered based on such test results for (i) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last previous test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year.

- 5.4 The City shall be solely responsible to procure all fuel, including natural gas, for the MicroGrid System in consultation with, the Provider.
- a. The Parties recognize that Provider has a relationship with Good Energy. The City may use Good Energy as an agent for procurement of the natural gas for the MicroGrid System.

## 6. LICENSE & ACCESS RIGHTS

- 6.1 License: City, for and in consideration of the covenants and agreements on the part of Provider contained in this Agreement, does hereby grant unto Provider subject to all applicable terms and conditions specified in this Agreement, a non-exclusive license: (a) to install, operate, maintain, improve, replace and remove the MicroGrid System upon the MicroGrid Premises, and such other activities that are ancillary and related to such purpose or necessary for Provider's performance of its obligations under this Agreement; and (b) to access, use and occupy portions of the MicroGrid Premises from time to time as are reasonably necessary or appropriate for Provider to provide City with electricity and thermal energy generated by the MicroGrid System under the terms of this Agreement and to

install, operate, maintain, improve, replace and remove the MicroGrid System. Access Rights granted pursuant to this license include, without limitation:

- (a) The right to adequate space on the MicroGrid Premises during the System Installation Period for Provider's installation and testing of the MicroGrid System, including reasonable staging and lay down areas.
- (b) The right to reasonable vehicular and pedestrian access to MicroGrid Premises, including ingress and egress of multiple commercial motor vehicles and machinery. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the MicroGrid Premises.
- (c) The right to locate transmission lines and communication cables across the MicroGrid Premises.
- (d) The right to storage space on the MicroGrid Premises or convenient to the MicroGrid Premises for materials, machinery and tools used during construction, installation, and maintenance of the MicroGrid System. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

6.2 Because the MicroGrid System will be located on the MicroGrid Premises, the Parties acknowledge that City will have access to the MicroGrid Premises for maintenance of City's property for safety, security, and emergency purposes. City shall take all reasonable actions to ensure that the operation of the MicroGrid System is not disrupted when City accesses the MicroGrid Premises.

6.3 Provider shall take good care of the MicroGrid Premises and the portion of the MicroGrid System for which it is responsible hereunder, conduct all required maintenance and make all repairs thereto, interior and exterior, structural and non-structural ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the MicroGrid Premises and the portion of the MicroGrid System for which it is responsible hereunder in first class order, repair and condition.

## 7. DELIVERY OF POWER.

7.1 Purchase Requirement. Except for scheduled MicroGrid System outages, Provider shall at all times produce and deliver no less than the Minimum Power Guarantee to the MicroGrid System as set forth in Paragraph 9.2(g). The City shall accept only the amount of Power and thermal energy necessary to satisfy the load of the City's Sites to which the MicroGrid System is interconnected. Neither Party may claim that by this Agreement, Provider is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Provider is not, and shall not claim, to be providing electric utility services to City.

- 7.2 Title to MicroGrid System. Throughout the duration of this Agreement, subject to Sections 16 hereof, Provider shall be the legal and beneficial owner of the Natural Gas Generators, the Absorption Chiller and heat exchangers and the City shall be the legal and beneficial owner of the remainder of the MicroGrid System at all times and the Natural Gas Generators, the Absorption Chiller and heat exchangers shall remain the personal property of Provider and shall not attach to or be deemed a part of, or fixture to, the MicroGrid Premises. The Natural Gas Generators, the Absorption Chiller and heat exchangers shall at all times retain the legal status of personal property as defined under Article 9 of the United States Uniform Commercial Code. City covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the MicroGrid Premises on notice of the ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers and the legal status or classification of the Natural Gas Generators, the Absorption Chiller and heat exchangers as personal property.
- 7.3 All Renewable Energy Benefits, to the extent such Renewable Energy Benefit exist and are applicable, shall be owned by the City or assigned to the City by the Provider, to the extent such assignment is necessary for the City to obtain ownership of the Renewable Energy Benefits. Any revenue generated from the sale of Renewable Energy Benefits by the City shall be owned and retained by the City. For purposes of this Agreement, "Renewable Energy Benefits" shall include, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, any and all cash payments in lieu of tax credits, production tax credits, emissions allowances, green tags, white tags and tradable renewable credits.

8. PRICE AND PAYMENT.

- 8.1 Power Payments. Provider shall charge City, and City shall pay to Provider, a monthly payment (the "Power Payment") for the total number of kilowatt-hours (kWh) of power (the "Power") produced by the Natural Gas Generators and consumed by the City at the Sites during each calendar month of the Term. The Power Payment shall be calculated as follows:
- (1) City shall pay Provider a Capacity Fee in the amount of \$33,935.17 per month, plus
- (2) City shall pay an annual Service Charge for Operation and Maintenance in the amount of \$265,000. Provider shall enter into the Operation and Maintenance Agreements with Ener-G Rudox and Controlled Air which Operation and Maintenance Agreements are attached hereto as Exhibit E.
- 8.2 Thermal. The Contract Price includes any and all charges for thermal energy (hot water, steam or chilled water) being provided to the Thermal Sites.

- 8.3 Contract Price. The sum of all Power Payments paid (and remaining to be paid) during the Term shall be the “Contract Price” under this Agreement. There will be no other obligations on City for payment for Power or thermal energy other than the charges included herein.
- 8.4 Payment. Provider shall invoice City on the fifteenth (15<sup>th</sup>) day of each Monthly Period (or the subsequent Business Day of such Monthly Period if the fifteenth is not a Business Day) (each, a “Monthly Invoice Date”), commencing on the first Monthly Invoice Date to occur after the Operations Date, for the Power Payment in respect of the prior Monthly Period. The first invoice shall be issued following the first full Monthly Period after the Operations Date and include all production that occurred prior to the initial Monthly Invoice Date. The last invoice shall be pro-rated, as necessary, to include production only through the Expiration Date of this Agreement. A sample invoice is attached hereto as Exhibit I.
- 8.5 Time of Payment. City shall pay all undisputed amounts due hereunder within thirty (30) days after receiving an invoice.
- 8.6 Payment Instructions. City shall make all payments under this Agreement with immediately available funds to the account designated by Provider. All undisputed payments that are not paid when due shall bear interest accruing from the date thirty (30) days after the City received an invoice until paid in full at a rate equal to the Default Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.
- 8.7 Disputed Payments. The Parties shall attempt to resolve any Dispute regarding payments under this Agreement amicably. If the Parties cannot resolve the Dispute within thirty (30) days, either Party may submit the Dispute to arbitration in accordance with Article 15; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits any undisputed amounts owed by such Party to the other Party during the time that a Dispute is pending.
- 8.8 Incremental Customers. It is anticipated that Provider and City will work to defray the per unit fixed costs of capital recovery, operation and maintenance of the MicroGrid System by actively seeking additional Bridgeport and Non-Bridgeport customers for the MicroGrid System output through virtual net metering or other mechanisms.

