

# AGENDA

## CITY COUNCIL MEETING

MONDAY, DECEMBER 19, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: Bridgeport Chargers Football Team for winning the American Youth Football National Championship.

City Council Citation: Bridgeport Chargers Football Team Members and Staff in recognition of their winning the American Youth Football National Championship.

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: November 7, 2011

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

- 24-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Elda Blanca, referred to Miscellaneous Matters Committee.
- 25-11** Communication from City Attorney re: Proposed Pilot Program Agreement with United Illuminating regarding the Installation of an Electric Vehicle Charging Station at City Hall, referred to Contracts Committee.
- 26-11** Communication from Public Facilities re: Proposed Resolution to enter into a Site Lease with GP Renewables & Trading, LLC regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena referred to Contracts Committee.
- 27-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DEEP - Community Gardens Grant Program, referred to Economic and Community Development and Environment Committee.

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

- \*20-11** Contracts Committee Report re: Employment Contract with Chief of Police, Joseph Gaudett.
- \*21-11** Contracts Committee Report re: Employment Contract with Fire Chief, Brian Rooney.

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

- \*02-11** Budget and Appropriations Committee Report re: Resolution Affirming and Approving Financing in the amount of \$44,000,000 for the Design, Rehabilitation, Upgrading and Construction of Various Improvements to the Combined Sewer Overflow Facilities.
- \*06-11** Budget and Appropriations Committee Report re: Approval of Additional Capital Project Authorization to the 2012-2016 Capital Plan – Columbus & Longfellow School Projects (2,700,000).
- \*07-11** Budget and Appropriations Committee Report re: Approval of General Obligation Bonds - To Fund Certain Capital Improvement Projects (2,700,000).

**MATTERS TO BE ACTED UPON:**

- 01-11** Contracts Committee Report re: Agreement with NAGE, National Association of Government Employees, Local RI-200 concerning their collective bargaining unit agreement.

**CITY COUNCIL MEETING**

**Monday, December 19, 2011**

**7:00 p.m.**

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

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Colon, Olson, Brantley  
T. McCarthy, Lyons, Bonney, Blunt, dePara, Silva, M. Ayala, Martinez,  
Paoletto, Curwen, Baker

**ABSENT:** Council members: Taylor-Moye, Austin, Vizzo-Paniccia, Holloway

Mayor Finch called the meeting to order at 7:10 pm.

- Prayer - Council member Baker offered the prayer.
- Pledge of Allegiance - Kiante a member of the Bridgeport Chargers Football Team led the pledge of allegiance.
- Roll Call - The City Clerk took the roll call and announced there was a quorum.
- Moment of Silence - Council President asked everyone to join in a moment of silence for a former city employee, Alba Rodriguez.

RECEIVED  
CITY CLERK'S OFFICE  
2011 DEC 21 A 10:59  
CITY OF BRIDGEPORT

Mayoral Proclamation: Bridgeport Chargers Football Team for winning the American Youth Football National Championship.

City Council Citation: Bridgeport Chargers Football Team Members and Staff in recognition of their winning the American Youth Football National Championship.

The Bridgeport Chargers Football Team Members, Coaches and Staff came to the front of council chambers to accept the city council citation.

Mayor Finch and Council President McCarthy approached the front of council chambers to present the Mayoral Proclamation and City Council Citation.

Council President McCarthy stated that at the beginning of a city council meeting, they recognize great things that are happening in Bridgeport. He expressed that when he looked at the kids on the team; they not only won games locally and regionally, they then traveled to Florida to win. He coined the phrase that "*No One is Better than Bridgeport!*" and he added that no one is better than the Bridgeport Chargers. He expressed that there was pride to have them there and he stated to the team that they should never let anyone talk about the City of Bridgeport – *to a round of applause!*

Council President McCarthy read the citation. He acknowledged that the team are Champions in the 7<sup>th</sup> grade division. He wished them all well wishes on this memorable occasion and continued success on behalf of him and the entire City Council.

Council member Martinez congratulated everyone on the team. She expressed that she was happy with the team's accomplishment and continued success.

Mayor Finch stated that it was a great day. He expressed that they should all be proud from the city they come from. He further mentioned adoption day in Bridgeport and he recognized the parents of one of the team members, who have adopted five children. He stated that great parents make good student athletes.

Mayor Finch read and individually acknowledged all the coaches and team members – *to thunderous applause!* He thanked everyone for coming out tonight to honor the team. – *a group picture was taken with the team, Mayor Finch and Council President McCarthy.*

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: November 7, 2011

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO ACCEPT THE MINUTES**
- \*\* COUNCIL MEMBER dePARA SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

**ANNOUNCEMENTS:**

*Council President McCarthy announced the following council members absent for the reasons indicated:*

Council member Vizzo-Paniccia hurt her back; Council member Curwen had a family matter to attend to; Council member Taylor-Moye had a prior commitment at a Bridgeport Housing meeting and Council member Austin had a family issue.

Mayor Finch announced once again that the former Assistant Town Clerk, Alba Rodriguez served the city for twenty plus years; he expressed that she would be sincerely missed.

Council President McCarthy stated that there would be a caucus following the meeting.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 24-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Elda Blanca, referred to Miscellaneous Matters Committee.
- 25-11** Communication from City Attorney re: Proposed Pilot Program Agreement with United Illuminating regarding the Installation of an Electric Vehicle Charging Station at City Hall, referred to Contracts Committee.
- 26-11** Communication from Public Facilities re: Proposed Resolution to enter into a Site Lease with GP Renewables & Trading, LLC regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena referred to Contracts Committee.
- 27-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DEEP - Community Gardens Grant Program, referred to Economic and Community Development and Environment Committee.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**\*\* COUNCIL MEMBER dePARA SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

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

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard. The city clerk read the consent calendar items into the record.

- \*20-11** Contracts Committee Report re: Employment Contract with Chief of Police, Joseph Gaudett.
- \*21-11** Contracts Committee Report re: Employment Contract with Fire Chief, Brian Rooney.

- \*02-11** Budget and Appropriations Committee Report re: Resolution Affirming and Approving Financing in the amount of \$44,000,000 for the Design, Rehabilitation, Upgrading and Construction of Various Improvements to the Combined Sewer Overflow Facilities.
- \*06-11** Budget and Appropriations Committee Report re: Approval of Additional Capital Project Authorization to the 2012-2016 Capital Plan – Columbus & Longfellow School Projects (2,700,000).
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**\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED**

Council member Olson stated he didn't see the paperwork related to the consent calendar items. He said he thought there should be some background information submitted before they vote on the items.

Council President McCarthy explained that when items are called on the consent calendar, generally there is no discussion. He further explained that this meant the items have gone through committee and they have been approved. He clarified that when it's asked if there are any items to be removed, it can be pulled off the agenda for discussion at that time. He said all the items on the calendar went through committee and have been discussed. He added this is where the real detailed work gets done and if a council member should happen to abstain from the vote during committee; then it can be removed from the calendar and discussed.

Council member dePara stated that all the items were included in the first packet and distributed to the council members by the city clerk. He urged Council member Olson to read all the information he receives for future council meetings.

Mayor Finch spoke to the item. He clarified that if they decide to sell assets, the debt is carried by the city; he said he would rather have a regional authority carry it, but the reality is that Bridgeport has to carry it.

**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON:**

**01-11** Contracts Committee Report re: Agreement with NAGE, National Association of Government Employees, Local RI-200 concerning their collective bargaining unit agreement.

**\*\* COUNCIL dePARA MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Silva stated that the item passed in committee with two (2) abstentions. He noted that a document was submitted tonight that outlined the breakdown of the agreement.

Tom Sherwood addressed the wages portion of the contract. He stated that the document wasn't prepared by him. However, he said that what was submitted was the salary value for the life of contract in the amount of \$2.2 million. He noted that \$800k consists of the money in the general fund. He gave the breakdown of the wages contract as follows:

- Salary value - \$812k
- Library - \$115k
- BOE General Fund - \$85k
- Nutrition - \$303k
- BOE & City Grant - \$120k
- WPCS - \$12k

He further reviewed the union contract and he said they found it would amount to a total overall savings for the life of the contract, noting that the cost for healthcare would be \$690k that he said was a fair contract overall.

Council member dePara asked Tom Sherwood to repeat the breakdown of the wages contract:

- Salary value - \$812k
- Library - \$115k
- BOE General Fund - \$85k
- Nutrition - \$303k
- BOE & City Grant - \$120k
- WPCS - \$12k

Council member Olson asked how the Board of Education would go about reducing their costs, taking the contract into consideration. Mr. Sherwood clarified that the contract only outlines the values of the present Board of Education membership.

**\*\* MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE ABSTENTION  
(COUNCIL MEMBER PAOLETTO)**

Council President McCarthy acknowledged Dwayne Harrison, who was present in the audience as the President of NAGE.

He also acknowledged the President of the Fire Union; the Police Chief and the Fire Chief who were all present in the audience.

New business:

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF REFERRING AN ITEM TO COMMITTEE  
\*\* COUNCIL MEMBER PAOLETTO SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO REFER RE: CREATION OF A  
CHARTER REVISION COMMISSION TO THE ORDINANCE COMMITTEE  
\*\* COUNCIL MEMBER LYONS SECONDED (Item #30-11)  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF REFERRING AN ITEM TO COMMITTEE  
\*\* COUNCIL MEMBER LYONS SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO REFER RE: APPOINTMENT OF  
MEMBERS OF THE CHARTER REVISION COMMISSION FOR THE CITY OF  
BRIDGEPORT TO THE ORDINANCE COMMITTEE (Item #31-11)  
\*\* COUNCIL MEMBER dePARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF REFERRING AN ITEM TO COMMITTEE  
\*\* COUNCIL MEMBER BRANTLEY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO REFER RE: CITY COUNCIL  
PROVISION OF SUITABLE POLLING PLACES IN THE CITY COUNCIL  
DISTRICTS AND DEFINITION OF BOUNDARIES TO BE SERVED BY EACH  
SUCH POLLING PLACE PURSUANT TO BRIDGEPORT CHARTER, CH.5, SEC.  
2(d) TO THE ORDINANCE COMMITTEE (Item #29-11)  
\*\* COUNCIL MEMBER BRANNELLY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Council member Martinez requested that a listing of all the polling places be provided to the city council members when it's compiled. Council President McCarthy noted that the polling places were attached to the submission that was distributed.

**\*\* COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF REFERRING AN ITEM TO COMMITTEE  
\*\* COUNCIL MEMBER LYONS SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO REFER RE: BRIDGEPORT  
HARBOR PLACE LLC TO THE MISCELLANEOUS MATTERS COMMITTEE  
\*\* COUNCIL MEMBER BRANTLEY SECONDED (Item #28-11)  
\*\* MOTION PASSED UNANIMOUSLY**

*Council President McCarthy reminded everyone that there would be a caucus held following the meeting.*

*He wished everyone a Merry Christmas, Happy Hanukah and a Happy Kwanza...he expressed that he hoped everyone had a great holiday!*

## **ADJOURNMENT**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN  
\*\* COUNCIL MEMBER BRANNELLY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Lasko, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM. #24-11 Referred to Miscellaneous Matters Committee  
on 12/19/2011

December 12, 2011

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

**Re: Proposed Settlement of Pending Litigation in the Matter of Elda Blanca v. COB**

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Elda Blanca	Fall Down/ Personal Injury	Kolesnick & Norris 80 Central Avenue Waterbury, CT 06702	\$47,500.00

Kindly place this matter on the agenda for the City Council meeting on December 19, 2011 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

  
Mark T. Anastasi  
City Attorney

cc: Bill Finch, Mayor  
Fleeta C. Hudson, City Clerk  
Kim Laue

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

Michael G. Caldwell  
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Ronald J. Pacacha  
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

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

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



COMM. 25-11 Referred to Contracts Committee on  
12/19/2011

HAND DELIVERY

December 14, 2011

Fleeta Hudson  
City Clerk  
City Hall Committee  
45 Lyon Terrace  
Bridgeport, CT 06604

RECEIVED  
CITY ATTORNEY'S OFFICE  
DEC 14 P 4:09

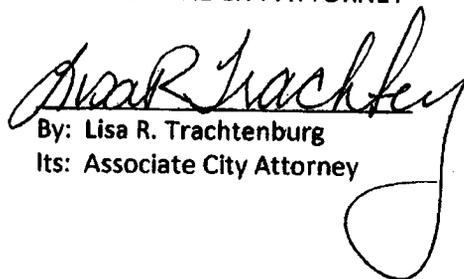
Re: A Resolution Electric Car Charging Station at City Hall

Dear Ms. Hudson:

On behalf of Ted Grabarz and the Public Facilities Department, kindly find attached the above-referenced resolution for approval to install an electric car charging station at City Hall. I am requesting that this matter be placed on the Council agenda for Monday, December 19, 2011 for referral to Contracts Committee.

