

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 4, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Recognizing C. Rickard & Sons for 100 years of Operations in Bridgeport.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 7, 2010

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 144-09** Communication from Labor Relations and Benefits Administration re Agreement with InTech Health Ventures to provide Administrative Services for the Early Retiree Reinsurance Program to covered retirees of the City and Board of Education for term of three years, referred to Contracts Committee.
- 145-09** Communication from Central Grants and Community Development re Grant Submission: State Department of Education 21<sup>st</sup> Century Community Learning Centers Grant - Lighthouse in the Community, referred to Economic and Community Development and Environment Committee.
- 146-09** Communication from Central Grants and Community Development re Grant Submission: State Department of Mental Health and Addiction Services for 2010-2011 Substance Abuse Prevention Program, referred to Economic and Community Development and Environment Committee.
- 147-09** Communication from Central Grants and Community Development re Grant Submission: State Department of Public Health for 2010-2011 Local Public Health Preparedness Advisors Grant, referred to Economic and Community Development and Environment Committee.
- 148-09** Communication from OPED re Acceptance of Donation of portion of 305 Knowlton Street from MP Development Associates LLC, referred to Economic and Community Development and Environment Committee.

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

- \*131-09** Economic and Community Development and Environment Committee Report re Grant Submission: Contract with WorkPlace Inc. for 2010-2011 Pathway out of Poverty Grant.
- \*132-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Social Services for 2010-2012 Elderly Health Screening Grant.
- \*133-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Public Health for 2010-2013 Regional Public Health Preparedness Advisor Grant.
- \*136-09** Economic and Community Development and Environment Committee Report re Grant Submission: Housing and Urban Development for an Earmark for Family Services of Woodfield (FSW) Foreclosure Prevention Services.
- \*139-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Environmental Protection (DEP) – America the Beautiful Grant Program.
- \*140-09** Economic and Community Development and Environment Committee Report re Grant Submission: HUD/DOT/EPA Sustainable Communities Regional Planning Grant Program – Sustainable Communities Initiative Application.
- \*141-09** Economic and Community Development and Environment Committee Report re Grant Submission: DOT TIGER II Planning/HUD Community Challenge Grant Program to fund planning activities along the Seaview Avenue transitway.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 4, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Raw sewage condition
Radmila Dobrijevic 287 East Avenue Bridgeport, CT 06610	Neighborhood Problems
Charlie Coviello 73 William Street Bridgeport, CT 06610	Grants and cities employees

**CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, OCTOBER 4, 2010  
6:30 pm**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, \*Walsh, T. McCarthy, \*Lyons, Vizzo-Paniccia, \*dePara, M. Ayala, Martinez, Paoletto, Baker, Holloway

\*= arrived late

ABSENT: Council members: A. Ayala, Austin, Bonney, Blunt, Silver, Cullen

RECEIVED  
 CITY CLERK'S OFFICE  
 2010 OCT 18 P 2:43  
 ATTEST  
 CITY CLERK

Council President McCarthy called the public speaking session to order at 6:41 p.m.

The City Clerk took the roll call and announced there was a quorum.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 4, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
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Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Raw sewage condition
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Mr. Young mentioned that he still hasn't been contacted about the lawsuits he has filed to date.

He went on to talk about the raw sewage problem in P.T. Barnum. He relayed that the health department was supposed to check out the situation, but it hasn't been done yet. He expressed that the council members for the district should address the problem and report it so that something can be done about the odor and bacteria. He felt the problem was being ignored and it was an injustice and shameful.

He spoke again about the altercation that occurred between him and two other council members, in respect to never hearing from the Mayor about the incident. He stated that there will be a trial concerning the matter on October 17. And he also mentioned that there will be another pre-trial concerning an issue with Attorney Liskov and yet another lawsuit regarding an incident that happened on a sidewalk.