- (a) Electricity: In the event both parties, or either party, are/is successful in attracting incremental customers for electricity, the Annual Capacity Fee cited in this Agreement shall be recalculated to an amount reflecting the original Annual Capacity Fee (\$407,222) divided by the new total KWH volume of Facility electric production for all customers times 2,550,000.
- (b) Thermal: In the event both parties, or either party are/is successful in attracting incremental customers for thermal energy, the annual Capacity Fee cited in this Agreement shall be reduced by an amount of the revenues received by Provider for said incremental thermal energy revenue.

8.9 Adjustments to Power Payment

- (a) Capacity Fee: The Capacity Fee will not be adjusted except as provided for in this Agreement in the event of additional sale of electricity or thermal energy to Non-Bridgeport Customers or New Bridgeport Customers not contemplated in this original Agreement.
- (b) Service Charge: The Service Charge shall be adjusted annually based upon the annual change from the prior year in the CPI-W for "All Items" for the NY-Northern NJ, Long Island, NY\_NJ\_CT\_PA regional index but in no case will this adjustment exceed a 3% increase per year. The service fee includes taxes, insurances, operations and maintenance, etc. In the event of a shutdown the Service Charge will be adjusted to a minimum level of maintenance reflective of industry standards.

9. GENERAL COVENANTS.

- 9.1 City's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City represents and covenants to the following:
- (a) Health and Safety. City shall at all times use reasonable efforts to maintain the MicroGrid Premises consistent with all Applicable Laws pertaining to the health and safety of persons and property.
  - (b) Access. City shall use reasonable efforts to limit access to the MicroGrid System to authorized personnel of Provider and City.
  - (c) Security. City shall throughout the Term of this Agreement maintain security procedures for the MicroGrid Premises as are currently in place as of the date of this Agreement.

- (d) Notice of Damage. City shall use reasonable efforts to promptly notify Provider of any matters it is aware of pertaining to any damage to or loss of the use of the MicroGrid System.
- (e) Liens. City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, lien (including mechanics', labor or materialman's liens), security interest, encumbrance or claim of any nature ("Liens") on or with respect to the MicroGrid System or any interest therein. If City breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (f) Access to MicroGrid Premises, Grant of License. Commencing on the Contract Date and continuing throughout the Term of this Agreement, City also hereby grants to Provider, together with its employees, representatives, agents and contractors, for a period co-terminus with this Agreement, a non-exclusive license and right-of-way to access all portions of the MicroGrid Premises reasonably necessary for fulfilling its obligations hereunder contemplated by this Agreement (subject to City's reasonable rules, regulations, restrictions and limitations on time periods), including, without limitation, for the delivery, installation, operation, maintenance, repair and removal of the MicroGrid System.

Provider shall utilize the rights granted hereunder in a manner that does not interfere in any material manner with City or Site owner and the use of the Sites by City, City's guests, Site owner and invitees, tenants, licensees or other visitors. City and its authorized representatives shall at all times have access to and the right to observe the Construction Work or Natural Gas Generator, the Absorption Chiller and heat exchangers removal but shall not interfere or handle any equipment during System Installation Period or the Natural Gas Generators, the Absorption Chiller and heat exchangers without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 5.2, City shall be permitted to take those actions necessary to prevent injury as specified in Section 14.1(c).

- (g) Temporary storage space during installation or removal. City shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles reasonably necessary during the Construction Work, System Operations or Natural Gas Generators and heat exchangers removal, and access for rigging and material handling. City shall provide Provider a reasonable area for construction laydown.

Such temporary storage shall be subject to City's reasonable rules, regulations, restrictions, relocation rights and time period limitations.

9.2 Provider's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider represents and covenants to the following:

- (a) Consents and Approvals. Provider shall identify all permits, licenses, authorizations and approvals necessary for the installation and operation of the MicroGrid System, including, but not limited to, any Utility requirements (collectively "Approvals"). All required Approvals for the installation and operation of the MicroGrid System shall, to the extent allowable by Applicable Laws, be secured by Provider in its own name or in the name of the City. City shall use reasonable commercial efforts, at no material cost or expense to City, to cooperate with Provider in obtaining all required Approvals for the installation and operation of the MicroGrid System. If, due to the nature of the MicroGrid Premises or the MicroGrid System or any equipment being installed in connection therewith, only City may apply for an Approval, Provider shall prepare the necessary application and file such application on City's behalf and City shall take all steps to cooperate by promptly executing all documents required for any such application so long as City reasonably approves the content of any such application and associated documents. Provider shall be responsible for paying all permitting, licensing and other fees for any approval regardless of whether any Approval must be obtained in Provider's name or City's name (except as agreed to by the City and paid for by the DEEP Grant).
- (b) Safety Regulations. Provider shall take all necessary and reasonable safety precautions with respect to providing the Construction Work and System Operations that shall comply with all Applicable Law and this Agreement pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to City any death, lost time injury, or property damage to City's property that occurs on the MicroGrid Premises.
- (c) Security. Provider shall throughout the Term of this Agreement maintain security procedures for the MicroGrid System which shall, at a minimum, include the erection of adequate fencing and other security measures reasonable necessary to prevent unauthorized access to the portion of the MicroGrid System which Provider is responsible for operation and maintenance.
- (d) Liens. Except as expressly provided in Section 16.3, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any

Liens on or with respect to the MicroGrid Premises or any interest therein. Provider also shall pay promptly any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents and subcontractors on the Sites. If Provider breaches its obligations under this Section, it shall (i) immediately notify City in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to City, and (iii) defend and indemnify City against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