Thank you in advance for your time and attention to this matter. I remain available for any questions, comments and/or concerns.

Sincerely,  
OFFICE OF THE CITY ATTORNEY

  
By: Lisa R. Trachtenburg  
Its: Associate City Attorney

cc. Mayor Finch  
Adam Wood  
Andrew Nunn  
Ted Grabarz  
Mark Anastasi  
John Cottell

**A Resolution by the Bridgeport City Council  
Regarding the Installation of an Electric Vehicle Supply Equipment At City Hall as part of  
United Illuminating Pilot Program**

WHEREAS, the City of Bridgeport ("City") was approached by United Illuminating Company ("UI") to participate in its Pilot Program to support and encourage the use of electronic vehicles within its service area; and

WHEREAS, UI is seeking permission to install an electric vehicle charging apparatus ("Appliance") at the City Hall parking lot for two (2) years, which may be earlier terminated by either party in accordance with the Pilot Program Agreement attached hereto and made a part hereof; and

WHEREAS, the Mayor through his BGreen 2020 Sustainability Program, Mayors Executive Order of 2008, Green House Gas Reduction Goals of 2009, and Energy Strategy of 2010, Main Street Power a developer of renewable energy in Bridgeport, intends to encourage technologies and methodologies to reduce the carbon; and

WHEREAS, UI will maintain ownership of the Appliance during the term of the Pilot Program Agreement, pay the electrical charges associated therewith, and will bear all the cost of installation and repairs, except those occasioned by the City's use of the Appliance; and

WHEREAS, at the end of the term of the Pilot Program Agreement, the City may opt to purchase the Appliance or have it removed at UI's expense.

NOW, THEREFORE BE IT RESOLVED, the Mayor is authorized, upon the approval as to form by the Office of the City Attorney, to execute the Pilot Program Agreement with UI, substantially in the form attached hereto and made a part hereof, and thereby authorize the installation of the Appliance at the City Hall parking lot.



ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)  
PILOT PROGRAM AGREEMENT

This Pilot Program Agreement ("Agreement") made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between The United Illuminating Company ("UI") and the following customer ("Customer");

Name of Customer \_\_\_\_\_

Address \_\_\_\_\_ Address of EVSE Installation \_\_\_\_\_

City and State \_\_\_\_\_ City and State \_\_\_\_\_

UI Account Number \_\_\_\_\_ UI Meter Number \_\_\_\_\_

1. **Subject.** Subject to the terms and conditions contained in this Agreement, Customer shall participate in UI's EVSE Pilot Program a summary of which is provided as Attachment I hereto (the "Pilot Program"). UI shall supply to Customer a \_\_\_\_\_ (Manufacturer's Name) EVSE and associated components (such EVSE, including any and all replacements of the foregoing are together called the "Appliance") to be installed by UI or its designee as set forth herein for the Customer for such Customer's general use at the location set forth above ("Premises").

2. **Installation.** UI or its designee shall install the Appliance on the Premises at no cost to the Customer. Notwithstanding the foregoing, as a condition precedent to such installation, UI shall have determined, in UI's sole opinion, that Customer's electric service is able to safely accommodate the Appliance. Such installation shall include all necessary wiring for installation of the Appliance. The Customer further acknowledges and agrees that conduit wiring, if required, for the installation of the Appliance shall be exposed unless, in UI's sole opinion, such conduit wiring can be concealed without increasing the cost of the Appliance installation. All wiring installed in connection with the installation of the Appliance shall become the property of the Customer once installed by UI or its designee.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated as provided for in this Agreement (the "Term"). No later than 5 days following the end of the Term, Customer shall notify UI of Customer's decision as to whether it will have the Appliance removed by UI or whether it will purchase, or, if permitted under laws and regulations then applicable to UI, lease the Appliance from UI. Customer will be required to sign a new agreement, provided by UI, to purchase or lease the EVSE. UI shall remove the Appliance at no cost to the customer within 30 days of the end of the Term if no such agreement has been signed by the Customer.

4. **Termination.** This Agreement may be terminated by UI: (i) upon a breach by Customer of any other condition of this Agreement to be performed or observed by Customer, which breach is not cured within ten (10) days of UI's written notice to Customer of the same; (ii) upon the completion of the Pilot Program, at least thirty (30) days prior written notice of which shall be provided by UI to Customer; or (iii) immediately upon Customer's notification to UI of a sale or transfer of the Premises in accordance with Section 10 hereof. Customer may terminate this Agreement at any time by providing UI with thirty (30) days prior written notice of termination. Customer hereby surrenders any claim or right of action caused by reason of such entry, disconnection and removal. Termination by UI pursuant to this Section 4 shall not constitute a release of Customer from its obligations hereunder with respect to the Appliance nor prejudice UI from pursuing any other remedies to which it otherwise might be entitled on account of breach by Customer of this Agreement. Customer shall be liable for all reasonable legal fees and costs incurred by UI in the enforcement of its rights hereunder.

5. **Ownership and Operation.** The Appliance shall at all times be the sole and exclusive property of UI. Customer shall have no property interest in the Appliance except for the right to use the Appliance at the Premises during the Term in accordance with the terms of this Agreement. Customer shall operate the Appliance in accordance with applicable manufacturer's manual of instructions (the "Instructions"). Without limiting the Customer's other obligations under this Agreement, Customer specifically acknowledges and agrees that:

- Customer shall have the right to use and operate the Appliance only during the Term, unless otherwise agreed to in writing by the parties hereto,
- Customer shall use and operate the Appliance only to charge electric vehicles with connection equipment that is compatible with the Appliance in strict accordance with the Instructions and shall not connect the Appliance to any other vehicles or equipment, including but not limited to any other vehicle without connection equipment that is compatible with the Appliance,
- Customer shall not damage, remove, relocate, tamper with, adjust, make alterations to, or repair the Appliance,
- Customer shall not remove or deface the nameplate identifying the Appliance as the property of UI; and
- Customer shall provide UI or its designee with access during regular business hours to the Appliance or any area of the Premises necessary for UI or its designee to inspect, repair, maintain or disconnect or remove the Appliance, to measure electricity usage by the Appliance, or to otherwise enforce its rights under this Agreement.

Customer hereby acknowledges and agrees that any use of the Appliance other than as permitted herein or in contravention of the terms and conditions of use as set forth herein constitutes a misuse of the Appliance.

**6. Repairs.** Customer shall provide timely notice to UI in the event that the Appliance requires any repairs and UI shall, at its cost and expense, make such required repairs, to the extent repair is necessary; provided, however, that additional repair costs or damages resulting from Customer's failure to provide timely notice to UI shall be the sole and exclusive responsibility of Customer; and provided further that repair costs resulting from Customer's misuse of the Appliance shall be Customer's sole and exclusive responsibility. Notwithstanding the foregoing, UI shall have no obligation whatsoever with respect to maintenance and repair of the wiring installed in support of the Appliance and maintenance and repair of such wiring shall be Customer's sole and exclusive responsibility. Customer acknowledges that the manufacturer of the Appliance is solely responsible for any and all Appliance defects and UI assumes no responsibility with respect thereto, except for attempting to make repairs as provided for herein.

**7. Fees.** Except as provided herein, Customer shall be exempted from UI's standard installation and equipment fees with respect to the Appliance during the Term. UI, ~~in its sole discretion, may~~ credit Customer for all or a portion of electricity usage by the Appliance.

**8. Liability for Damage.** Subject to Section 6, customer shall be liable for all damage to the Appliance, including but not limited to all damage and injury resulting from the operation, use or misuse of the Appliance, during the term of this Agreement and shall pay to UI the value of the Appliance or any part thereof that has been so damaged, ordinary wear and tear excepted, within thirty (30) days after UI's written demand therefor.

**9. Indemnification.** Each party shall indemnify and hold the other, and its respective officers, directors, employees, agents, affiliates and representatives, harmless from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses (i) are caused by the such party's negligent acts, errors or omissions or (ii) arise out of such party's breach or non-performance of this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the parties, they shall be borne by each party in proportion to such party's negligence.

**10. Notices.** Any notices required to be in writing under this Agreement shall be delivered personally, by mail postage prepaid or by overnight courier to the addresses of the parties set forth herein. Any notice so given shall be deemed given on the date delivered. In addition to the foregoing, Customer agrees to notify UI in writing at least thirty (30) days prior to any sale or transfer of the Premises and to notify any prospective purchaser or tenant of the Premises that title to the Appliance is in UI.

**11. Miscellaneous.** This Agreement embodies the entire agreement and conditions relating to the subject matter hereof. This Agreement may only be amended or modified by an instrument in writing duly executed by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The waiver by UI or Customer of a breach or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Customer understands that the Customer's electric service is provided under UI's Terms and Conditions. UI's Terms and Conditions may be amended from time to time by the Connecticut Department of Public Utility Control ("DPUC"), and such amendments will become applicable to this Agreement on the effective date of the amendments. In addition to the foregoing, this Agreement and the Pilot Program are subject to any and all decisions, orders, rulings, directives or determinations made by the DPUC as the DPUC may issue from time to time (including but not limited to modifications to or termination of this Agreement and/or the Pilot Program).

**NOTICE TO CUSTOMER: THIS IS A PILOT PROGRAM. YOU ARE NOT BUYING THE APPLIANCE PURSUANT TO THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT WHEN YOU SIGN IT.**

CUSTOMER

THE UNITED ILLUMINATING COMPANY

\_\_\_\_\_  
Customer's Signature

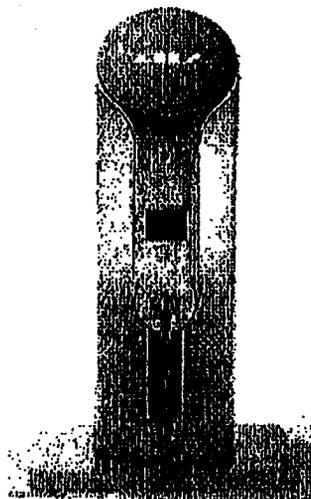
\_\_\_\_\_  
UI Representative

I have read and understand the terms and conditions of this EVSE Pilot Program Agreement. I hereby consent to the use and installation of the Appliance at the Premises pursuant to the terms and conditions contained in this Agreement.

\_\_\_\_\_  
Owner's Signature

170512272353980.1

**The United Illuminating Company's  
Electric Vehicle Supply  
Equipment (EVSE) Pilot**



**City of Bridgeport**

**September 7, 2011**  
COB – SJT Comments 8.12.11

### **Summary**

The United Illuminating Company (UI) is offering the City of Bridgeport the opportunity to be a part of its Electric Vehicle Supply Equipment (EVSE) Pilot. UI is proposing to install at no cost to the City of Bridgeport a charging station at City Hall. The charging station will be individually metered for research purposes to determine the usage at each charging station location.

At Bridgeport's City Hall, UI is able to directly receive the electricity through its own lines and meters for the electric vehicle charging station. UI will pay the bill for the charging station on-line. Since the City of Bridgeport will not be billed, there will be no incentive fee provided.

The pilot will last about two years, but may be terminated or extended by UI at UI's sole discretion based in the Terms and Conditions. The pilot is also subject to any and all decisions, orders, rulings, directives or determinations made by the Connecticut Department of Energy and Environmental Protection (DEEP), including but not limited to modifications to or termination of the pilot.

### **Background**

In 2010, the City of Bridgeport and UI began discussions on how to prepare Bridgeport to be plug-in electric vehicle ready. In August 2011, UI and the City of Bridgeport looked at the Harbor Yard Garage and the Port Authority Ferry lot as additional charging stations in addition to the City Hall parking lot at 45 Lyon Terrace. The Port Authority Ferry was not a viable option by UI's engineering team based on the location and high install costs. UI will revisit the idea, when Port Authority Ferry builds a garage at this site. These locations are subject to change based on approval by City of Bridgeport, State of Connecticut, UI, and other Stakeholders.

Garages or long term parking are the best locations for charging stations, since plug-in electric vehicles can take between four and eight hours to charge depending on the vehicle type and battery size. This charging duration closely reflects the amount of time daily that many cars spend in the parking structures.