Radmila Dobrijevich 287 East Avenue Bridgeport, CT 06610	Neighborhood Problems
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Ms. Dobrijevich spoke about the rise in crime in the neighborhood. She said she was there to ask the Mayor and the city council to request more police force and undercover detectives to address the problem. She recalled that when she reported a crime, the officer that came out barely stayed five minutes to take the information. She stressed that there wasn't enough police force and that crime on East Avenue has gone up. She also recalled that five years ago there was a big problem, but the crime issues were addressed by the Mayor who was in office at that time and the police captain. She stated that she has been damage done to her car four times, and other people in the neighborhood experienced the same type of vandalism. There are other issues, such as selling drugs and a lot of noise. She relayed that a couple of weeks ago, she was pushed off the curb and her house and car keys were taken. She stressed that there has been more disruptive behavior directed towards other residents in the area. She went on to say that she came to this country twenty years ago, because she thought she could live here peacefully. She noted other incidents of violent muggings among residents that has resulted in hospitalization for some. She strongly urged that there be more police force to protect the people in the neighborhood.

Council President McCarthy said he appreciated her speaking. He urged her to contact the council members for her district and he offered to give her the telephone numbers to contact them. He further suggested that a meeting might be arranged to address the crime problems. He also noted that there will be an additional twenty (20) police officers on the streets soon to help address the crime problems.

Ms. Dobrijevich added that she pays good taxes every year and she expects police assistance when it's needed.

Charlie Coviello  
73 William Street  
Bridgeport, CT 06610

Grants and cities employees

Mr. Coviello spoke about the collapse of the \$8 million deficit in the budget and how they are now trying to pick up the pieces.

He went on to speak about the children in the city, in regard to a grant that was signed to renew the WIC Program. He noted that the program affects 8,000 kids in the city, which begins their relationship with the government.

He further spoke about the Board of Education and how they are trying to put pre-kindergarten children into a building that is contaminated with mold and has odor conditions; he emphasized that the problem needs to be cleaned up.

In addition, he said he received a call about a robbery that occurred on Barnum Avenue and East Avenue. And on Friday morning, a young man was killed with a knife on Willow Street that was a brutal attack. He relayed that after the police left the neighborhood after the incident, the Subway located between Barnum Avenue and East Avenue was held up.

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Mr. Coviello recalled that the crime problem was cleared up five years ago, but the crime element has recently resurfaced, so that's why his focus was on young people. He mentioned the numerous non-profit programs that used to serve the youth at Central High School. He said it was a program that helped those with drug and alcohol problems. The program was effective because it helped get kids clean. He stressed to the council members that they should be aware that the problem is now being carried over to the better neighborhoods, with gang activity among the youth. He said he hoped the youth program will continue to be encouraged.

The public hearing session ended at 7:05 pm.

## CITY COUNCIL MEETING

Monday, October 4, 2010

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: A. Ayala, Bonney, Silva

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

Prayer - Reverend McCullough offered the prayer.

Pledge of Allegiance - Council member Walsh led the pledge.

*\*Council member Baker asked for a moment of silence for Bishop Moales that recently passed away. He thanked everyone for coming out to extend their support and condolences.*

\*Council member Holloway requested a point of personal privilege. He stated that on September 4, 2010 during the Give Back the Night event; there was a young man who died in the custody of the State Police. He emphasized that there hasn't been any report submitted or information given out regarding the incident. He expressed that this was much to the distress of the family, because they don't know what happened and there's no record of the time of death or which hospital he was taken to. In addition, there is no information about an autopsy being done. He reiterated that there hasn't been any information given. He stated that to his knowledge, the Bridgeport Police aren't involved and it's a matter for the State Police. He relayed that he and Council member Baker have issued a memo regarding the matter and he received an e-mail back from Tyrone McClain indicating that information would be forthcoming, but to date, nothing has been heard. He requested that the Mayor's office contact the State Police and demand some information. He stressed that the matter shouldn't take this long and he thought the lack of information pointed to a possible cover up. He made a request again to help bring closure to the family of Mr. Israel.

Mayor Finch recalled an incident that occurred years ago, wherein it took a long time to get information and answers to what happened and the FBI was called in. He noted that he will hold a meeting on Tuesday, October 5 at 10:30 am to address the problem and he said he would make a call to the Governor and other persons that might be able to help.

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October 4, 2010  
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Roll Call the City Clerk took the roll call and announced there was a quorum.

*\*Council President McCarthy announced that Council member Bonney wasn't in attendance due to a family situation he had to take care of out of town.*

*He announced that Council member Silva wasn't in attendance because he was at a conference in Washington, D.C.*

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 7, 2010

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

City Council Citation: Recognizing C. Rickard & Sons for 100 years of Operations in Bridgeport.

Mayor Finch, Council President McCarthy, Council members Taylor-Moye and Brantley presented the citation.