- (e) No Infringement. The MicroGrid System and Provider's services hereunder shall not infringe any third party's intellectual property or other proprietary rights.
- (f) Organizational Existence. Provider is duly organized and validly existing and in good standing in the jurisdiction of its organization
- (g) System Availability. Provider warrants that the MicroGrid System shall produce at least 5,362,530 Kwh per year of electricity per year ("Minimum Power Guarantee"). If Provider fails to comply with this covenant, Provider shall be responsible for the cost of electricity provided by the Utility and/or other electricity suppliers to the City due to the Provider's inability to comply with this covenant, including the costs associated with increases in the utility demand charge. In addition to the foregoing Utility costs incurred by the City, if Provider fails to comply with this covenant and the Utility is unable to provide electricity to the MicroGrid System to supplement the lack of capacity from the Facility, Provider shall be liable to the City in the amount of \$3,500 per day, pro-rated for any part of a day. The foregoing represents liquidated damages due to the difficult nature of calculating actual damages and shall not be claimed by Provider to be a penalty. Notwithstanding the foregoing, Provider shall not be responsible for electricity supplied to City by the Utility and/or other electric suppliers as required by Utility interconnection requirements or tariffs or electric supplier contracts.

## 10. WARRANTIES.

- 10.1 Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Contract Date that:
  - (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

- (b) it has taken all requisite corporate, administrative or other action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (d) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (e) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a Party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10.2 PUHCA. Provider represents and warrants on the Contract Date that it is not a "public-utility company," "electric utility company," or a "holding company," "subsidiary company" or "affiliate" or "associate company" thereof, as such terms are defined in the United States Public Utility Holding Company Act of 1935, as amended.

10.3 Requisite Standards. The MicroGrid System shall be installed with due care by qualified employees, representatives, agents or contractors of Provider and shall conform to applicable industry standards and practices and Applicable Law and the specifications in Exhibit B. If Provider fails to meet any of the foregoing standards, Provider shall remedy at its own cost, any errors and omissions that are caused by Provider's failure, or those of its representatives, agents or contractors, to comply with the above standard so that the MicroGrid System is capable of providing Power at a reasonably continuous rate.

## 11. TAXES AND GOVERNMENTAL FEES.

11.1 City Obligations. All Power Payments and other charges by Provider set forth in this Agreement are inclusive of sales and use taxes.

11.2 Provider Obligations. Subject to Section 11.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the MicroGrid System or the existence

of the MicroGrid System on the MicroGrid Premises. If City is assessed any taxes or fees related to the existence of the MicroGrid System on the MicroGrid Premises, City shall immediately notify Provider and City and Provider shall cooperate in contesting such assessment. Provider shall not be obligated for any taxes payable by or assessed against City based on or related to City's overall income or revenues.

12. FORCE MAJEURE EVENTS.

12.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of reasonable due diligence (including the expenditure of reasonable sums of money). The Parties recognize that the MicroGrid System is intended to operate during extreme emergency situations associated with extreme natural phenomena that would most likely cause the Utility grid to be unavailable to the City and to the surrounding community. As such, a "Force Majeure Event" shall not include the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or (c) other natural causes unrelated to the acts or omissions of the Party seeking to be excused from performance.

12.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach or default of this Agreement or liable for any failure to comply with terms of this Agreement (other than the failure to pay amounts due hereunder) to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 12 shall use reasonable efforts to immediately notify the other Party in writing of the existence of the Force Majeure Event and exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event. If Provider claims a Force Majeure Event has occurred and requests relief from its obligations under this Agreement, the obligation of City to make a Power Payment to Provider on any Monthly Payment Date shall be suspended until Provider resumes performance of its obligations under this Agreement. Upon cessation of the Force Majeure Event, the Party claiming the Force Majeure Event shall notify the other Party in writing of the cessation or termination of said Force Majeure Event, resume performance of its obligations hereunder as soon as practicable thereafter, at which time all suspended Power Payments from the City to the Provider if City has claimed a Force Majeure shall become immediately due and payable. The City shall not be excused under any circumstances from making payments due and paying any unpaid amounts in respect of Power delivered to City prior to the Force Majeure Event performance interruption.

13. TERMINATION RIGHTS UPON EMINENT DOMAIN EVENT.

If at any time during the Term all or any material portion of the MicroGrid Premises shall be taken by eminent domain, either party shall have the right to terminate this Agreement upon receiving written notice of such eminent domain taking, and each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party, except that Provider shall be entitled to a pro rata share thereof if City's award includes compensation for the MicroGrid System.

14. DEFAULT.

14.1 Provider Defaults and City Remedies.

- (a) Provider Defaults. The following events shall constitute events of defaults with respect to Provider (each, a "Provider Default"):
- i. Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors, except those as permitted under Article 16 herein; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;
  - ii. a proceeding or case shall be commenced without the application or consent of Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, or liquidator of Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days; and
  - iii. Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after City's notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue said cure within such thirty (30) day period

if a longer cure period is needed; provided that the Provider provides the City with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days

(b) City's Remedies.

- i. If a Provider Default described in Section 14.1(a)(i) or 14.1(a)(ii) has occurred, City may terminate this Agreement upon fifteen (15) days' prior written notice to Provider;
- ii. If a Provider Default described in Section 14.1(a)(iii) has occurred and is continuing, City may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provision;
- iii. If a Provider Default described in Section 14.1(a) has occurred and is continuing, City may exercise any other remedy it may have at law or equity or under this Agreement; and
- iv. City hereby expressly agrees that each of its remedies under Section 14.1(b) of this Agreement is subject to Lender's cure rights, to the extent applicable, under Section 16.3(b).

(c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or the City's property, then, in addition to any other right or remedy that City may have, City may (but shall not be obligated to) take such action as City deems appropriate to prevent such damage or injury; including disconnecting and removing all or a portion of the MicroGrid System.