Studies have shown that the majority of charging will occur at home, but consumers with longer commutes could charge during work hours. As part of the pilot, UI is interested in collecting the daily usage patterns of plug-in electric vehicles charging during on-peak, and studying how this charging may impact the electric grid.



**SPECIFICATION**

Connector	MODEL 1 EVSE SAE J1772
Voltage	208VAC to 240VAC
Frequency	50Hz / 60Hz
Current	30A max
Operating Temperature	-30°C to 50°C
Storage Temperature	-40°C to 60°C
Humidity	Up to 95% RH, Non-condensing
Cord length	Up to 15' available
Enclosure	NEMA 4
Connectivity options	IEEE 802.11 (WiFi) IEEE 802.15.4 (Zigbee) PLC Ethernet Cellular GSM / GPRS GFVCCID Service Ground Monitor CCID Self-Test
Safety	Automatic Reclosure UL2231-1 and-2 for EV UL2202 UL2594
Regulatory Compliance	

See also current and future software changes.

### **Locations of Charging Stations**

Individuals representing UI, City of Bridgeport, and FUSCO Management determine the best locations to install the charging station. Installation costs were considered as well as convenient parking space near entrances, stairwells, and/or elevators to incentivize customers with plug-in electric vehicles.

### **Charging Station**

**City Hall**

**45 Lyon Terrace Bridgeport, CT**

**UI Customer Account # 100000686165**

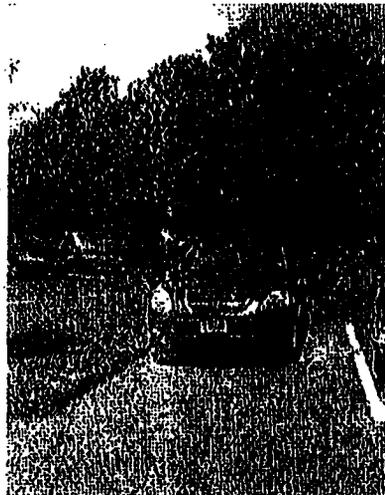
**Meter # 014029833**

**Unit: AeroVironment, EVSE - CS**

**Location: Front row parking spot next to median.**

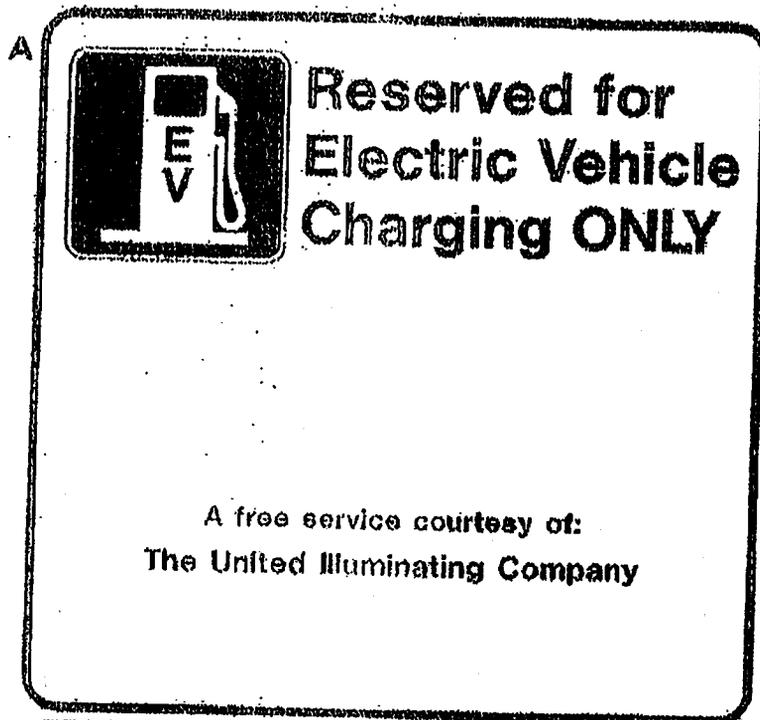
### **Scope of Work**

- Pull Permit.
- Install new pole and transformer in median.
- Run overhead wire from existing pole across the parking lot to new pole.
- Dig trench for conduit, transformer, and charging station.
- Set concrete pad or UI lighting base for charging station base.
- Run conduit and wire underground from overhead pole to transformer and then to charging station.
- Mount meter on pole.
- Install charging station and terminate wiring.
- Test and verify charging station.
- Install sign at parking spot.



**Signage**

- Description to signage at charging station is subject to change based on City of Bridgeport or other Stakeholders' request
- Sample Wording:  
"Reserved for Electric Vehicle Charging Only.  
A Free Service courtesy of: The United Illuminating Company and City of Bridgeport"
- Additional wording can be applied upon request. For instance, maximum number of hours, no overnight parking, etcetera.



2'-6" x 2'-6"

1'-0" x 2'-6" Helo panel

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Individuals representing UI, City of Bridgeport, and FUSCO Management determine the best locations to install the charging station. Installation costs were considered as well as convenient parking space near entrances, stairwells, and/or elevators to incentivize customers with plug-in electric vehicles.

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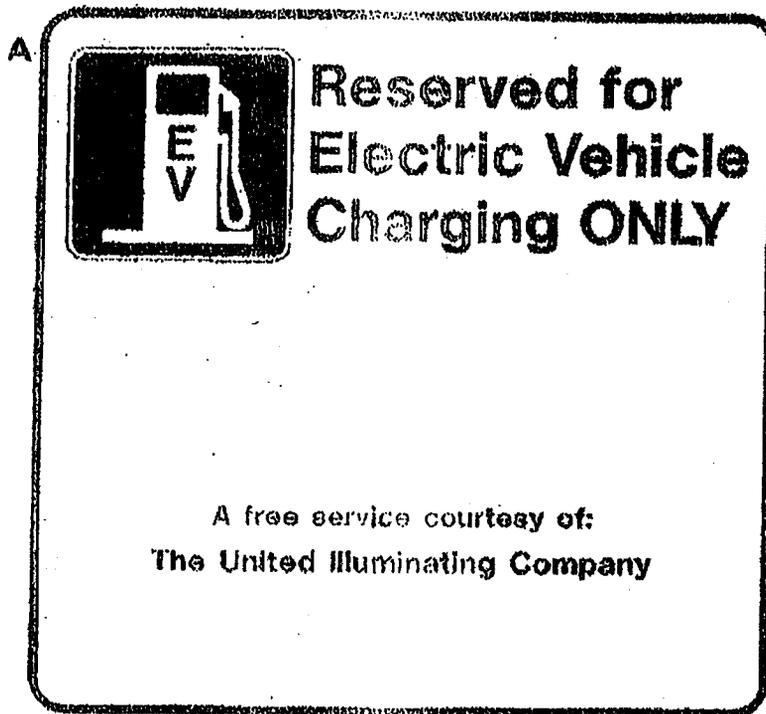
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2'-6" x 2'-6"

1'-0" x 2'-6" Halo panel



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

**CHARLES M. CARROLL**  
*Director Public Facilities*

**BILL FINCH**  
Mayor

COMM. #26-11 Referred to Contracts Committee on  
12/19/2011

HAND DELIVERY

December 13, 2011

City Council  
c/o City Clerk's Office  
45 Lyon Terrace, Room 204  
Bridgeport, CT 06604

RECEIVED  
CITY CLERK'S OFFICE  
2011 DEC 14 P 4:09  
ATTEST  
CITY CLERK

**RE: Resolution regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena**

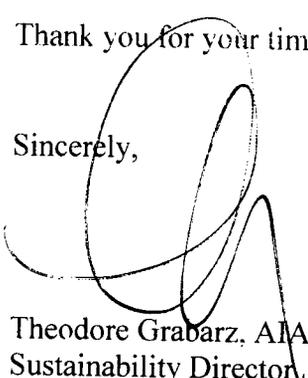
Dear Honorable Council Members:

Kindly find attached the above referenced resolution for approval to assist in the reduction of utility costs at the Webster Bank Arena, through the use of fuel cells and solar photovoltaic technology.

I am requesting this matter be placed on the City Council agenda for Monday, December 19, 2011.

Thank you for your time and consideration. As always, I am available for any questions.

Sincerely,



Theodore Grabarz, AIA, ASLA  
Sustainability Director  
Deputy Director of Public Facilities

**A Resolution by the Bridgeport City Council**

**Regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena in Bridgeport, CT**

WHEREAS, Connecticut Islanders, LLC, ("Arena Operator") the City's designated operator of the Webster Bank Arena at Harboryard ("Arena") under that certain Operating Agreement dated as of July 25, 2000 as amended to date ("Operating Agreement") is interested in reducing utility costs;

WHEREAS, the benefit of reducing utility costs will permit the Arena Operator to save substantially and by doing so, can bring more events to the Arena and contribute to a more vibrant economic revitalization of the downtown through increased street traffic to downtown restaurants, local attractions etc.

WHEREAS, the Operator has an opportunity to implement a renewable energy project at the Arena with GP Renewables & Trading, LLC ("GP"), a developer of renewable energy in Bridgeport to install a solar energy system or a fuel cell (the "Project") at no cost or obligation to the City; and

WHEREAS, GP will provide funding arrangements, design and engineering services, bonding and insurance satisfactory to the City in order to develop the Project ; and

WHEREAS, GP will provide power to the Arena at a lower cost than is currently available to the Operator from conventional energy providers under a Power Purchase Agreement ("PPA") for a period of ten (10) years, and would like to obtain from the City the right to operate the Project under a Site Lease Agreement ("Site Lease") for twenty (20) years beyond the expiration of the PPA with the Operator; and

WHEREAS, upon the termination of the Site Lease, either the City will grant an extension of the Site Lease or GP will remove the facilities constituting the Project from the Arena or the Arena site and will restore the Arena to the same condition it was found prior to the construction of the Project at its own cost and expense without the City incurring any costs or expenses whatsoever; and

WHEREAS, GP, the Operator and the City will enter into such mutually-acceptable agreements and take such other actions as they deem necessary or desirable to implement the Project.

NOW, THEREFORE, BE IT:

RESOLVED that the City agrees to enter into a Site Lease with GP and an agreement with the Operator on terms and conditions mutually agreeable to the parties for the construction and continuation of the Project at the Arena and authorizes the Mayor or the Chief Administrative Officer to negotiate and execute such agreements, enter into such other agreements as may be required consistent with this resolution, and take such other necessary or desirable actions in furtherance of the Project as they may deem to be in the best interests of the City.



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM. #27-11 Referred to ECD&E Committee on  
12/19/2011

December 14, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office  
Re: Resolution - DEEP Community Gardens Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

**Grant:** City of Bridgeport application to the State of Connecticut DEEP - Community Gardens Grant Program

RECEIVED  
CITY OF BRIDGEPORT OFFICE  
2011 DEC 14 P 4: 57

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

**WHEREAS**, this financial assistance has been made possible through the State of Connecticut Department of Energy and Environmental Protection and,

**WHEREAS**, financial assistance under this grant will be used to upgrade and improve five (5) Community Gardens, which include (Street Address): 414 Barnum Avenue, 418 Barnum Avenue, 282 Hough Avenue, 1134 State Street and 331 Clinton Avenue. The improvements to the listed sites shall include, but not be limited to the following:

- ❖ The purchase of materials for the construction of garden beds, these beds may be raised or otherwise defined. .
- ❖ Cost associated with the preparation of the garden site to include site work, grading, installation of drainage, installation of utilities, stockpiling of the existing soil, rock/stone removal, tree root removal, harrowing, purchase and incorporation of organic compost into the soil, soil testing and/or soil removal.
- ❖ The purchase of soil and/or mulch and/or compost suitable for the cultivation of plants.
- ❖ The purchase and/or installation of an irrigation system, including the cost associated with connection to the public water system to service the plant beds.
- ❖ The purchase of gardening tools (non-power), reference gardening books, seeds, vegetable /herb plants, bushes (berry), trees (fruit), vines (grapes), storage shed, composting equipment, garden hose, plant supports and weed control fabric material.
- ❖ The purchase and installation/placement of fencing, signage, lighting and other garden amenities.
- ❖ The development/installation of a pedestrian/gardener pathway or sidewalk within the garden site.
- ❖ Landscaping the disturbed area not being used for the community garden proper.
- ❖ Associated work for this project shall include required surveying, engineering, architectural and landscape services, including advertizing and public notice ads.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport enter into agreement with the State of Connecticut Department of Energy and Environmental Protection in an amount not to exceed \$ \$46,312 with a 35% match provided by the Bridgeport Community Land Trust, for the purpose of upgrading and improve five (5) Community Gardens, within the City of Bridgeport ; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Environmental Protection Agency to provide financial assistance and help to upgrading and improve five (5) Community Gardens, within the City of Bridgeport;
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application State of Connecticut Department of Energy and Environmental Protection with the Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



## GRANT SUMMARY

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PROJECT TITLE: State of Connecticut Department of Energy Environmental Protection

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development\_

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER:   203-332-5665  

### **PROJECT SUMMARY/DESCRIPTION:**

The City of Bridgeport is seeking financial assistance from the State of CT Dept. of Environmental Protection to upgrade and improve five (5) Community Gardens which include (Street Address): 414 Barnum Avenue, 418 Barnum Avenue, 282 Hough Avenue, 1134 State Street and 331 Clinton Avenue.