Council President McCarthy expressed that Council member Taylor-Moye requested the citation due to the type of business that should be honored in the city.

Council member Taylor-Moye expressed that she thought it would be good to give the citation to a family that has done so much in the city since 1910. She felt their appreciation should be extended to the entire family for their business operations in Bridgeport.

Council President McCarthy read the citation that expressed congratulations for 100 years of operations in Bridgeport.

The recipient of the citation, Mr. Rickard expressed his thanks for the recognition. He noted that there was a long family history of business that pertained to those still active in the business and those that passed away. He further relayed a brief history of what the family has accomplished throughout the years.

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

**\*\* COUNCIL MEMBER CURWEN MOVED TO REFER THE COMMUNICATIONS TO COMMITTEES  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

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- \*\* 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. Council member Walsh requested to remove item **\*141-09** Economic and Community Development and Environment Committee Report re Grant Submission: DOT TIGER II Planning/HUD Community Challenge Grant Program to fund planning activities along the Seaview Avenue transitway.

The City Clerk read the remaining consent calendar items into the record:

- \*131-09** Economic and Community Development and Environment Committee Report re Grant Submission: Contract with WorkPlace Inc. for 2010-2011 Pathway out of Poverty Grant.
- \*132-09** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Social Services for 2010-2012 Elderly Health Screening Grant.

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\*\* **COUNCIL MEMBER dePARA MOVED TO APPROVE**  
 \*\* **COUNCIL MEMBER BRANNELLY SECONDED**  
 \*\* **MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the consent calendar item that was removed:

- \*141-09 Economic and Community Development and Environment Committee Report re Grant Submission: DOT TIGER II Planning/HUD Community Challenge Grant Program to fund planning activities along the Seaview Avenue transitway.

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

Council member dePara stated that the item came through committee with a unanimous recommendation. He urged approval of the item.

Council member Walsh said he was confused by the grant itself. He said that Alanna Kabel sent him some information, but he had a question about the language outlined in the grant, that applied to the language that read: *“Applied for amount not to exceed \$2.4 million and \$900,000.00 that is a match of city funds”*. He said he had a question of exactly what the grant and match was?

Mayor Finch stated that President Obama's administration is trying to get agencies of the federal government to work together to move development back to the city and operate in a coordinated fashion. So the DOT, HUD and other agencies are working with the TIGER

grant that allows grants to areas where there is potential for economic development; such as Pleasure Beach, the Steel Pointe Development, the New Waltersville/Barnum School, 10-acres of the Bridgeport Housing Development, the Remit property, the GE building and Lake Success. He said this will result in the creation of an almost entirely new city, as well as the development of a second train station that will give transit access to those on the east end. Overall, there is the ability to tie into a plan that will connect to the train station. He said if they receive the grant, it will include a city match.

Ms. Kabel approached to address Council member Walsh's questions. She stated that the funding source asks for the total amount of the project, so there was a request of \$1.5 million and the city match of \$900,000.00 will come from the capital fund that will bring the total project cost to \$2.4 million. She said if they receive the award, it will be broken down as indicated.

Council member Walsh asked if they will need bond council to sign off on the grant. Ms. Kabel replied no, it's not required because the funding source only asked for a potential source for the match.

Council member Walsh said when it was originally approved, he recalled it had to be approved for some other kind of project.

Mr. Lavernoich said the \$900,000.00 was allocated in 2008 and there was a match for federal funds to account for the same type of purpose. He said he could guarantee that the bond council would approve. Mayor Finch added that the bond council will look more favorably upon a transit plan than they would a roadway plan.

Council member Walsh relayed that there was a CT Post article regarding the Rembit property in relation to environmental conditions.

Mr. Lavernoich noted that different issues existed for both projects.

Council member Walsh asked which part of the \$2.4 million was part of the total expenditure. Mayor Finch said that information wasn't known, because they are only in the staging plan. He reiterated the purpose of the grant per President Obama's plan. He clarified that the grant hasn't been received yet, so there wasn't any certainty that the plan would be developed.

Council member Walsh commented that due to the magnitude of the project and the lack of specificity, he couldn't support approval of the item at this time. He said he would like to see more information, in terms of which individuals would economically benefit per the potential tax burden.