(d) Removal of System Upon Termination of Agreement Due to Provider's Default. In the event of any such termination by City due to Provider's default, City shall have the right, at its option, to either: (a) remove and dispose of the Natural Gas Generators and heat exchangers and restore the MicroGrid Premises to its original condition (other than mounting pads or other support structures and ordinary wear and tear) at Provider's cost or (b) notify Provider that City is exercising an option to purchase ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Provider at a fair market value, such fair market value to be determined by an independent appraisal expert who is mutually agreeable to both Parties. If City exercises the option to purchase ownership at a fair market value, City and Provider will have no further liability under this Agreement. In addition, Provider agrees to cooperate with the City in the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers, including the execution of any documents

evidencing the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from Provider to City.

14.2 City Defaults and Provider's Remedies.

- (a) City Default. The following events shall constitute events of defaults with respect to City (each, a "City Default"):
- i. City shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against City in an involuntary case under any bankruptcy law; or (F) take any governmental or other action for the purpose of effecting any of the foregoing;
  - ii. a proceeding or case shall be commenced without the application or consent of City in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (B) the appointment of a trustee, receiver, custodian or liquidator of City under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;
  - iii. City breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and City fails to so cure, or (B) City fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the City provides the Provider with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days; and
  - iv. City fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.
- (b) Provider's Remedies.

- i. If a City Default described in Section 14.2(a)(i) or 14.2(a)(ii) has occurred, Provider may terminate this Agreement upon fifteen (15) days' prior written notice to City.
  - ii. If a City Default described in Section 14.2(a)(iii) or 14.2(a)(iv) has occurred and is continuing, Provider may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions and accelerate all payments expected to receive under this Agreement;
  - iii. If a City Default described in Section 14.2(a) has occurred and continues beyond the expiration of grace periods thereunder, in addition to any other remedy hereunder, (A) Provider may remove the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Sites in compliance with the conditions of Section 4.2 herein and (B) Provider may exercise any other remedy it may have at law or equity under this Agreement.
- (c) Actions to Prevent Injury. If any City Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate which may include disconnecting and removing the Natural Gas Generators and heat exchangers, in compliance with the conditions of Section 4.2 herein, or suspending the supply of Power to City.

15. DISPUTE RESOLUTION.

- 15.1 Good-faith Negotiations. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach a compromise agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to arbitration in accordance with Section 15.2 except that if the Dispute involves an invoice and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to arbitration in accordance with Section 15.2.
- 15.2 Binding Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 15.1 shall be settled by binding arbitration conducted in a mutually agreed upon site, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitrator") in effect on the date that a Party gives notice of its demand for arbitration under this

Section 15.2. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party, and the Parties shall select a single neutral Arbitrator with contract experience in the power industry and an understanding of power systems similar to the MicroGrid System. If the Parties cannot agree on a single neutral Arbitrator within fifteen (15) Business Days after the written demand for arbitration is provided, then the Arbitrator shall be selected by the American Arbitration Association. Each Party may then commence with and engage in discovery in connection with the arbitration as provided by Connecticut law and shall be entitled to submit expert testimony and other evidence in such arbitration proceeding. The decision of the Arbitrator shall be set forth in a written opinion of the Arbitrator and shall be binding upon Provider and City. Any award by such Arbitrator may then be enforced by Provider or City in a court of competent jurisdiction. Any award of the Arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Agreement and from the date of the award until paid in full at the Default Rate. Provider and City shall each bear the cost of preparing and presenting its own case; provided, however, that the Parties agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the Dispute. The cost of the arbitration, however, including the fees and expenses of the Arbitrator, shall initially be shared equally by Provider and City, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing Party. The Arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the Arbitrator, unless otherwise mutually instructed by the Parties.

15.3 Exceptions to Arbitration Obligation. The obligation to arbitrate shall not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

## 16. ASSIGNMENT.

16.1 Provider Assignment. Except for the provisions in Section 16.3, Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of City; provided, however, that, without the prior consent of City, Provider may (i) make an Assignment to an Affiliate of Provider (provided that such Assignment shall not release Provider from its obligations hereunder), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock or assets (provided that such Assignment shall not release Provider from its obligations hereunder), or (iii) sell, transfer, assign or pledge its interest in the Natural Gas Generators and heat exchangers or any monies due under this Agreement

(provided that City will not pay to a third party any monies owed hereunder without the advance written direction of Provider) (provided that such Assignment shall not release Provider from its obligations hereunder). A direct assignee from Provider of this Agreement shall assume in writing, in form and content reasonably satisfactory to City, the due performance of all Provider's obligations under this Agreement, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing such Assignment agreement shall be sent to City not less than ten (10) days before the Contract Date of such Assignment.

16.2 City Assignment. City shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

16.3 Financing Accommodations. City acknowledges that Provider may be financing the acquisition and installation of the MicroGrid System and the Natural Gas Generators, the Absorption Chiller and heat exchangers (the "Lender") and that Provider's obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement or monies due from City under this Agreement. In order to facilitate any financing, City agrees as follows:

(a) Consent to Collateral Assignment. City consents to the collateral assignment by Provider to Lender of this Agreement and the grant of a security interest by Provider to Lender in the Natural Gas Generators, the Absorption Chiller and heat exchangers, provided that such assignment and grant of security interest shall not relieve the Provider of its obligations hereunder.

(b) Lender's Default Rights. Notwithstanding any contrary term of this Agreement:

i. Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Natural Gas Generators and the Absorption Chiller.

ii. Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to

cure any default of Provider under this Agreement or (unless Lender has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but City hereby gives it the option to do so, subject to the provisions of this Agreement.

- iii. Upon the exercise of remedies under its security interest in this Agreement and the Natural Gas Generators and the Absorption Chiller, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Qualified Assignee of Lender as defined below) in lieu thereof, Lender shall give notice to City of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, City shall enter into a new agreement with Lender or its Qualified Assignee having substantially the same terms and conditions as this Agreement so long as Lender or its Qualified Assignee cures any defaults existing under this Agreement as of the date of such termination or rejection and remedies any matters that ensue prior to the date of such new agreement.
- v. For purposes of this section, a "Qualified Assignee" must be a business organization with at least five (5) years' experience in the operation and management of power systems sufficiently similar to the MicroGrid System.

(c) [Reserved]

(d) Right to Cure.