**Project Period:** 1 year grant project period.

**PROJECT GOALS AND PROCEDURES:** The City will work with the Bridgeport Community Land Trust to develop these gardens for neighborhoods to improve access to healthy foods.

### **IF APPLICABLE**

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$46,312	Supplies:
City:	
Other: \$35% match- Bridgeport Community Land Trust	

**\*20-11 Consent Calendar**

Employment Contract with Chief of Police, Joseph Gaudett.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: December 19, 2011**

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

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

*Fleeta C. Hudson*  
City Clerk

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Approved \_\_\_\_\_

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*Mayor*

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# 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:

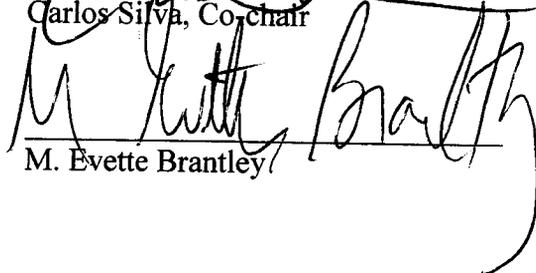
## **\*20-11 Consent Calendar**

**RESOLVED**, That the attached Employment Contract with Chief of Police, Joseph Gaudett, for a period of five (5) years commencing on December 20, 2010 and continuing for five (5) years thereafter, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

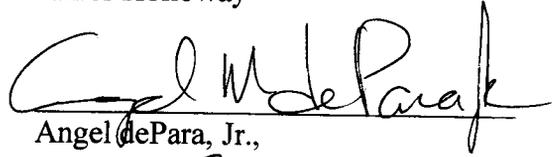
  
Carlos Silva, Co-chair

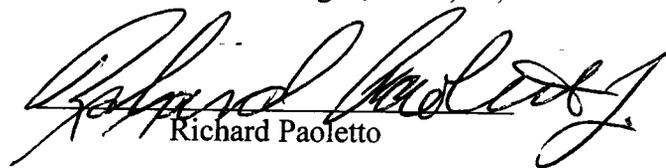
  
Susan Brannelly, Co-chair

  
M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia

  
Angel dePara, Jr.,

  
Richard Paoletto

**CITY OF BRIDGEPORT  
EMPLOYMENT CONTRACT  
CHIEF OF POLICE FOR THE CITY OF BRIDGEPORT**

This agreement entered into, effective as of the 20th day of December, 2010, by and between the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City") and Joseph L. Gaudett, Jr. of 36 Brookwood Drive, Newtown, CT 06470, (the "Chief of Police").

**WHEREAS**, the City in accordance with the City Charter established a position entitled Chief of Police, the occupant of such position being a full-time regular uniformed member of the Bridgeport Police Department, and;

**WHEREAS**, in accordance with the Charter of the City of Bridgeport, the Mayor of the City, Bill Finch, has designated Joseph L. Gaudett, Jr. as his appointee to the position of Chief of Police.

**NOW, THEREFORE**, the parties hereto hereby mutually agree as follows:

**ARTICLE I - DUTIES AND RESPONSIBILITIES**

The Chief of Police shall operate and control the Police Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Police Commissioners ("Board") by law. The Chief of Police shall be the head of the City's Police Department; and subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter, Chapter 3, Section 1, and Chapter 13, Sections 1 - 5; and Bridgeport Code of Ordinances, Chapter 2.40.

The Chief of Police shall plan, coordinate, and manage the Police Department of the City in the protection of persons and property against crime and vice, the investigation and solution of crimes, and the prevention of crimes and the control of traffic. He shall be responsible to the Mayor, or his

designee, for the competent and effective administration of personnel, financial management of the department and for rendering required reports on Police Department activities to the Mayor and the Board as required and requested. He shall report to the Mayor or the Mayor's designee and shall be responsible to the Mayor for the day-to-day operations of the Police Department. He shall be responsible for implementing policies for the Police Department as determined by the Board and shall apply and interpret such policies independently or with subordinate officers. He shall plan and direct the organization, management, and operations of the Police Department; and will implement training and conduct annual evaluations of the ranks of Captains and above subject to any negotiations with the police union in conjunction with the City's Office of Labor Relations. He issues general and special orders to subordinate officers for execution; and conducts field inspection of personnel, equipment and facilities. He shall appear before the City Council, the Board, public agencies and civic organizations to discuss law enforcement problems and to promote cooperation and good will. He shall attend regular monthly meetings of the Board and such special meetings as the Board may call. He shall report to the Board on police activities at such meetings and cooperate with the Board in the development of policies for the Police Department. He shall determine the budgeting needs of the Police Department, prepare and/or direct the preparation of the budget estimates and direct the administration of departmental expenditures in accordance with budgeting allowances and control overtime spending. He shall promote Community Policing; and shall perform all duties and responsibilities as set forth in the Code of Ordinances and Charter of the City of Bridgeport, Rules and Regulations of the Police Department, state law or as otherwise determined to be necessary for the administration and management of the Police Department. He shall perform such additional duties as the Mayor may properly direct in accordance with Mayoral Charter authority.

**ARTICLE II - TERM/COMPENSATION/WORK CONDITIONS**

- A. The Chief of Police shall perform such services as stated in Article I as Chief of Police for a period of five (5) years commencing on December, 20, 2010, and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City.
- B. The Chief of Police shall be paid at the rate of One Hundred Twenty-Six Thousand, twenty-two Dollars, and sixty-two cents (\$126,022.62) per year, plus any salary increase given to other unaffiliated City employees under Ordinance Section 2.36.010, as his exclusive salary and compensation. There will be no other payments or salary for services provided. During the five (5) year term of employment he shall be entitled to all increases for cost of living as are set forth in City Ordinance Section 2.36.010 and to such other adjustments in salary, within the salary ranges in City Ordinance Section 2.36.010, as the Mayor shall determine, in his discretion, are appropriate.
- C. The Chief of Police will work the amount of time required to perform the duties outlined in Article I herein, but not less than forty (40) hours per week, and shall be available on call as needed 24/7.
- D. The Chief of Police will not be represented by any collective bargaining organization and is excluded from the terms of the current collective bargaining agreement between the City and Bridgeport Police Local #1159, AFSCME Council #15, AFL-CIO and any successor agreements or any other collective bargaining agreement between the City and any other union.
- E. The Chief of Police will receive annually longevity pay at the rate of seventy-five dollars (\$75) per year of service.
- F. The Chief shall be entitled to tuition reimbursement for all accredited courses in undergraduate, masters or doctorate programs in Criminal Justice or Political Administration for which

he receives a passing grade, upon receiving the prior written approval of the Mayor or CAO and in such amounts or percentages per course as pre-approved by the Mayor on a case-by-case basis.

### ARTICLE III – BENEFITS

The Chief of Police shall during his term of employment receive the following fringe benefits:

A. **VACATION** - Subject to the needs and normal operation of the Police Department and the direction of the Mayor, the Chief of Police shall receive the following allotment of annual vacations to be effective for the time period of April 1 to March 31 of each year.

1. For each time period, five (5) weeks vacation.
2. The Chief may exercise the option of carrying over only one (1) week of unused vacation time from one vacation year to the next vacation year. In addition to the carry over option set forth above, the Chief may elect to sell up to a maximum of two (2) vacation weeks at the regular weekly compensation. The vacation year is April 1 to March 31 of each year.

B. **SICK TIME, PERSONAL TIME, SHORT-TERM/LONG-TERM LEAVE** - The Chief of Police shall be eligible for three (3) personal days per year for the period from April 1st to March 31st. Sick leave and short term/long term disability insurance will be provided in accordance with City's Policy on Unaffiliated Employee Sick Leave. A medical certificate, acceptable to the Mayor, may be required for any absence of four (4) days or more.

C. **INSURANCES** - The City shall provide and pay for medical, dental and vision coverage (health benefits) of the same type as is provided to other unaffiliated employees of the City. In the event that the Chief retires as a member of the Bridgeport Police Pension Agreement, Plan B and consequently becomes entitled to receive retiree health benefits, then the City shall supplement such

benefits, during the five (5) year term of this employment contract only, to the extent necessary so that he receive health benefits equal to those received by other City unaffiliated employees, subject to all applicable premium cost shares, co-pays and deductibles. In addition, the City shall provide group life insurance in the amount of One Hundred Thousand Dollars (\$100,000) for the Chief of Police. The Chief of Police shall contribute for health care costs the same amount as the Mayor shall direct to be paid by other unaffiliated employees of the City.

**D. PENSION PLAN** – The Chief of Police will file for retirement and pension rights pursuant to Bridgeport Police Pension, Plan B with a requested effective date of December 20, 2010. Subject to ICMA Retirement System requirements the City shall pay ten percent (10%) of the yearly salary of the Chief of Police to the ICMA Retirement System, effective December 20, 2010. Subject to the ICMA Retirement Plan, the Chief of Police shall be eligible to make such other contributions to the ICMA Retirement Plan as may be consistent with applicable law. In addition, the Chief of Police will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

It is understood that the Chief of Police upon retirement at the rank of Chief agrees to waive any and all claims he may have for accrued overtime as a Deputy Chief in the Bridgeport Police Department. Further, he agrees to accept the buyout of his accrued vacation and sick time in two equal installments: one in calendar year 2011 and the other in calendar year 2012, waiving all claims for interest.

**E. BEREAVEMENT LEAVE** - The Chief of Police shall be entitled to leave with pay in the event of a death in the immediate family. Such leave shall start on the date of death and shall continue through and including the day of the funeral, but in no event more than three (3) days. For purposes of this section, "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Spouse, Husband, Child, Grandparents, Grandchildren, Daughter-In-Law

and Son-In-Law. In addition, he shall be granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In-Law, Aunt or Uncle.

F. **HOLIDAYS** - The Chief of Police shall be entitled to the same holidays which are provided to other unaffiliated employees of the City. In the event that the Chief of Police shall be required to work on a holiday due to the demands of his work, he shall be entitled to observe the holiday on another work day, subject to the approval of such day by the Mayor. Holidays, however, shall not accumulate for purposes of additional compensation.

#### **ARTICLE IV - UNIFORM ALLOWANCE**

The Chief of Police shall receive the sum of Nine Hundred and Twenty Five Dollars (\$925.00) as an annual uniform allowance so long as he is in the employment of the City. If Bridgeport Police Local #1159 receives an increase(s) in the uniform allowance, then the Chief of Police shall receive the equivalent increase(s).

The City will provide the Chief of Police with his own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright or luminous color, boots, rubbers and weather-proof hat cover.

#### **ARTICLE V - SAVINGS CLAUSE**

If any provision(s) of the contract are found to be invalid, the other provisions shall remain effective and binding upon both the City and Chief of Police.

## **ARTICLE VI - TERMINATION OF THIS AGREEMENT**

The City of Bridgeport may terminate this Agreement and the employment of the Chief of Police in accordance with the provisions of Bridgeport Charter, Chapter 13, Sec. 4(b)(5) and Connecticut General Statutes Section 7-278 "Hearing prior to dismissal of municipal police head. Just cause requirement. Appeal." For purposes of this Agreement and the above statute the Mayor shall be deemed the appointing authority as provided for under the Charter of the City. The Mayor may, but shall not be required to, seek the advice of the Board regarding any termination. The advice of the Board shall not be binding on the Mayor. Conviction of the Chief of Police of any violation of any criminal statute of any State or of the United States of America shall be considered "just cause for termination" of this Agreement and the employment of the Chief of Police, as shall such other acts and/or omissions as constitute "just cause for termination."

In the event that the Chief of Police chooses to terminate this Agreement, he shall give not less than one hundred twenty (120) days prior written notice of his intent to terminate, to the Mayor and the City's Chief Administrative Officer.