Council member Brantley questioned if there were houses in the area that they were talking about. Mr. Lavernoich responded that between Boston Avenue and Railroad Avenue the area isn't residential.

Mayor Finch stated that the planning grant is to achieve development along the corridor, so it's a good try to receive the grant.

**\*\* MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER BRANTLEY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**LABOR RELATIONS AND BENEFITS ADMINISTRATION**

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE  
Director  
(203) 576-7843

JANET M. FINCH  
Human Resources  
Manager  
(203) 576-8474

RICHARD D. WEINER  
Benefits Manager  
(203) 576-7007

COMM#144-09 Referred to Contracts Committee on 10/4/2010

September 27, 2010

Honorable Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and 15 copies of an Agreement between Intech Health Ventures and the City of Bridgeport to Provide Administrative Services For the Early Retiree Reinsurance Program for covered retirees of the City and Board of Education.

The term of the Agreement is three years..

I respectfully request that this contract be referred to the Contracts Committee at the Council meeting of October 4, 2010.

Sincerely,

Richard D. Weiner  
Benefits Manager

RECEIVED  
CITY CLERK'S OFFICE  
2010 SEP 27 A 9:25  
ATTEST  
CITY CLERK

## **AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES FOR THE EARLY RETIREE REINSURANCE PROGRAM**

This Agreement for the provision of administrative services for the Early Retiree Reinsurance Program ("the Agreement") is entered into as of the date of full execution below (the "Effective Date") by and between InTech Health Ventures ("INTECH"), an Arizona corporation, having an address at 405 E. Wetmore Rd. #117-510, Tucson, Arizona 85705, and the undersigned City of Bridgeport, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("Plan Sponsor" or "City").

WHEREAS, Plan Sponsor has submitted an application to and anticipates being accepted by the Department of Health and Human Services ("HHS") for participation in HHS Early Retiree Reinsurance Program 45 C.F.R. ("ERRP");

WHEREAS, Plan Sponsor desires to arrange for INTECH to provide certain administrative services described herein in relation to obtaining reimbursement from HHS\_ under ERRP.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, INTECH and Plan Sponsor agree as follows:

### **1. Definitions**

"Health Benefits" shall have the same meanings as set forth in 45 C.F.R. Part 149 per Section 1102(a)(2)(A) of the Patient Protection and Affordable Care Act (The Affordable Care Act).

"Data Match" means the match performed by HHS and/or CMS to determine which retirees submitted on Plan Sponsor's Initial List or Updated List are Early Retirees.

"Employment-Based Plan" as stated in 45 C.F.R. Part 149 per Section 1102(a)(2)(B) is defined as a group benefits plan providing health benefits.

"Early Retiree" shall have the meaning stated in 45 C.F.R. Part 149 per Section 1102(a)(2)(C) is defined as individuals who are 55 and older but are not eligible for coverage under Medicare, and who are not active employees of an employer maintaining, or currently contributing to, the employment-based plan of any employer that has made substantial contributions to fund such plan.

"HIPAA" means the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended.

"Initial List" means a list of all individuals Plan Sponsor believes (using information reasonably available to Plan Sponsor when it submits an ERRP application) are Early Retirees enrolled in each Plan Sponsor's Employee-Based Plan.

"Standardized Data File Format" means ASC.X12N 835, ASC.X12N/NCPDP5.1 or other file format approved by HHS and/or CMS and accepted by INTECH in writing.

"Updated List" means amendments to the Initial List provided by the Plan Sponsor.

## 2. Term and Termination

- (a) Term. The term of this Agreement shall begin as of the Effective Date and will continue for a period of three (3) years unless sooner terminated ("Term").
- (b) The Agreement may be terminated under any of the following circumstances:
- (i) Non-renewal. Either party may elect to not renew this Agreement at the end of the Term by providing advance written notice to the other party not later than ninety (90) days prior to the expiration of the Term.
  - (ii) Termination without cause. Either party may terminate the Agreement in its entirety with ninety (90) days prior written notice to the other party.
  - (iii) Termination for failure to reach agreement following regulatory changes. Either party may terminate this Agreement with sixty (60) days advance written notice that it is unable to agree on any amendment to this Agreement, as may be required under Section 9(e), Regulatory Changes, of this Agreement.
  - (iv) Termination of Plan Sponsor's participation in the ERRP. This Agreement shall automatically terminate on the date of Plan Sponsor's termination with the ERRP program, subject to the transition requirements set forth in Paragraph 3 below.
  - (v) Termination of the HHS ERRP. This Agreement shall automatically terminate on the date HHS terminates the ERRP program, subject to the transition requirements set forth in Paragraph 3 below.
  - (vi) Termination for material breach. Either party may terminate this Agreement for cause if the other party commits a material default in its performance of this Agreement, files bankruptcy that is not withdrawn in thirty (30) days, or admits its inability to pay its debts when they become due, by providing the other party with thirty (30) days advance written notice of its election to terminate, specifying the nature of the default(s). A for cause termination election shall not become effective if the defaulting party completely cures the specified default(s), to the other party's reasonable satisfaction, within the 30-day notice period, or the parties agree in writing to extend the period for cure.