- i. City will not exercise any right to terminate or suspend this Agreement unless it shall have given Lender prior written notice of Provider's default under this Agreement and Lender shall not have caused to be cured the condition giving rise to such default within the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by Lender within such period(s) and Lender commences and continuously pursues cure of such default within such period(s), such period(s) for cure will be extended for a reasonable period of time under the circumstances, such period(s) not to exceed additional thirty (30) days. The

Parties' respective obligations will otherwise remain in effect during any cure period(s).

- ii. If Lender or its Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by Lender shall acquire control of Provider's assets and shall, within the time periods described in Section 16.3(d)(i) above, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

17. NOTICES.

- 17.1 Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

If to City:

or at such other address as may be designated in writing to the other Party, provided designation in writing of said other address is received by other Party within ten (10) business days of said other address taking effect.

- 17.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 17), and shall be deemed delivered to or received by the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

- 17.3 Notices of Default. Provided City has been notified of the presence of a Lender, City will deliver to Lender, concurrently with delivery thereof to Provider, a copy of each notice of default given by City under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to Lender. City will not mutually agree with Provider to terminate this Agreement without the written consent of Lender.

17.4 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by City in Section 17.1 herein, by regular first class mail postage prepaid.

18. CONFIDENTIALITY.

18.1 Confidentiality Obligation. Except as otherwise stated herein, if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the MicroGrid System ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information to the extent allowed by law, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement and except as required by law. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and Affiliates, Lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 18.2. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

Notwithstanding the foregoing, City will afford due regard to a written request from the Provider for the protection of the Provider's proprietary and/or confidential information and the City will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with this agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, Provider shall delineate with specificity which materials provided by the Provider to the City, and in City's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or record that the Provider believes are exempt from disclosure under

the FOIA must be specifically identified as such. Additionally, Provider shall provide City with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of Provider that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, Provider shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon City any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by Provider that is sought pursuant to a FOIA request. Provider shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the City any liability for the disclosure of any documents or information in its possession which the City believes are required to be disclosed pursuant to the FOIA or other requirements of law.

18.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is requested by the Internal Revenue Service or other taxing authority;
- (d) is independently developed by the receiving Party;
- (e) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or
- (f) is required to be disclosed by the City pursuant to the Freedom of Information Act.

18.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement and the presence of the MicroGrid System on the MicroGrid Premises, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party.

18.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

19. INDEMNITY.

19.1 Provider Indemnity. Provider agrees that it shall indemnify and hold harmless City, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "City Indemnified Parties") from and against any and all Losses incurred by the City Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's acts or omissions or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of this Agreement. Provider shall not, however, be required to reimburse or indemnify any City Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any City Indemnified Party.

Provider shall indemnify and hold harmless City for any claims, fines, damages, and costs (including attorney's and consultant's fees) arising out of hazardous material liability to the extent Provider is responsible for such hazardous materials. This clause shall survive the termination of this Agreement and expiration of the Term.

19.2 City Indemnity. City agrees that it shall indemnify and hold harmless Provider, Lender, their permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of City's acts or omissions. City shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

19.3 Indemnification Procedure.

- (a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the "Indemnified Party") shall notify the Person who has the indemnification obligation (the "Indemnifying Party") in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising therefrom.
- (b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.
- (c) Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third-party claim, the Indemnified Party may defend against the third-party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third-party claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld).
- (d) At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment, will result in the Indemnified Party

receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

20. INSURANCE.

20.1 At all times relevant to this Agreement, Provider shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:

- (a) Workers' compensation insurance in compliance with appropriate federal and State of Connecticut laws, and employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
- (b) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury per offense;
- (c) Property coverage will be maintained providing replacement cost value for the portion of the MicroGrid System owned or maintained by Provider with limits not less than the replacement value of the MicroGrid System owned or maintained by Provider. This coverage shall include appropriate riders for specialty equipment as necessary.

20.2 At all times relevant to this Agreement, City shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:

- (a) Insurance coverages normally maintained by City in its normal course of business relating to workers compensation and general liability insurance.
- (b) Property coverage providing replacement cost value for the portion of the MicroGrid System owned or maintained by City with limits not less than the replacement value of the MicroGrid System owned or maintained by City. This coverage shall include appropriate riders for specialty equipment as necessary.

20.02 In addition, Provider must provide City with a bona fide list of all deductibles, retentions, or any other cost sharing agreements affecting this coverage. These deductibles, retentions, or other forms of cost sharing shall not exceed \$10,000.

20.3 Provider shall cause certified copies of all required insurance policies to be endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. All policies shall grant City, its successors, subsidiaries, directors, officers, agents and employees a waiver of subrogation. The commercial general liability policy shall name City, its successors, subsidiaries, directors, officers, agents and employees as an additional insured.

21. MISCELLANEOUS.

- 21.1 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between Provider and City with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.
- 21.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and City.
- 21.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or City shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 21.4 Limited Effect of Waiver. The failure of Provider or City to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 21.5 Survival. The obligations under Section 9.2 (Provider Covenant), Sections 9.1 (City Covenants), Article 11 (Taxes and Governmental Fees), Article 15 (Dispute Resolution), Article 17 (Notices), Article 18 (Confidentiality), Article 19 (Indemnity), Article 21 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

- 21.6 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut without reference to any choice of law principles.
- 21.7 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- 21.8 Relation of the Parties. The relationship between Provider and City shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and City, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 21.9 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and City and their respective permitted successors and assigns.
- 21.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 21.11 Email Delivery. This Agreement may be duly executed and delivered by a Party by execution and email delivery of the signature page of a counterpart to the other Party, and, if delivery is made by email, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.
- 21.12 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.
- 21.13 Third-Party Beneficiary. City agrees that Lender is a third-party beneficiary to this Agreement with full right to enforce the provisions hereof and thereof.

22. State of Connecticut Provisions

- 22.1 The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Provider's request, City shall provide a copy of these orders to Provider. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Roll, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 22.2. The State of Connecticut and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Provider's plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- 22.3 The Provider shall maintain, accurate and complete records and the Provider shall make available such records at all reasonable hours for audit and inspection by the State and its agents.
- 22.4 The State shall make all requests for any audit or inspection in writing and shall provide Provider with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 22.5 All audits and inspections shall be at the State's expense.
- 22.6 Provider shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period, If any Claim or audit is started before the expiration of this period, Provider shall retain or cause to be retained all records until all Claims or audit findings have been resolved.