## **ARTICLE VII - IDEMNIFICATIONS**

The City shall indemnify the Chief of Police in accordance with the provisions of Connecticut General §7-101a for any claim, demand or judgment by reason of alleged negligence or for alleged infringement of civil rights, which arise while he is acting within the scope of, and in the discharge of, his duties of employment.

### **ARTICLE VIII – EVALUATIONS**

The Mayor, subject to the advice of the Board, shall review and evaluate the performance of the Chief of Police at least once in advance of the adoption of the annual operating budget for the City. Said review shall be in accordance with specific criteria developed jointly by the parties. The Mayor shall provide the Chief of Police and the Board with a summary written statement of his evaluation, and provide for an adequate opportunity to review and discuss such evaluation with the Mayor and the Board during the evaluation process.

### **ARTICLE IX – VEHICLE & COMMUNICATIONS EQUIPMENT**

The City will provide the Chief of Police with a vehicle in connection with his duties subject to the provisions of the City's Policy on City Owned Vehicles. It is understood that the Chief's MV will be unmarked and appropriately equipped with police radio, siren and emergency lights for his exclusive use 24 hours per day.

The Chief shall be issued a cellular telephone for his use on police business.

### **ARTICLE X - OUTSIDE EMPLOYMENT**

The Chief of Police shall not engage in outside employment without the prior written permission of the Mayor which permission may be revoked by the Mayor at any time. However, any such outside employment, if permitted, shall be limited to conferences, educational seminars or classes and consulting work.

**ARTICLE XI - POLICIES, PROCEDURES, RULES AND REGULATIONS**

The Chief of Police shall be subject to, and abide by, all pertinent City and Departmental official policies, procedures, rules, and regulations.

**ARTICLE XIII - APPLICABLE LAW**

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

**FOR THE CITY:**

\_\_\_\_\_  
Bill Finch, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joseph L. Gaudett, Jr.

\_\_\_\_\_  
Witness

**\*21-11 Consent Calendar**

**Employment Contract with Fire Chief, Brian Rooney.**

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: December 19, 2011**

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

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

*Fleeta E. Hudson*

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# 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:

## **\*21-11 Consent Calendar**

**RESOLVED**, That the attached Employment Contract with Fire Chief, Brian Rooney, for a period of five (5) years commencing on May 24, 2011 and continuing for five (5) years thereafter, be and it hereby is, in all respects, approved, ratified and confirmed.

### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

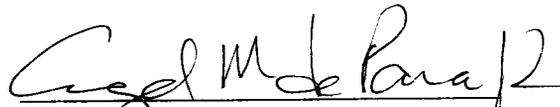
  
\_\_\_\_\_  
Carlos Silva, Co-chair

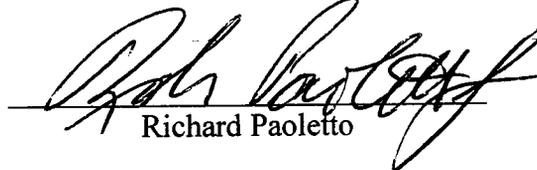
  
\_\_\_\_\_  
Susan Brannelly, Co-chair

  
\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

  
\_\_\_\_\_  
Angel dePara, Jr.,

  
\_\_\_\_\_  
Richard Paoletto

**CITY OF BRIDGEPORT  
EMPLOYMENT CONTRACT  
FIRE CHIEF FOR THE CITY OF BRIDGEPORT**

This agreement entered into, effective as of the 24th day of May, 2011, by and between the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut ("City") and Brian P. Rooney of 30 Congress Street, Bridgeport, CT 06604 (" Fire Chief").

**WHEREAS**, the City in accordance with the City Charter established a position entitled Fire Chief, the occupant of such position being a full-time regular uniformed member of the Bridgeport Fire Department, and;

**WHEREAS**, in accordance with the Charter of the City of Bridgeport, Brian Rooney is the incumbent Fire Chief currently serving his initial five (5) year term of office which expires May 24, 2011;

**WHEREAS**, in accordance with the Charter of the City of Bridgeport, Bridgeport Mayor Bill Finch has designated Brian Rooney as his appointee to the position of Fire Chief for a second five (5) year term of office.

**NOW, THEREFORE**, the parties hereto hereby mutually agree as follows:

**ARTICLE I - DUTIES AND RESPONSIBILITIES**

The Fire Chief shall operate and control the Fire Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Fire Commissioners ("Board") by law. The Fire Chief shall be the head of the City's Fire Department; and subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter 3, § 1, and Chapter 14, §§ 1 - 5; and Bridgeport Code of Ordinances, Chapter 2.42.

The Fire Chief shall plan, coordinate, and manage the Fire Department of the City in the protection of persons and property against fire, the investigation and solution of arson, and the prevention of fires. He shall be responsible to the Mayor, or the Mayor's designee, for the competent and effective administration of personnel, financial management of the department and for rendering required reports on Fire Department activities to the Mayor and the Board as required and requested. He shall report to the Mayor or the Mayor's designee and shall be responsible to the Mayor for the day-to-day operations of the Fire Department. He shall be responsible for implementing policies for the Fire Department as determined by the Board and shall apply and interpret such policies independently or with subordinate officers. He shall plan and direct the organization, management, and operations of the Fire Department; and will implement training and conduct annual evaluations of the ranks subject to any negotiations with the fire union in conjunction with the City's Office of Labor Relations. He issues general and special orders to subordinate officers for execution; and conducts field inspection of personnel, equipment and facilities. He shall appear before the City Council, the Board, public agencies and civic organizations to discuss fire suppression and prevention problems and to promote cooperation and good will. He shall attend regular monthly meetings of the Board and such special meetings as the Board may call. He shall report to the Board on fire activities at such meetings and cooperate with the Board in the development of policies for the Fire Department. He shall determine the budgeting needs of the Fire Department, prepare and/or direct the preparation of the budget estimates and direct the administration of departmental expenditures in accordance with budgeting allowances and control overtime spending. He shall promote community cooperation activities; and shall perform all duties and responsibilities as set forth in the Code of Ordinances and Charter of the City of Bridgeport, Rules and Regulations of the Fire Department, state law or as otherwise determined to be necessary for the

administration and management of the Fire Department. He shall perform such additional duties as the Mayor may properly direct in accordance with mayoral Charter authority.

**ARTICLE II - TERM/COMPENSATION/WORK CONDITIONS**

A. The Fire Chief shall perform such services as stated in Article I as Fire Chief for a period of five (5) years commencing on May 24, 2011, and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City.

B. The Fire Chief shall be paid at the rate of One Hundred Twenty-Six Thousand, twenty-two Dollars, and sixty-two cents (\$126,022.62) per year, plus any salary increase(s) granted to other unaffiliated City employees under Ordinance § 2.36.010, as his exclusive salary and compensation. There will be no other payments or salary for services provided. During the five (5) year term of employment he shall be entitled to all increases for cost of living as are set forth in City Ordinance §2.36.010 and to such other adjustments in salary, within the salary ranges in City Ordinance Section §2.36.010, as the Mayor shall determine, in his discretion, are appropriate.

C. The Fire Chief shall work the amount of time required to perform the duties outlined in Article I herein, but not less than forty (40) hours per week, and shall be available on call as needed 24/7.

D. The Fire Chief will not be represented by any collective bargaining organization and is excluded from the terms of the current collective bargaining agreement between the City and International Association of Firefighters AFL-CIO, Local 834, and any successor agreements or any other collective bargaining agreement between the City and any other union.

E. The Fire Chief will receive annual longevity pay at the rate of seventy-five dollars (\$75) per year of service.

### ARTICLE III – BENEFITS

The Fire Chief shall during his term of employment receive the following fringe benefits:

**A. VACATION** - Subject to the needs and normal operation of the Fire Department and the direction of the Mayor, the Fire Chief shall receive the following allotment of annual vacations to be effective for the time period of April 1 to March 31 of each year.

1. For each time period, five (5) weeks vacation.
2. The Chief may exercise the option of carrying over only one (1) week of unused vacation time from one vacation year to the next vacation year. In addition to the carry over option set forth above, the Chief may elect to sell up to a maximum of two (2) vacation weeks at the regular weekly compensation. The vacation year is April 1 to March 31 of each year.

**B. SICK TIME, PERSONAL TIME, SHORT-TERM/LONG-TERM LEAVE** – The Fire Chief shall be eligible for three (3) personal days per year for the period from April 1st to March 31st. Sick leave and short term/long term disability insurance will be provided in accordance with City's Policy on Unaffiliated Employee Sick Leave. A medical certificate, acceptable to the Mayor, may be required for any absence of four (4) days or more.

**C. INSURANCES** - The City shall provide and pay for medical, dental and vision coverage (health benefits) of the same type as is provided to other unaffiliated employees of the City, and their spouses and other dependants, provided however, that the Fire Chief's cost share payment will be fixed at twenty-five percent (25%). The Fire Chief's co-pays for medical, hospital, and similar treatments will remain as presently fixed. In the event that the Fire Chief retires as a member of the Bridgeport Fire Pension Agreement, Plan A and consequently becomes entitled to receive retiree health benefits, then the City shall supplement such benefits, during the five (5) year term of this employment contract only,

to the extent necessary so that he receive health benefits equal to those received by other City unaffiliated employees, subject to all applicable premium cost shares, co-pays and deductibles. In addition, the City shall provide group life insurance in the amount of One Hundred Thousand Dollars (\$100,000) for the Fire Chief.

**D. PENSION PLAN** - The Fire Chief will file for retirement and pension rights pursuant to Bridgeport Fire Pension, Plan A with a requested effective date of May 24, 2011. Subject to ICMA Retirement System requirements the City shall pay ten percent (10%) of the yearly salary of the Fire Chief to the ICMA Retirement System, effective May 24, 2011. Subject to ICMA Retirement System requirements, the Fire Chief shall be eligible to make such additional contributions to the ICMA Retirement Plan as may be consistent with applicable law. In addition, the Fire Chief will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

**E. BEREAVEMENT LEAVE** - The Fire Chief shall be entitled to leave with pay in the event of a death in the immediate family. Such leave shall start on the date of death and shall continue through and including the day of the funeral, but in no event more than three (3) days. For purposes of this section, "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Spouse, Husband, Child, Grandparents, Grandchildren, Daughter-In-Law and Son-In-Law. In addition, he shall granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In- Law, Aunt or Uncle.

**F. HOLIDAYS** - The Fire Chief shall be entitled to the same holidays which are provided to other unaffiliated employees of the City. In the event that the Fire Chief shall be required to work on a holiday due to the demands of his work, he shall be entitled to observe the holiday on another work

day, subject to the approval of such day by the Mayor. Holidays, however, shall not accumulate for purposes of additional compensation.

#### **ARTICLE IV - UNIFORM ALLOWANCE**

The Fire Chief shall receive the sum of Nine Hundred and Twenty-five Dollars (\$925.00) as an annual uniform allowance so long as he is in the employment of the City. If the International Association of Firefighters AFL-CIO, Local 834 receives an increase(s) in the uniform allowance, then the Fire Chief shall receive the equivalent increase(s).

The City will provide the Fire Chief with his own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright or luminous color, boots, rubbers and weather- proof hat cover.

#### **ARTICLE V - SAVINGS CLAUSE**

If any provision(s) of the contract are found to be invalid by a court of competent jurisdiction, the other provisions shall remain effective and binding upon both the City and Fire Chief.

#### **ARTICLE VI - TERMINATION OF THIS AGREEMENT**

The City of Bridgeport may terminate this Agreement and the employment of the Fire Chief in accordance with the provisions of Bridgeport Charter, Chapter 14, § 4(b)(5) and pertinent Connecticut General Statutes, if any. For purposes of this Agreement and the above statute the Mayor shall be deemed the appointing authority as provided for under the Charter of the City. The Mayor may, but shall not be required to, seek the advice of the Board regarding any termination. The advice of the Board shall not be binding on the Mayor. Conviction of the Fire Chief of any violation of any criminal

statute of any State or of the United States of America shall be considered "just cause for termination" of this Agreement and the employment of the Fire Chief, as shall such other acts and/or omissions as constitute "just cause for termination."

In the event that the Fire Chief chooses to terminate this Agreement, he shall give not less than one hundred twenty (120) days prior written notice of his intent to terminate, to the Mayor and the City's Chief Administrative Officer.