## 3. Transition Services

- (a) Transition requirements: Upon termination of this Agreement for any reason, the parties agree to take the following actions to minimize disruption of the Plan Sponsor's participation in the EERP program or to provide for close-out activities:
- (i) Transition plan. The parties will work together to develop and implement a detailed plan for transitioning the INTECH services and the parties will cooperate fully to arrange for the transfer of services to Plan Sponsor or Plan Sponsor's assignee.
  - (ii) Transition period. INTECH will continue to provide services in accordance with this Agreement for a reasonable transition period, not to exceed three (3) months from the date of termination, unless otherwise agreed to in writing by the parties. All of the terms and conditions of this Agreement, including the payment provisions of EXHIBIT A, shall apply during the transition period. [In addition, Plan Sponsor shall pay INTECH \$150 per hour plus expenses for transition related services.]

#### **4. Plan Sponsor Responsibilities**

- (a) ERRP application. Plan Sponsor shall be responsible for preparing and submitting its ERRP application annually, or as required by HHS.
- (b) Initial List of Early Retirees. Plan Sponsor or Plan Sponsor's designee shall be solely responsible for preparing and submitting the Initial List of Early Retirees.
- (c) Updated Lists of Early Retirees. Plan Sponsor shall submit lists of all potential Early Retirees to INTECH on a monthly basis, by the 10th of the month or as otherwise agreed to by the parties. Plan Sponsor or Plan Sponsor's designee shall submit either full files every month or just the adds, changes and deletes as agreed to by the parties.
- (d) Claims and rebate data. Plan Sponsor shall be responsible for making arrangements with its Group Health Plan(s) or plan administrators, and pharmacy benefit managers, to provide the ERRP required data, in the Standardized Data File Format to be submitted to INTECH, including: (i) gross covered retiree plan-related drug costs for prescriptions received at retail pharmacies, specialty pharmacies and mail order vendors; and (ii) gross covered retiree plan-related medical costs for medical services received.
- (e) Receipt of ERRP payments. Plan Sponsor shall receive all ERRP payments directly from the United States government. InTech shall have no responsibility for receiving, handling or transmitting any HHS payments for or on behalf of Plan Sponsor.
- (f) Corrections and modifications. Plan Sponsor shall be solely responsible for the information on its initial application, identifying any receipt of overpayments from HHS, and making any communications and/or corrections to HHS on these matters. INTECH shall provide Plan Sponsor with assistance and access to information as necessary to make any such communications and/or corrections to HHS.
- (g) Payment for services. Plan Sponsor shall pay INTECH for the administrative services INTECH provides in accordance with the payment provisions in Exhibit A.

#### **5. INTECH Responsibilities**

- (a) Reconciling Lists of Early Retirees. INTECH shall compare the Plan Sponsor's current updated full file to the Initial List of Early Retirees submitted to HHS and/or CMS by Plan Sponsor and then on a monthly basis to the most current Updated List of Early Retirees and shall prepare and submit the list of adds, deletes and changes to HHS and/or CMS on behalf of Plan Sponsor on a monthly basis.
- (b) Confirmation of Early Retirees. INTECH shall receive Data Match information from HHS and/or CMS. INTECH will provide Plan Sponsor or Plan Sponsor's designee with the most recent match information received from HHS and/or CMS. INTECH shall cross-check the HHS and/or CMS Data Match information against the Plan Sponsor's Initial List or Updated List of Early Retirees and remove from processing any individuals that are determined by HHS and/or CMS as non-eligible Early Retirees.
- (c) Report back to Plan Sponsor. INTECH will report to the Plan Sponsor those retirees and retirees' dependents that HHS and/or CMS has determined were not qualified.
- (d) Responsibility for compiling aggregate claims data. Based on the claims data provided by Plan Sponsor's Group Health Plan(s) or plan administrators, INTECH shall: (i) identify the eligible medical and pharmacy claims; (ii) subtract the cost threshold; (iii) apply the cost limit for each Early Retiree; and (iv) aggregate the data as required by HHS for the

payments. Plan Sponsor understands that INTECH will not include certain medical services or prescription drugs determined by HHS to not qualify for the reimbursement.