- 22.7 Provider shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Provider shall cooperate with an exit conference,
- 22.8 Provider shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any other Party.
- 22.9 Americans With Disabilities Act. Provide shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Agreement. City may cancel the Contract if Provider fails to comply with the Act.
- 22.10 Affirmative Action and Sexual Harassment Policy. Provider agrees to comply with the DEEP's Affirmative Action and Sexual Harassment Policies available on DEEP's web Sites. Hard copies of the policy statements are available upon request at DEEP.
- 22.11. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, See Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations.
- 22.12 Sovereign Immunity. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section of this Agreement, this section shall govern,
- 22.13. Notwithstanding any provisions in this Agreement to the contrary, City may terminate the Agreement without penalty or costs whenever DEEP or the State of Connecticut makes a written determination that such Termination is in the best interests of the State.
- 22.14 Protection of State and Purchaser Confidential Information. Provider, at its own expense, has a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards.

- (a) Provider shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 3) A process for reviewing policies and security measures at least annually;
  - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - 6) Provider shall notify Purchaser, DEEP and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Provider has come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, Provider shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by Provider at its own cost and expense to all individuals affected by the Confidential information Breach. Such credit monitoring or protection plan shall

include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. Provider's costs and expenses for the credit monitoring and protection plan shall not be recoverable from City, DEEP, any State of Connecticut entity or any affected individuals.

- 7) Provider shall incorporate the requirements of this Section in all subcontracts requiring each Subcontractor to safeguard Confidential Information in the same manner as provided for in this Section.
- (b) Nothing in this Section shall supersede in any manner Provider's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of Provider as a Business Associate of the DEEP.

**[SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

**PROVIDER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**DESCRIPTION OF MICROGRID PREMISES**

The Natural Gas Generators shall be located at the Bridgeport City Hall and at the City of Bridgeport Police Station.

The Absorption Chiller shall be located at the Bridgeport City Hall.

The heat exchangers shall be located at the Bridgeport City Hall and at the City of Bridgeport Police Station.

The Thermal Sites shall be the Bridgeport City Hall, the City of Bridgeport Police Station and the Former Eisenhower Center.

The Electric Sites shall be the Bridgeport City Hall, the City of Bridgeport Police Station and the Senior Center.

The Bridgeport City Hall has an address of 45 Lyon Terrace, Bridgeport, Connecticut.

The City of Bridgeport Police Station has an address of 300 Congress Street, Bridgeport, Connecticut.

The Senior Center has an address of 307 Golden Hill Street, Bridgeport, Connecticut.

The Former Eisenhower Center has an address of 263 Golden Hill Street, Bridgeport, Connecticut.

The precise locations of the MicroGrid System shall be determined by the City and Provider in good faith consultations.

The Provider shall attach a Site Plan to this Exhibit A showing the precise location of the MicroGrid System **prior to or after the signing of this Agreement.**

The Site Plan shall show the Ownership Demarcation Point and the Operations Demarcation Point.

The Site Plan shall provide a drawing demonstrating the proposed method of electric interconnection and thermal energy interconnection of the MicroGrid System to the Sites.

**The attached Sites Plan shows the Property That Comprises the “MicroGrid Premises”**

(to be provided as a separate document)

## Exhibit B

### DESCRIPTION OF MICROGRID SYSTEM AND STANDBY SYSTEM

#### MicroGrid System Description:

- The MicroGrid System shall consist of three (3) 265 Kw reciprocating engines fueled by natural gas (“Natural Gas Generators”) for a total MicroGrid System capacity of 795 Kw.
- The Natural Gas Generators will be composed of a Generator Set package from Ener-G/Rudox, Model E265UL and include engines manufactured by Mann in Germany, model number E 2842 E 312.
- Provider guarantees that heat rate associated with the natural gas generators will be consistent with heat rates quoted by ENER-G / Rudox in their product specifications at various loads (HHV Fuel Input in BTU’s per minute), referenced and included in this Agreement as Exhibit H.
- The MicroGrid System will include transfer switches, switch gear, transformers and all related distribution infrastructure. The MicroGrid System will also include heat exchangers for use with thermal energy generated by the MicroGrid System.
- The MicroGrid System will come equipped with a sound attenuating enclosure rated for outdoor use.
- The MicroGrid System will meet all local safety and emissions requirements required for constant operation, including an SCR/Oxidation Catalyst Package if necessary.
- The MicroGrid System will be designed for total production of 5.7 MWh per year. Any excess load will be provided by the local EDC or by the Standby Generator. The MicroGrid System will be designed to provide a minimum production capacity of 140 Kw and a maximum production capacity of 789 Kw (net of plant parasitic load).
- The MicroGrid System will be designed to provide a minimum of 661,500 BTU/hour and a maximum of 4.212 mmBTU/hour of hot water to the City Hall, Police Station and the Former Eisenhower Center (the “Thermal Sites”).
- The MicroGrid System will include a 200 ton Absorption Chiller that will provide cold water to the City Hall and to the Police Station.
- The thermal connection between the Police Station and City Hall shall include a four pipe system (2 pipes for hot water and 2 pipes for cold water). The thermal connection between the City Hall and the Former Eisenhower Center shall include a two pipe system for hot water only.
- The MicroGrid System shall be interconnected to provide electricity to the City Hall, Police Department and the Senior Center (the “Electric Sites”).
- The MicroGrid System is also includes a Standby Generator. The Standby Generator shall consist of one (1) 250 Kw reciprocating engine fueled by diesel fuel (“Standby Generator”).
- The Standby Generator will be composed of a diesel engine manufactured by Cummins, model number FQDAA60Hz, or equivalent.
- The Standby Generator will include transfer switches, switch gear, transformers and all related distribution infrastructure. The Standby Generator will also include a fuel tank sufficient to support the intended continued use of the Standby Generator for at least 4 consecutive days.

- The Standby Generator will meet all local safety and emissions requirements required for standby operation.
- The Standby Generator will be designed for total production of 250 Kw load. The Standby Generator will be designed to provide production when either load in excess of the Natural Gas Generators is necessary and the grid is unavailable to provide the excess load or when all or part of the Natural Gas Generators are unavailable to produce electricity.