#### **ARTICLE VII - IDEMNIFICATIONS**

The City shall indemnify the Fire Chief in accordance with the provisions of Connecticut General Statutes §7-101a for any claim, demand or judgment by reason of alleged negligence or for alleged infringement of civil rights, which arise while he is acting within the scope of, and in the discharge of, his duties of employment.

#### **ARTICLE VIII – EVALUATIONS**

The Mayor, subject to the advice of the Board, shall review and evaluate the performance of the Fire Chief in advance of the annual adoption of the operating budget for the City. Said review shall be in accordance with specific criteria developed jointly by the parties. The Mayor shall provide the Fire Chief and the Board with a summary written statement of his evaluation, and provide for an adequate opportunity to review and discuss such evaluation with the Mayor and the Board during the evaluation process.

#### **ARTICLE IX – VEHICLE**

The City will provide the Fire Chief with an appropriate vehicle, equipped with lights, sirens, and other standard emergency responder, options in connection with his duties. It is understood and agreed

that the Chief, by virtue of the requirement of his employment position that he be on-call for emergencies, that he has full access/use of said vehicle 24 hours a day, seven days a week.

**ARTICLE X - OUTSIDE EMPLOYMENT**

The Fire Chief shall not engage in outside employment without the prior written permission of the Mayor which permission may be revoked by the Mayor at any time. However, any such outside employment, if permitted, shall be limited to conferences, educational seminars or classes and consulting work.

**ARTICLE XI - POLICIES, PROCEDURES, RULES AND REGULATIONS**

The Fire Chief shall be subject to, and abide by, all pertinent City and Departmental official policies, procedures, rules, and regulations.

**ARTICLE XII - APPLICABLE LAW**

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

**FOR THE CITY:**

\_\_\_\_\_  
Bill Finch, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brian P. Rooney

\_\_\_\_\_  
Witness

Resolution re: Affirming and Approving Financing in the Amount of \$44,000,000 for the Design, Rehabilitation, Upgrading and Construction of various improvements to the Combined Sewer Overflow Facilities.

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: December 19, 2011**

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

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

*Fleeta*  
City Clerk  
*Hudson*

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*02-11 CONSENT CALENDAR**

### **RESOLUTION AFFIRMING AND APPROVING FINANCING IN THE AMOUNT OF \$44,000,000 FOR THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF VARIOUS IMPROVEMENTS TO THE COMBINED SEWER OVERFLOW FACILITIES**

**WHEREAS**, the City of Bridgeport (the "City") has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the "CSO Facilities") pursuant to orders issued by the State of Connecticut's Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

**WHEREAS**, based on a facilities plan dated February, 1988 and revised April, 1988 entitled "Facility Plan Combined Sewer Improvements Bridgeport, CT" (the "Facilities Report") the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the "CSO Improvements") were anticipated to be approximately \$32,308,000; and

**WHEREAS**, on August 29, 1989, the WPCA passed a resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Statutes"), and (iii) recommending to the City Council of the City of Bridgeport (the "City Council") the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "1989 WPCA Resolution"); and



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**\*02-11 CONSENT CALENDAR**

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**WHEREAS**, the City Council passed a resolution on October 16, 1989, as subsequently amended by City Council resolutions passed on May 21, 1990 and June 19, 1995, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (collectively, the "1989 City Council Resolutions"); and

**WHEREAS**, on July 19, 2005, the WPCA amended and restated the 1989 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 WPCA Resolution"); and

**WHEREAS**, the City Council passed a resolution on September 6, 2005, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 City Council Resolution"); and

**WHEREAS**, on March 18, 2008, the WPCA amended and restated the 2005 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 WPCA Resolution"); and



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**WHEREAS**, the City Council passed a resolution on June 16, 2008, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 City Council Resolution" and collectively with the 2005 City Council Resolution and the 1989 City Council Resolutions, the "City Council Resolutions"); and

**WHEREAS**, through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, including Clean Water Fund loan obligations of the City in the amount of \$31,466,290, the WPCA has effected the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution; and

**WHEREAS**, additional rehabilitations, upgrades and construction have been and are now required at the CSO Facilities in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements.

**NOW, THEREFORE, BE IT RESOLVED,**

(a) That the City Council, having reviewed the recommendations of the WPCA as evidenced by the Resolution adopted by the WPCA on November 15, 2011, a copy of which is annexed hereto as Exhibit A and made a part hereof, hereby amends the list of improvements to the CSO Facilities included in the City Council Resolutions, including, without limitation, the CSO Improvements, to include the design, rehabilitation, upgrading and construction of the following improvements to the CSO Facilities (the "Projects"):

Ash Creek, Rooster River and Black Rock Harbor: Construction of:  
76 acres of sewer separation  
3 regular consolidation projects  
5 control regulators  
2 relief sewers  
1 remote storage/treatment unit



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**\*02-11 CONSENT CALENDAR**

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Pump Station Refurbishment: Improvements and modifications including:  
Safety protective equipment  
Security fencing  
Electrical wiring and lighting  
Ventilation  
Replacement of pumps, valves and switchgear  
Installation of auxiliary power  
Installation of alarms and flow monitoring

Siphon Improvements: Engineering work consisting of:  
Coordination of and cleaning and televising of siphons  
Review of results and recommendations  
Preparation of plans and specifications of new structures

Sewer Separation: Engineering work consisting of:  
Preparation of plans and specifications for Area 711

Harborpointe Sewer Separation: Engineering work consisting of:  
Preparation of plans and specifications for Area 712

Central Station, GREG's and REGCON Sewer Coordination: Prepare Design Study Report, plans and specifications of 19 controlled Regulators, Regulator Consolidation and Central Monitoring Station

REGCON's, East Side, Areas 711, 712 and 713: Prepare plans and specifications for 7,125 feet of regulator consolidation

BAYEL Treatment Unit: Prepare plans and specifications for a remote treatment unit at BAYEL control regulator on the upper reaches of Johnson Creek

REGCON's, West Side Area 621: Prepare plans and specifications for 12,650 feet of regulator consolidation sewer for the area along the Pequonnock River from Island Brook to Congress Street

REGCON's, West Side Area 622: Prepare plans and specifications for 6,760 feet of sewer line for consolidation of discharges to the Pequonnock River, Cedar Creek and Bridgeport Harbor

CREG Evaluation: Evaluate the effectiveness of CREG's in Areas 711 and 622



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**\*02-11 CONSENT CALENDAR**

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Separation Evaluation: Evaluate sewer separation effectiveness in Areas 711 and 623

Overflow Treatment Effectiveness: Evaluate overflow treatment effectiveness at areas 711 and 623

In-Line Storage Control: Prepare plans and specifications for use of interceptors for in-line storage

Inflow & Infiltration: Evaluate sewage flow to Island Brook and River Street Pump Stations to complete design of new station. Relining of over 20,000 linear feet of existing sewers to reduce/eliminate infiltration and increase structural integrity.

MCSO – G-1 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Knowlton and Noble Street.

MCSO – G-2 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Noble and E. Main Street.

MCSO – G-3 Design and Construction: New River Street Pump Station to replace existing River Street and Island Brook Stations.

MCSO – G-4 Design and Construction: Sewer installation, area of Church to Ogden Street between E. Main Street and Pembroke Lake.

MCSO – G-5 Design and Construction: Interconnect sewer from Island Brook Pump Station to New River Street Pump Station including demolition of existing stations.

MCSO – H Design and Construction:

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Ellsworth Street and Fairfield Avenue between Martin Terrace and I-95
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Bostwick Avenue and Wordin Avenue between the Cedar Creek and Railroad Avenue



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- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Lafayette Street and the Pequonnock River from Railroad Avenue to Bridgeport Harbor
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

(b) That in connection with the Projects, the City Council hereby authorizes and approves the execution and delivery of project funding agreements (the "Agreements") between the City, the WPCA and the State of Connecticut (the "State") substantially in such form as may be required by the State. The Mayor of the City is authorized to sign such Agreements by his manual or facsimile signature.

(c) That, in connection with the Projects and to evidence loan or loans under the Clean Water Fund, the City Council hereby authorizes and approves the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes (collectively, the "Obligations") in an amount not to exceed Forty Four Million Dollars (\$44,000,000). The Obligations shall be issued pursuant and subject to the Clean Water Fund Statutes. To meet any portion of the costs of the Projects determined to be eligible for funding under said Clean Water Fund program, the City may issue its project loan obligations to the State and may issue interim funding obligations in anticipation of such project loan obligations in such denominations as may be appropriate. Any such interim funding obligations may be renewed from time to time by the issuance of other notes, provided the final maturity of such notes do not exceed the maximum period permitted under Section 22a-479 of the General Statutes. The Obligations shall be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both. The Obligations shall also be secured by the full faith and credit of the City. The Mayor of the City is authorized to sign such Obligations by his manual or facsimile signature. The Obligations shall bear the seal of the City or a facsimile of the seal.

(d) That, in addition to the Obligations described above, the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, is authorized to apply for and accept federal and state grants to help defray the costs of the Projects. Any grant proceeds may be used to pay costs of the Projects or principal and interest on the Obligations authorized hereunder.



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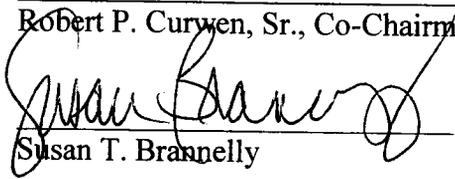
(e) That, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects, and (iii) contract with engineers, contractors and others for the Projects.

(f) That the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, and any other proper officers of the City are authorized to execute all such other documents and perform all other acts which are necessary or appropriate to enter into the Agreements, to construct and complete the Projects and to issue and sell the Obligations, including, but not limited to, determining the terms and other details of the Obligations.

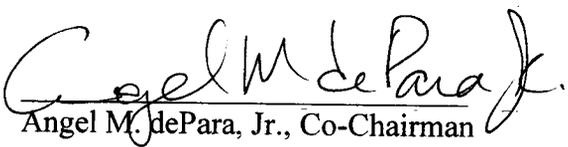
(g) That any and all actions taken by the Mayor, the WPCA or any other officers of the City or the WPCA in connection with the Projects are hereby ratified and confirmed.

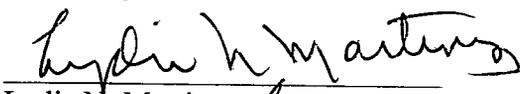
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

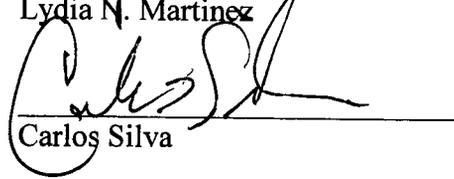
\_\_\_\_\_  
Robert P. Curywen, Sr., Co-Chairman

  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

  
\_\_\_\_\_  
Angel M. dePara, Jr., Co-Chairman

  
\_\_\_\_\_  
Lydia N. Martinez

  
\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Howard Austin, Sr.