- (e) Responsibility for submitting aggregate claims data to HHS. INTECH shall submit the appropriate aggregate claims data to HHS in accordance with the schedule the Plan Sponsor has set with HHS on its initial application or any other frequency allowed by law.
- (f) Annual reconciliation. If required, INTECH shall submit the following cost data for reconciliation to HHS: (i) the total medical and prescription costs for each Early Retiree; and (ii) if required, the actual rebate amount apportioned to each Early Retiree. These amounts shall be based on data submitted to INTECH by Plan Sponsor and Plan Sponsor's Group Health Plan(s) or plan administrators.
- (g) Corrections and modifications. Based on data provided by Plan Sponsor or Plan Sponsor's designee, INTECH will submit changes and corrections to the list of Early Retirees and claims data on Plan Sponsor's behalf to HHS and/or CMS and assist Plan Sponsor through the appeals process on issues related to these changes and corrections. INTECH is not responsible for the validity of data provided by Plan Sponsor or Plan Sponsor's designee.
  - (i) Should INTECH learn that any data provided by Plan Sponsor, Plan Sponsor's Group Health Plan(s), plan administrators or any third-party is or was inaccurate, or that Plan Sponsor has received overpayments or that Plan Sponsor's ERRP application, medical service or pharmacy cost data or any submissions fail to comply with ERRP requirements, INTECH shall promptly notify Plan Sponsor, and Plan Sponsor shall have ultimate responsibility for making any necessary corrections and communications to HHS. INTECH will, however, to the extent reasonably necessary, work with Plan Sponsor in making those corrections and/or submitting them on Plan Sponsor's behalf.
  - (ii) At Plan Sponsor's request, INTECH may assist Plan Sponsor in reviewing the data but INTECH shall have no obligation to provide or submit data in support of Plan Sponsor's ERRP application or submission to obtain payment under ERRP when, in INTECH's sole discretion, INTECH has reason to believe that the data provided to INTECH is or may be inaccurate or incomplete, or would not be in compliance with ERRP requirements and discloses the basis for its conclusions to the Plan Sponsor, in which case the Plan Sponsor will have the right within (30) days after notice to either demonstrate the accuracy and completeness of its data or cure the problems with its data to INTECH's reasonable satisfaction.

## 6. Audits

- (a) Audits by Plan Sponsor. Plan Sponsor may retain an independent third-party to perform periodic audits of the data submitted in connection with ERRP prior to the submission of the final reconciliation; provided, however, that the third-party executes INTECH's most current Nondisclosure Agreement. INTECH agrees to cooperate and make the applicable records available to such independent auditor. Any audit shall take place with at least five business (5) days' advance written notice, at INTECH's primary place of business and during normal INTECH business hours. If auditor needs access to individually identifiable health information in order to perform such an audit, it shall be subject to compliance with HIPAA or other applicable privacy/security regulations. All costs of any audit shall be paid by Plan Sponsor.
- (b) Audits by HHS. The parties agree to cooperate with each other if either party is audited by HHS or its designee for the services provided under this Agreement. While INTECH may

assist Plan Sponsor if requested. Plan Sponsor acknowledges that INTECH is not responsible for the accuracy of the data provided to INTECH that is submitted to HHS.