**Attached are the detailed MicroGrid System Specifications**

**Exhibit C—DEEP Grant Agreement**

**Exhibit D—System Test Requirements**

**Exhibit E—Operation and Maintenance Agreements**

**Exhibit F—Termination Payment Schedule**

**Exhibit G—Emergency Contact Information**

## Exhibit H—Heat Rate Data

Test date : 05/03/14 & 05/04/14

Produced by : Steve Johnson

Test location : Manchester, UK

Revised : 07/31/14 to HHV fuel

E265UL Natural Gas CHP Unit



Energy Balance and Part Load Data @ 0.95PF	Units	100%	75%	50%	25%	10%
Electrical Output (+/-3%)	kw	263	197	132	66	26.5
Electrical Efficiency (HHV) (+/-5%)	%	31.80%	30.10%	26.80%	19.90%	9.50%
Heat Output (+/-10%)	BTU/min	23407	19160	15025	11026	7926
Thermal Efficiency (HHV) (+/-8%)	%	49.80%	53.10%	55.80%	59.40%	61.50%
Fuel Input (HHV) (+/-5%)	BTU/min	47012	37283	27881	18940	12488
Total Efficiency (HHV) (+/-8%)	%	81.50%	87.20%	86.70%	83.10%	74.10%
Heat Output from Jacket Water (+/-8%)	BTU/min	14670	12534	10480	8481	6820
Heat Output from Exhaust Gas (Cooled to 248°F) (+/-8%)	BTU/min	8737	6626	4545	2546	1026
Aftercooler Heat Output (+/-8%)	BTU/min	N/A	N/A	N/A	N/A	N/A
Radiated Heat Output (+/-8%)	BTU/min	2270	1872	1474	1142	924
Combustion Air Flow (+/-5%)	SCFM	459	362	270	201	138
Fuel Volume Flow (LHV = 924 BTU/SCFM) (+/-5%)	SCFM	51	40	30	20	11
Exhaust Mass Flow (Wet) (+/-5%)	lb/h	2184	1721	1283	855	443
Exhaust Volume Flow (Cooled to 248°F) (+/-5%)	ACFM	649	512	381	254	133

**Exhibit I—Sample Invoice**

**90-14**  
**(Ref. #67-01)**

Discontinuance of Hallett Street, Portion of Putnam Street and Portion of Berkshire Avenue necessary for the Construction of Athletic Fields at the Marin Site.  
Adopted on: May 6, 2002.



**Report**  
**of**  
**Special Committee**

**Submitted: May 18, 2015**

**Adopted:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*Fleeta C. Hudson*  
**Fleeta C. Hudson, City Clerk**

**Approved by:** \_\_\_\_\_

**Bill Finch, Mayor**

Item #90-14 (Ref. #67-01) Special Committee Report on 05/18/2015.

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS  
Gregory M. Conte  
Betsy A. Ingraham  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers



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

May 12, 2015

Fleeta Hudson, City Clerk  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

**RE: Submission of Special Committee Report Concerning  
Discontinuance of Hallett Street, Portion of Putnam  
Street and Portion of Berkshire Avenue Necessary For  
The Construction of Athletic Fields at the Marin Site**

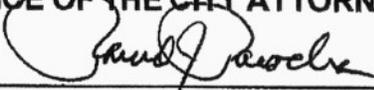
Dear Fleeta:

Please add the attached mater to the City Council Agenda for the meeting to be held on May 18, 2015 for the Council's acceptance of the enclosed Special Committee Report.

The discontinuance of these streets was the subject of a City Council vote in 2002 and the acceptance of this Special Committee Report represents the final action of the Council needed to achieve the formal street discontinuances.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By:   
Ronald J. Pacacha, Associate  
City Attorney

RJP:ra  
Encl.

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 12 P 12: 23

# Item #90-14 (Ref. #67-01) Special Committee Report

## SPECIAL COMMITTEE REPORT

To the City Council of the City of Bridgeport:

Re: Item No. 67-01

Request to Discontinue Streets (previously approved by the City Council on May 6, 2002)

- Hallett Street south of Boston Avenue
- Putnam Street from the easterly street line of Pembroke Street to the westerly street line of Hallett Street (to be discontinued)
- Berkshire Avenue from the easterly street line of Pembroke Street to its terminus

These discontinuances are referred to as the streets ("Streets").

The Special Committee, consisting of the City Engineer, the Director of Public Facilities and the City Clerk ("Committee") appointed to finalize the street discontinuance approved by the resolution adopted by the City Council on May 6, 2002 ("Council Approval") respectfully begs leave to report that it has, in compliance with said resolution, completed activities related to the discontinuance of the said Streets, and states as follows:

1. There are no abutting property owners who would be harmed by the discontinuance of such Streets and therefore there is no need for the assessment of benefits or damages.
2. Access to all public utilities lying in the said Streets, if any, including those of the City of Bridgeport Water Pollution Control Authority, have either been relocated or shall remain in place with such rights to remain being secured by appropriate easements recorded or to be recorded in the land records if deemed necessary by the City Engineer.
3. The Council Approval incorrectly stated the location of Hallett Street being discontinued as "North" of Boston Avenue. The correct location is "South" of Boston Avenue as shown on the Map described below.

The Committee recommends that the Streets be discontinued according to the following metes and bounds description thereof attached hereto and made a part hereof as Exhibit A:

The attached descriptions are consistent with the following map ("Map") filed or to be filed in the Bridgeport Land Records and the Office of the City Engineer:

Map copy attached as Exhibit B  
Filed on May 8, 2015  
Map Book 55 at Page 81  
Entitled: Road Discontinuance Plan Luis Munoz Marin Elementary  
School, Berkshire Ave, Putnam St, & Hallett St.  
Dated: 4/28/15  
Scale: 1" = 50'  
Prepared by: Alfred Benesch & Company, Glastonbury, Connecticut

The above discontinuance will be provided to the Tax Assessor for purposes of property assessment for land that is no longer encumbered by a street right-of-way and to other Departments having jurisdiction. A Notice of Discontinuance containing the above description of the Streets will be filed in the Bridgeport Land Records.<sup>1</sup>

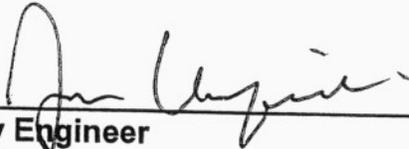
The Committee further recommends for adoption by the City Council the following resolution:

**RESOLVED**, that the City Council approves the Special Committee Report submitted, the same is hereby accepted into the records of the City Council, and declares that the street discontinuance process described therein has been completed.