Exhibit A

RESOLUTION FOR ADOPTION BY THE WATER POLLUTION CONTROL  
AUTHORITY OF THE CITY OF BRIDGEPORT

WHEREAS, the City of Bridgeport (the "City") has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the "CSO Facilities") pursuant to orders issued by the State of Connecticut's Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on a facilities plan dated February, 1988 and revised April, 1988 entitled "Facility Plan Combined Sewer Improvements Bridgeport, CT" (the "Facilities Report") the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the "CSO Improvements") were anticipated to be approximately \$32,308,000; and

WHEREAS, on August 29, 1989, the WPCA passed a resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Statutes"), and (iii) recommending to the City Council of the City of Bridgeport (the "City Council") the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "1989 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on October 16, 1989, as subsequently amended by City Council resolutions passed on May 21, 1990 and June 19, 1995, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

WHEREAS, on July 19, 2005, the WPCA amended and restated the 1989 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements

through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 WPCA Resolution"); and

**WHEREAS**, the City Council passed a resolution on September 6, 2005, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

**WHEREAS**, on March 18, 2008, the WPCA amended and restated the 2005 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 WPCA Resolution"); and

**WHEREAS**, the City Council passed a resolution on June 16, 2008, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

**WHEREAS**, through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, including Clean Water Fund loan obligations of the City in the amount of \$31,466,290, the WPCA has effected the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution; and

**WHEREAS**, additional rehabilitations, upgrades and construction have been and are now required at the CSO Facilities in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the list of improvements to the CSO Facilities included in the 1989 WPCA Resolution, including, without limitation, the CSO Improvements, is hereby amended and restated to include the design, rehabilitation, upgrading and construction of the following improvements at the CSO Facilities (the "Projects"):

Ash Creek, Rooster River and Black Rock Harbor: Construction of:  
76 acres of sewer separation  
3 regular consolidation projects  
5 control regulators  
2 relief sewers  
1 remote storage/treatment unit

Pump Station Refurbishment: Improvements and modifications including:  
Safety protective equipment  
Security fencing  
Electrical wiring and lighting  
Ventilation  
Replacement of pumps, valves and switchgear  
Installation of auxiliary power  
Installation of alarms and flow monitoring

Siphon Improvements: Engineering work consisting of:  
Coordination of and cleaning and televising of siphons  
Review of results and recommendations  
Preparation of plans and specifications of new structures

Sewer Separation: Engineering work consisting of:  
Preparation of plans and specifications for Area 711

Harborpointe Sewer Separation: Engineering work consisting of:  
Preparation of plans and specifications for Area 712

Central Station, GREG's and REGCON Sewer Coordination: Prepare Design Study Report, plans and specifications of 19 controlled Regulators, Regulator Consolidation and Central Monitoring Station

REGCON's, East Side, Areas 711, 712 and 713: Prepare plans and specifications for 7,125 feet of regulator consolidation

BAYEL Treatment Unit: Prepare plans and specifications for a remote treatment unit at BAYEL control regulator on the upper reaches of Johnson Creek

REGCON's, West Side Area 621: Prepare plans and specifications for 12,650 feet of regulator consolidation sewer for the area along the Pequonnock River from Island Brook

to Congress Street

REGCON's, West Side Area 622: Prepare plans and specifications for 6,760 feet of sewer line for consolidation of discharges to the Pequonnock River, Cedar Creek and Bridgeport Harbor

CREG Evaluation: Evaluate the effectiveness of CREG's in Areas 711 and 622

Separation Evaluation: Evaluate sewer separation effectiveness in Areas 711 and 623

Overflow Treatment Effectiveness: Evaluate overflow treatment effectiveness at areas 711 and 623

In-Line Storage Control: Prepare plans and specifications for use of interceptors for in-line storage

Inflow & Infiltration: Evaluate sewage flow to Island Brook and River Street Pump Stations to complete design of new station. Relining of over 20,000 linear feet of existing sewers to reduce/eliminate infiltration and increase structural integrity.

MCSO – G-1 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Knowlton and Noble Street.

MCSO – G-2 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Noble and E. Main Street.

MCSO – G-3 Design and Construction: New River Street Pump Station to replace existing River Street and Island Brook Stations.

MCSO – G-4 Design and Construction: Sewer installation, area of Church to Ogden Street between E. Main Street and Pembroke Lake.

MCSO – G-5 Design and Construction: Interconnect sewer from Island Brook Pump Station to New River Street Pump Station including demolition of existing stations.

MCSO – H Design and Construction:

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Ellsworth Street and Fairfield Avenue between Martin Terrace and I-95
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Bostwick Avenue and Wordin Avenue between the Cedar Creek and Railroad Avenue
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Lafayette Street and the Pequonnock River from Railroad Avenue to Bridgeport Harbor

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

**RESOLVED**, that the WPCA hereby approves the Projects; and be it further

**RESOLVED**, that, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$87,500,000, and (iii) contract with engineers, contractors and others for the Projects; and be it further

**RESOLVED**, that, in connection with the Projects, the WPCA recommends to the City Council that the City Council authorize the City to do any and all things necessary and/or appropriate (i) to obtain project loans and grants under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, or under any applicable Federal Program, in an amount not to exceed Eighty Seven Million Five Hundred Thousand Dollars (\$87,500,000), such amount representing the total cost of the Projects, (ii) to approve the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations, or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes in an amount not to exceed Forty Four Million Dollars (\$44,000,000), and (iii) to authorize the negotiation and execution of project funding agreements with the State of Connecticut and other governmental entities as may be required; and be it further

**RESOLVED**, that, in connection with the Projects, the Chairman, Vice Chairman or General Manager of the WPCA, or any of them, be and is hereby authorized as applicable, (i) to execute and file applications on behalf of the City with the Commissioner of the Department of Environmental Protection of the State of Connecticut for project loans and grants, (ii) to apply for and accept project grants under any other applicable federal or state program, and (iii) to execute on behalf of the WPCA all the applications, agreements, instruments and documents, accept payments, make disbursements and do all other things that may be necessary or appropriate in order to obtain project loans and grants and to ensure that such improvements be completed; and be it further

**RESOLVED**, that any and all actions taken by the by the WPCA in connection with the Projects are hereby ratified and confirmed.

**\*06-11 CONSENT CALENDAR**

Approval of Additional Capital Project Authorization to the 2012-2016 Capital Plan – Columbus & Longfellow School Projects: (\$2,700,000).

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: December 19, 2011**

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

Attest: *Fleeta G. Hudson*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*06-11 CONSENT CALENDAR**

### **APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2012-2016 CAPITAL PLAN**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has adopted the City's Five Year Capital Plan for Fiscal Years 2012-2016 (the "2012-2016 Capital Plan"); and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$2,700,000, for the Board of Education capital projects more particularly listed on Exhibit A attached hereto, to the City's 2012-2016 Capital Plan (the "School Projects"); and now therefore, be it

**RESOLVED**, That the City's 2012-2016 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the School Projects as set forth herein.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

\_\_\_\_\_  
Robert P. Curwen, Sr., Co-Chairman

\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

\_\_\_\_\_  
Angel M. dePara, Jr., Co-Chairman

\_\_\_\_\_  
Lydia N. Martinez

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Howard Austin, Sr.

Council Date: December 19, 2011

Exhibit A

Additional Board of Education Capital Projects

<u>Project Description</u>	<u>FY 2012 Capital Plan Authorization</u>
<i>Board of Education</i>	
Columbus School	\$1,500,000
Longfellow School	<u>\$1,200,000</u>
<b>TOTAL</b>	<b>\$2,700,000</b>

**\*07-11 CONSENT CALENDAR**

Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$2,700,000).

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: December 19, 2011**

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

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

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*07-11 CONSENT CALENDAR**

## **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Project**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously added the capital plan authorizations in the amount of \$2,700,000 for the Board of Education capital projects more particularly listed on Exhibit A attached hereto (the "School Projects") to the City's Five Year Capital Plan for Fiscal Years 2012-2016 (the "2012-2016 Capital Plan"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2012-2016 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the School Projects in the amount of \$2,700,000; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the School Projects in a principal amount not to exceed \$2,700,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$2,700,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the School Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed \$2,700,000 as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further



Report of Committee on Budget and Appropriations  
**\*07-11 CONSENT CALENDAR**

-2-

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, That the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture, that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further



Report of Committee on Budget and Appropriations  
\*07-11 CONSENT CALENDAR

-3-

**RESOLVED**, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further



Report of Committee on Budget and Appropriations  
\*07-11 CONSENT CALENDAR

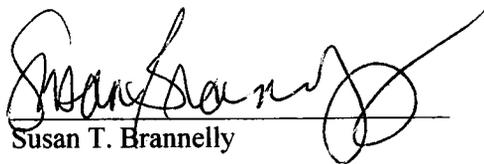
-4-

**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

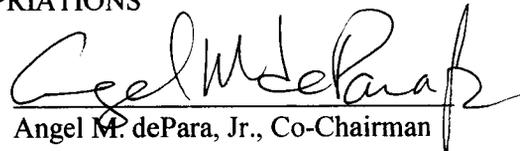
**RESOLVED**, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the School Projects, and to take all action necessary or proper in connection therewith.

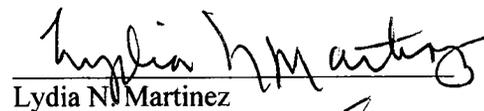
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

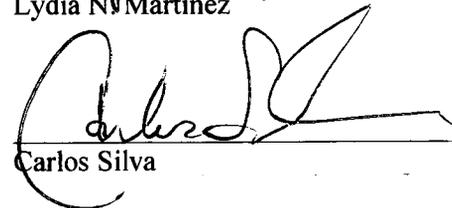
\_\_\_\_\_  
Robert P. Curwen, Sr., Co-Chairman

  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

  
\_\_\_\_\_  
Angel M. dePara, Jr., Co-Chairman

  
\_\_\_\_\_  
Lydia N. Martinez

  
\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Howard Austin, Sr.

**Exhibit A**

<b><u>Project Description</u></b>	<b><u>Pending Authorization</u></b>
<i>Board of Education</i>	
Columbus School	\$1,500,000
Longfellow School	<u>\$1,200,000</u>
<b>TOTAL</b>	<b>\$2,700,000</b>

01-11

Agreement with NAGE, Local RI-200 regarding their bargaining unit contract.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: December 19, 2011**

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

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

*Fleeta S. Hudson*

City Clerk

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Approved \_\_\_\_\_

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*Mayor*

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# City of Bridgeport, Connecticut

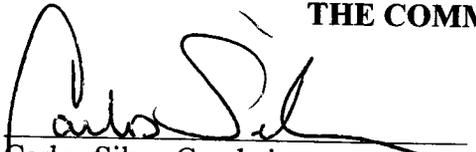
*To the City Council of the City of Bridgeport.*

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

**01-11**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and NAGE, Local RI-200, for the period of July 1, 2009 thru June 30, 2014, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Carlos Silva, Co-chair

  
Susan Brannelly, Co-chair

  
M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia

  
Angel dePara, Jr.,

  
Richard Paoletto

**CITY OF BRIDGEPORT AND NAGE R1-200**

**TENTATIVE AGREEMENT**

**OCTOBER 19, 2011**

The City of Bridgeport and NAGE R1-200 hereby agree to the following terms in settlement of their successor collective bargaining agreement for the period of July 1, 2009 through June 30, 2014:

1. **Duration:** 7/1/09 to 6/30/14

2. **Wages:**

7/1/09	0%
7/1/10	0%
7/1/11	0%
1/1/12	5%
7/1/12	2%
1/1/13	2%
7/1/13	3.5%

3. **Direct Deposit:** Effective 7/1/12, all employees shall be enrolled in direct deposit.

4. **Premium Cost Share:**

- Effective January 1, 2012: 18% for all active employees and those who retire effective on or after 1/1/12.
- July 1, 2012: Increase premium cost share to 25% for all active employees and those who retire effective on or after July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.
- New Employees (Hired on or after 11/15/11) : 25% plus 1% per year on 7/1 to 50% max.
- Same language as in other collective bargaining agreements regarding that the Union increases as a group one percent per year; new employees are placed at the level of the group.

5. **Early Retirement Incentive:**

Employees must give irrevocable notice by December 15, 2011 and retire on or before December 31, 2011 to continue to pay premium cost share at the rate of 12%. If an

employee chooses to retire with this Early Retirement Incentive they will not receive any raises or retro payments under this new CBA.

6. **Medical Insurance Co-Pays:**

- Effective July 1, 2012: Office Visit co-pay is reduced to \$15 from \$20; Specialist co-pay is reduced to \$20 from \$40.

7. **Insurance Buyout:**

- Increase to \$2,000, which is paid in two (2) equal installment.

8. **Special Officers:**

- Effective upon approval of CBA by the Bridgeport City Council, Special Officers (both Board of Education and City) shall no longer take home assigned vehicles.
- Park Special Officer vacancies shall not be filled.
- Elimination of Park Special Officers through attrition.
- The Police Chief shall have the right to assign the Park Special Officers for jurisdiction and scope of duties.
- Until the full loss of Park Special Officers occurs through attrition, all Special Officers (Board of Education and Parks) shall continue to retain primary overtime rights in the Parks as per Article 12.3© of the 2005-2009 CBA.

9. **Special Officers:**

Restructured Wage Schedule

Increase the base rates by \$3,000 effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

10. **Telecommunication Officers (TCO's):**

Restructured Wage Schedule

1. 17.00
2. 19.00
3. 21.00
4. 22.00
5. 24.00

Increases are effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

11. **Buyers:**

Restructured Wage Schedule

Increase base rate by \$3,000 effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

12. **Art. 49, Sec. 49.5 [NEW]:**

Animal Control Officers. The City shall provide and pay for advanced rabies immunization shots for all active Animal Control Officers and upon hiring for all new Animal Control Officers. Such shots are to be distinguished from the normal rabies treatment that would occur when a possible exposure arises.