7. Acknowledgement of the purpose of data

ERRP Requirements, in a good and workmanlike manner consistent with the level of skill pursuant to 45 C.F.R. Part 149. INTECH acknowledges that the information it provides to Plan Sponsor pursuant to this Agreement may be a subject of a dispute for the purpose of obtaining Federal funds or manner in which the services contemplated by this Agreement are provided. In and that subsequent administrative guidance or requirements from HHS may alter the scope

8. Appeals

appeals and procedures are not fully defined and developed and may change over time. In the event that HHS makes an adverse initial determination with respect to Plan Sponsor's ERRP eligibility, subsidy application, ERRP payment, or other similar determination, INTECH shall not be responsible for any associated costs or expenses. However, INTECH will, at the Plan Sponsor's expense, provide assistance in formatting and submitting an appeal and Plan Sponsor shall pay INTECH at the rate of one hundred fifty dollars (\$150) per hour for those services for such that fee as the parties may agree upon at the time of the appeal. INTECH will provide Plan Sponsor with reasonable access to information that Plan Sponsor may use to exercise its appeal rights, but Plan Sponsor will be solely responsible for submitting any request for reconsideration request for a hearing or for providing HHS administrative information for reopening and case with such appeal rights. Work to collect and reasonable and material records shall be the responsibility and provision of services under this

9. Mutual Responsibilities

- (a) Legal and regulatory compliance: The parties shall comply with all the laws and regulations applicable to their respective obligations under this Agreement, including but not limited to the ERBP program as defined by HHS and as applicable to that party; and the parties shall comply with all necessary licenses, permits, qualifications, approvals and rights necessary to conduct their obligations under this Agreement. Each party agrees to provide the

other party with written notice of legal or regulatory changes/issues of which it becomes aware that may impact the responsibility and provision of services under this Agreement and each party agrees to promptly work to correct any reasonable and material compliance concerns of the other party, including, if necessary, amending the terms of this Agreement to conform with applicable regulatory modifications or requirements or pursuant to Section 9(c). Absent a written modification by the parties, each provision of this Agreement shall be interpreted in accordance with the objective and applicable law. However, if any provision of this Agreement is held to be unenforceable under any applicable law or regulation to any jurisdiction consistent with the jurisdiction to which the parties intend to apply the Agreement, the illegality or unenforceability shall not affect the validity of the Agreement or the obligations of the parties under the Agreement. Each party shall remain ultimately responsible for its own compliance with the ERBP Requirements. ERBP balance or other similar determination INTECH

- (b) Standard of care: The parties recognize that because the ERRP program is new, the ERRP requirements and procedures are not fully defined and developed and may change over time and that subsequent administrative guidance or requirements from HHS may alter the scope of services or manner in which the services contemplated by this Agreement are provided. In light of these factors, INTECH will make a good faith effort to compile and provide complete and accurate information in accordance with its best understanding and interpretation of ERRP Requirements, in a good and workmanlike manner consistent with the level of skill

and care ordinarily exercised by members of the profession currently practicing under similar circumstances.

- (c) Accuracy of data. In satisfying its obligations under this Agreement, INTECH will utilize and/or obtain and/or provide data that is developed and maintained by third-parties or Plan Sponsor. By obtaining this data from a Plan Sponsor and/or third-party source, INTECH does not warrant and/or assume responsibility for the accuracy of this data, to the extent such inaccuracies were not reasonably discoverable by INTECH.
- (d) Cooperation. The parties recognize that they must mutually cooperate to achieve the benefits of the ERRP program under this Agreement and that INTECH is not responsible if it is unable to complete any tasks because Plan Sponsor, Plan Sponsor's designee and/or any third-party contracted by Plan Sponsor fails to meet its obligations, including, but not limited to, providing the required data to INTECH.
- (e) Regulatory changes. If either party believes that subsequent guidance or requirements from HHS have altered the scope of services or manner in which the services contemplated by this Agreement are to be provided, or that any provision of this Agreement is inconsistent with ERRP Requirements, that party shall promptly notify the other party in writing and the parties shall work cooperatively to amend this Agreement accordingly. If the parties are unable to reach mutual agreement on an amendment to this Agreement, each party shall have the right to terminate this Agreement.
- (f) Retention of records. INTECH and Plan Sponsor shall maintain all records as required by ERRP or for a period of not less than six (6) years after the expiration of the ERRP Plan year in which medical and pharmacy costs were incurred, or longer if required by law.
- (g) HIPAA compliance. The parties agree and acknowledge that this Agreement involves the use and disclosure of Protected Health Information, as the term is defined in HIPAA. The parties therefore agree that all uses and disclosures of Protected Health Information pursuant to this Agreement will be undertaken in compliance with all applicable HIPAA requirements.