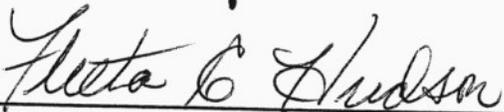
**FURTHER RESOLVED**, that the City Clerk and the City Engineer are directed to take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this 8<sup>th</sup> day of May, 2015.

**SPECIAL COMMITTEE**

  
\_\_\_\_\_  
City Engineer

  
\_\_\_\_\_  
Director of Public Facilities

  
\_\_\_\_\_  
City Clerk

**Exhibit A**

**Metes and Bounds Descriptions of Each Street**

## Reference Map

Reference is made to the following map: "CITY OF BRIDGEPORT ROAD DISCONTINUANCE PLAN LUIS MUNOZ MARIN ELEMENTARY SCHOOL BERKSHIRE AVE., PUTNAM ST., & HALLET ST. Bridgeport Connecticut" Drawing prepared by: Alfred Benesch & Co., Glastonbury, CT 06033, Project No. 70239. Date: April 8, 2015, Scale: 1"=50', Drawing No. 1 of 1."

---

### Berkshire Avenue Discontinuance Description

Beginning at a point; said point this the southwesterly corner of the herein described parcel and is located on the easterly street line of Pembroke Street and the southerly street line of Berkshire Avenue in the City of Bridgeport, State of Connecticut and is depicted on the above referenced plan.

Thence running  $N7^{\circ}35'31''E$  along the easterly street line of Pembroke Street, a distance of 50.11' feet to a point;

Thence running  $S86^{\circ}08'29''E$ , along the northerly Street line of Berkshire Avenue, a distance of 238.94' to a point:

Thence running  $S3^{\circ}51'31''W$ , a distance of 50.00' to a point;

Thence running  $N86^{\circ}08'29''W$ , along the southerly Street line of Berkshire Avenue, a distance of 242.20' to the point and place of beginning.

Parcel contains and area of 12,028 square feet or 0.27 acres.

## Reference Map

Reference is made to the following map: "CITY OF BRIDGEPORT ROAD DISCONTINUANCE PLAN LUIS MUNOZ MARIN ELEMENTARY SCHOOL BERKSHIRE AVE., PUTNAM ST., & HALLET ST. Bridgeport Connecticut" Drawing prepared by: Alfred Benesch & Co., Glastonbury, CT 06033, Project No. 70239. Date: April 8, 2015, Scale: 1"=50', Drawing No. 1 of 1."

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## Hallet Street Discontinuance Description

Beginning at a point; said point this the northwesterly corner of the herein described parcel and is located on the southerly street line of Boston Avenue and the westerly street line of Hallet Street in the City of Bridgeport, State of Connecticut and is depicted on the above referenced plan.

Thence running  $S55^{\circ}15'12''E$  along the southerly street line of Boston Avenue, a distance of 56.89' feet to a point;

Thence running  $S6^{\circ}15'04''W$ , along the easterly Street line of Hallet Street, a distance of 307.05' to a point:

Thence running  $N83^{\circ}44'56''W$ , a distance of 50.00' to a point;

Thence running  $N6^{\circ}15'04''E$ , along the westerly Street line of Hallet Street, a distance of 334.19' to the point and place of beginning.

Parcel contains and area of 16,031 square feet or 0.37 acres.

## Reference Map

Reference is made to the following map: "CITY OF BRIDGEPORT ROAD DISCONTINUANCE PLAN LUIS MUNOZ MARIN ELEMENTARY SCHOOL BERKSHIRE AVE., PUTNAM ST., & HALLET ST. Bridgeport Connecticut" Drawing prepared by: Alfred Benesch & Co., Glastonbury, CT 06033, Project No. 70239. Date: April 8, 2015, Scale: 1"=50', Drawing No. 1 of 1."

---

## Putnam Street Discontinuance Description

Beginning at a point; said point this the southwesterly corner of the herein described parcel and is located on the easterly street line of Pembroke Street and the southerly street line of Putnam Street in the City of Bridgeport, State of Connecticut and is depicted on the above referenced plan.

Thence running  $N7^{\circ}35'31''E$  along the easterly street line of Pembroke Street, a distance of 50.11' feet to a point;

Thence running  $S86^{\circ}14'29''E$ , along the northerly Street line of Putman Street, a distance of 426.35' to a point:

Thence running  $S6^{\circ}15'04''W$ , a distance of 50.05' to a point;

Thence running  $N86^{\circ}08'29''W$ , along the southerly Street line of Putnam Street, a distance of 427.52' to the point and place of beginning.

Parcel contains and area of 21,347 square feet or 0.49 acres.

**A-2 Survey of Discontinued Streets**



LOCATION PLAN N.T.S.

CHANGELIST CORNER

POINT	COORDINATES	ELEVATION	FILE
1	1000.000	100.000	1000.000
2	1000.000	100.000	1000.000
3	1000.000	100.000	1000.000
4	1000.000	100.000	1000.000

- NOTICE:**
- THE SHOWN AREAS AND MAP ARE BEING PROVIDED IN ACCORDANCE WITH THE REGULATIONS OF THE STATE OF CONNECTICUT, CHAPTER 12-100, SECTION 12-100-100.
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IN THE CITY OF BRIDGEPORT, CONNECTICUT, I, THE ENGINEER, DO HEREBY CERTIFY THAT THIS MAP IS SUBSTANTIALLY CORRECT AS SHOWN AND NOTED HEREON.  
 DATE: APRIL 8, 2011

DAVID A. CARROLL, P.E., No. 70038  
 CIVIL ENGINEER  
 DAVID A. CARROLL & COMPANY, Glastonbury, Connecticut  
 100 WEST 11TH STREET, SUITE 100, BRIDGEPORT, CT 06605



[Handwritten signatures and initials, including 'SFB', 'D.A.C.', and 'D.A.C. 4/8/11']

DATE	DESCRIPTION