13. **Art. 30, Sec. 30.10 [NEW]:**

Outerwear: The following employees shall receive a \$400 allowance for outerwear upon implementation and \$200 on each October 1st thereafter:

1. Housing Code Inspectors
2. Sanitarians
3. Lead Inspectors
4. Outreach Tuberculosis Workers
5. Property Appraisers
6. Zoning Inspectors
7. Anti-Blight Inspector

14. **\$500 Animal Control Officer Uniform Allowance** – Effective upon implementation and each October 1st thereafter.

15. **Layoff Procedure:**

Contract language controls over Civil Service. The following shall apply:

“the employee with the least seniority (**as defined in section 14.5 of the CBA**) within the classification...”

Paragraph 3:

“provided said employee has greater seniority (**as defined in section 14.5 of the CBA**) than employees occupying the lower position”

Paragraph 4

“recall set forth in the existing Rule of the Civil Service Commission shall continue to be in effect, **except that the language of section 14.5 of the CBA shall control with respect to the definition of seniority.**”

Paragraph 5:

“the employee with the least seniority (**as defined in section 14.5 of the CBA**) within the classification...”

“provided said employee has greater seniority (**as defined in section 14.5 of the CBA**) than employees occupying the lower position.”

16. **Layoff Notice:** The City shall provide a five day notice for layoffs.
17. **Retiree Dependents:** No additional dependants may be added to employee benefits package after retirement.
18. **Retroactivity:** There will be no retroactive payments made under this agreement. This includes, but is not limited to: wages, insurance buyouts, uniform allowances, insurance co-pays, etc.

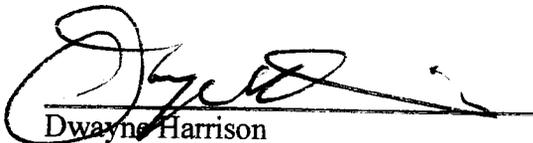
19. **Art. 31, Sec. 31.12 (A):**

The parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

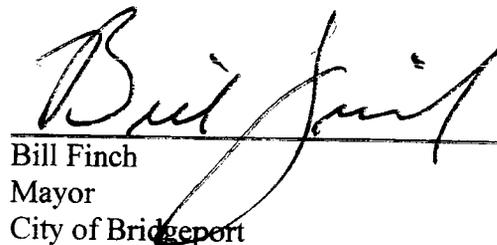
For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplemental plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

20. **Cafeteria Workers Uniform Allowance**

Increase annual allowance from \$250 to \$275.00.



Dwayne Harrison  
President  
NAGE, Local R1-200



Bill Finch  
Mayor  
City of Bridgeport

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CITY ATTORNEY  
Mark T. Anastasi

OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS

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

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

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

December 19, 2011

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

RECEIVED  
CITY ATTORNEY'S OFFICE  
DEC 20 A 9:02  
ATTORNEY  
CITY CLERK

**Re: Legal Status Report Concerning Bridgeport Harbour Place I, LLC Pending Litigation**

Dear Councilpersons:

I hereby respectfully request the opportunity to provide the City Council with an updated legal status report regarding the above referenced Steel Point related litigation. An executive session update and strategy discussion is most timely in view of recent developments (including various appellate court decisions/rulings and settlement activity amongst various parties to the litigation) involving this nearly decade long legal dispute.

Members of my staff (including Attorney John P. Bohannon, manager of outside legal counsel Attorneys Craig A. Raabe and Jeffrey J. White of Robinson & Cole, LLP, outside trial/appellate counsel) will be prepared to discuss this litigation with members of the Miscellaneous Matters Committee and with the full City Council, in executive session.

Kindly introduce and approve the following procedural motions to accommodate this request at tonight's (December 19<sup>th</sup>) Regular City Council meeting:

1. Motion to Add to the Agenda correspondence dated December 19, 2011 from the City Attorney's Office - 2/3 majority vote of those present required, and
2. Motion to Refer the item to the Misc. Matters Comm. – simple majority vote required.

Please note that City Council President Tom McCarthy has authorized the addition of this item from the floor of the Council to the agenda for referral to committee.

Anastasi to City Council  
Re: BPT Harbour Place I, LLC  
Dated: Dec. 19, 2011  
Page 2 of 2

Thank you for your consideration in this matter.

Very truly yours,



Mark T. Anastasi

City Attorney

Cc: Fleeta C. Hudson, City Clerk  
Frances Wilson, Asst. City Clerk  
Thomas McCarthy, City Council President  
Adam Wood, Chief of Staff  
Andrew Nunn, CAO  
Craig A. Raabe, Esq., Robinson & Cole  
Jeffrey J. White, Esq., Robinson & Cole  
Salvatore C. DePiano, Asst. City Att.  
John P. Bohannon, Esq.

CITY ATTORNEY  
Mark T. Anastasi

OFFICE OF THE CITY ATTORNEY (OFF THE FLOOR)

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



ASSISTANT CITY ATTORNEYS

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

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

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

December 19, 2011

**Re: City Council Provision of Suitable Polling Places in City Council Districts and  
Definition of Boundaries to be served by each such Polling Place pursuant to  
Bridgeport Charter, Ch. 5, Sec. 2(d)**

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Dear Councilpersons:

On behalf of the Bridgeport Registrars I respectfully request the introduction and approval of the following procedural motions at tonight's (December 19<sup>th</sup>) Regular City Council meeting:

1. Motion to Add to the Agenda this correspondence dated December 19, 2011 from the City Attorney's Office - 2/3 majority vote of those present required, and
2. Motion to Refer the item to the Ordinance Committee – simple majority vote required.

Attached hereto is a current list of the Local Election Polling Places provided by the Bridgeport Registrars of Voters Office. As you are aware, the City Council recently adopted a plan of redistricting which warrants review and modification as appropriate of polling places. The Registrars will consult with the Ordinance Committee, and recommend suitable polling places.

Please note that City Council President Tom McCarthy has authorized the addition of this item from the floor of the Council to the agenda for referral to committee. Thank you.

Very truly yours,

  
Mark T. Anastasi

City Attorney

Cc: Fleeta C. Hudson, City Clerk  
Thomas McCarthy, City Council President  
Andrew Nunn, CAO  
Linda Grace, Republican Reg. of Voters

Frances Wilson, Asst. City Clerk  
Adam Wood, Chief of Staff  
Sandi Ayala, Dem. Reg. of Voters  
Kimball Brace, Elec. Data Serv., Inc.

## Local Election Polling Places

<u>District</u>	<u>Polling Place</u>	<u>Address</u>
130-01	Black Rock School	545 Brewster St.
130-02	Longfellow School	139 Ocean Terr.
131-01	City Hall	45 Lyon Terr.
131-02	Roosevelt School	680 Park Ave.
132-01	Bassick High School	1181 Fairfield Ave.
132-02	Central High School	1 Lincoln Blvd.
133-01	Central High School	1 Lincoln Blvd.
133-02	Blackham School	425 Thorne St.
134-01	John Winthrop School	85 Eckart St.
134-02	Blackham School	425 Thorne St.
135-01	Park City Magnet School	1526 Chopsey Hill Rd.
135-02	Park City Magnet School	1526 Chopsey Hill Rd.
135-03	Hallen School	51 Omega Ave
135-04	Read Middle School	130 Ezra St.
136-01	Beardsley School	500 Huntington Rd.
136-02	Geraldine Johnson School	475 Lexington Ave.
136-03	Read Middle School	130 Ezra St.
137-01	Luis Munoz Marin School	479 Helen St.
137-02	The Bridge Academy	401 Kossuth St.
138-01	J.F.K. Campus	700 Palisade Ave.
138-02	Thomas Hooker School	138 Roger Williams Rd.
139-01	Harding High School	1734 Central Ave.
139-02	Dunbar School	445 Union Ave.

# RESOLUTION

Resolution Concerning the Creation of a Charter Revision Commission for the City of Bridgeport

(SEE ATTACHED)

By Councilmember(s): Thomas C. McCarthy

District: 133rd

Introduced at a meeting of the City Council, held:

December 19, 2011 (OFF THE FLOOR)

Referred to: Ordinance Committee

*Referrals Made:*

*Referred to City ATH on: 12/21/2011*

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

*City Clerk*

\_\_\_\_\_

**RESOLUTION**  
**Concerning the Creation of a Charter Revision Commission**  
**for the City of Bridgeport**

Dated: December 19, 2011

**Whereas**, on December 19, 2011 Bridgeport Mayor Bill Finch announced he is requesting the City Council initiate the process of overhauling the Bridgeport City Charter;

**Whereas**, the Bridgeport Charter received its last comprehensive update nearly two decades ago, effective January 1, 1993;

**Whereas**, Mayor Finch is recommending the creation of a Charter Revision Commission to the City Council;

**Whereas**, Mayor Finch noted that we need to modernize, simplify and make our Charter more constitutional in style in order to address the challenges confronting a 21<sup>st</sup> century municipality;

**Whereas**, one of Mayor Finch's primary recommendation to the Commission will be to amend the Charter to create more public accountability for education reform in order to ensure that our students receive the best education possible; and

**Whereas**, pursuant to C.G.S. § 7-187 et. seq. the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, acting by a two-thirds vote of its entire membership.

**NOW THEREFORE BE IT RESOLVED:** pursuant to C.G.S. § 7-187 et. seq. to initiate amendment of the Bridgeport City Charter;

**BE IT FURTHER RESOLVED:** pursuant to C.G.S. § 7-187 et. seq. that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to initiate a comprehensive amendment of the Bridgeport City Charter;

**BE IT FURTHER RESOLVED:** pursuant to C.G.S. § 7-187 et. seq. that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to initiate a comprehensive amendment of the Bridgeport City Charter, and to modernize and simplify the Charter, and to make it more constitutional in style in order to address the challenges confronting a 21<sup>st</sup> century municipality;

**BE IT FURTHER RESOLVED:** that a Charter Revision Commission be, and hereby is, formed, established, created, and or appointed to amend the Charter to create more public

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accountability for education reform in order to ensure that our students receive the best education possible; and

**BE IT FURTHER RESOLVED:** that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to amend the Charter in such other manner and respects as deemed necessary and appropriate.

**For Referral to the Committee on Ordinances**

# RESOLUTION

**Resolution Concerning the Appointment of Members of the Charter Revision Commission for the City of Bridgeport.**

By Councilmember(s): Thomas C. McCarthy

District: 133<sup>rd</sup>

Introduced at a meeting of the City Council, held:

December 19, 2011 (OFF THE FLOOR)

Referred to: Ordinance Committee

*Attest:*

\_\_\_\_\_  
*City Clerk*

Whereas, on or about January 3, 2012, the Bridgeport City Council as the appointing authority pursuant to C.G.S. § 7-187 et. seq. adopted a certain Resolution entitled: "Resolution Concerning the Creation of a Charter Revision Commission for the City of Bridgeport;" and

Whereas, pursuant to C.G.S. § 7-187 et. seq. the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, and whereas C.G.S. § 7-190 (a) states that within thirty days after such action has been initiated by vote of the appointing authority, the appointing authority shall by resolution appoint a commission consisting of not fewer than five nor more than fifteen electors; and

Whereas, the Mayor intends to propose names of potential commissioners to the Ordinance Committee for the City Council's consideration; Now, Therefore, be it

**Resolved**, pursuant to C.G.S. § 7-190 (a) that the following seven (7) electors are hereby appointed to serve as members of the Bridgeport Charter Revision Commission created on or about January 3, 2012.

*Referrals Made:*

*Ref'd to City Atty. on: 12/21/2011*

Res.# 31-11 Referred to Ordinance Committee on 12/19/2011 (OFF THE FLOOR).

## RESOLUTION

### Concerning the Appointment of Members of the Charter Revision Commission for the City of Bridgeport

Dated: December 19, 2011

**Whereas**, on or about January 3, 2012, the Bridgeport City Council as the appointing authority pursuant to C.G.S. § 7-187 et. seq. adopted a certain Resolution entitled: "Resolution Concerning the Creation of a Charter Revision Commission for the City of Bridgeport;"

**Whereas**, pursuant to C.G.S. § 7-187 et. seq. the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, and whereas C.G.S. § 7-190 (a) states that within thirty days after such action has been initiated by vote of the appointing authority, the appointing authority shall by resolution appoint a commission consisting of not fewer than five nor more than fifteen electors; and

**Whereas**, the Mayor intends to propose names of potential commissioners to the Ordinance Committee for the City Council's consideration;

**NOW THEREFORE BE IT RESOLVED:** pursuant to C.G.S. § 7-190 (a) that the following seven (7) electors are hereby appointed to serve as members of the Bridgeport Charter Revision Commission created on or about January 3, 2012.

**For Referral to the Committee on Ordinances**

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