## **10. Proper Authorizations**

- (a) Plan Sponsor warrants that it has obtained or will obtain all necessary written agreements in effect with Plan Sponsor's Group Health Plan(s) and/or plan administrators regarding disclosure of information to HHS and/or CMS as required and also with Plan Sponsor's Group Health Plan(s) to provide retiree plan related medical and prescription drug costs and, if required, rebate data to INTECH.
- (b) Plan Sponsor warrants that it has or will obtain any necessary participant and/or Early Retiree authorizations necessary for the provision of services under this Agreement or otherwise applicable to Plan Sponsor, such as any authorizations that may be required for Plan Sponsor to provide or facilitate the provision of data to INTECH.
- (c) Plan Sponsor warrants that it has/will properly authorized INTECH to access and submit data on the HHS website.

## **11. Indemnification**

Plan Sponsor agrees to indemnify, defend and hold INTECH, its agents, officers, employees, directors and subcontractors harmless against any loss, cost, suit, claim damage, liability or expense, including reasonable attorneys' fees arising out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by the

Department of Health and Human Services or any other governmental agency or entity or any other person or entity related to Plan Sponsor's participation in ERRP; or from any negligent or intentional act or omission of Plan Sponsor, its agents or employees in performing or failing to perform Plan Sponsor's obligations under this Agreement.

INTECH agrees to indemnify, defend and hold Plan Sponsor, its agents, officers, employees, directors and subcontractors harmless against any loss, cost, suit, claim, damage, liability or expense, including reasonable attorneys' fees arising out of any audit, investigation, subpoena, investigative demand, action, proceeding, liability, judgment, settlement, or inquiry by the Department of Health and Human Services or any other governmental agency or entity or any other person or entity related to INTECH's services, alleging any negligent or intentional act or omission of INTECH, its agents or employees, in performing INTECH's obligations under this Agreement.

If either party seeks indemnification under this Agreement, that party shall give the other party prompt written notice upon learning of such claim.

Where both parties, including their employees, agents or representatives are found to be contributorily negligent, each party shall contribute to the common liability a pro-rata share based on its relative degree of fault, as established by compromise, arbitration or litigation.

This paragraph 11 shall survive the expiration or early termination of this Agreement.

## **12. Limitation of Liability**

Other than as described in Section 11 of this Agreement, INTECH shall not be liable to Plan Sponsor for any ERRP amounts that are not paid by HHS or that HHS recoups for any reason. Under no circumstances shall INTECH be liable for indirect, consequential, special or punitive damages and INTECH's total liability shall be no greater than the two times the total of fees paid by Plan Sponsor to INTECH under this Agreement

## **13. Miscellaneous provisions**

- (a) Amendments and waiver for breach. This Agreement may not be modified or amended, and no provision may be waived, in whole or in part, except by written agreement signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (b) Confidentiality. The parties agree that all terms and provisions of the Agreement and the administrative services provided under this Agreement are confidential and shall not be disclosed to third-parties except if required by law.
- (c) Limitations on business restrictions. Plan Sponsor acknowledges and agrees that this Agreement is a non-exclusive Agreement for independent subcontractor services and that this Agreement does not prevent INTECH from providing any ERRP program services independently or as a subcontractor to any other entity.
- (d) Trade secrets. It is agreed that each party may have access to certain business practices, systems, techniques, etc. that are declared to be or are marked as trade secrets ("Confidential Information") of the other party (referred to as a "Disclosing Party" for the purposes of this Section 13(d)) or to other information belonging to a Disclosing Party which is not generally

known to the public and which is proprietary to a Disclosing Party or any of its clients, consultants, licensors, licensed dealers or distributors. Confidential Information does not include (i) information already in the public domain, (ii) information disclosed by INTECH without a confidential designation, (iii) information required to be disclosed under a freedom of information law or (iv) information required to be disclosed by a court of law. Each party specifically agrees that it will not at any time, whether during or subsequent to the term of this Agreement in any fashion, form or manner, unless specifically authorized in writing by the other party, either directly or indirectly, use or divulge any Confidential Information belonging to a Disclosing Party of any kind, nature or description without the prior written consent of the Disclosing Party. The parties agree, as between them, each of the matters declared to be or marked as Confidential Information constitute important material and affect the successful conduct of the Disclosing Party's business and goodwill. Any breach of any term set forth in this section is a material breach of this Agreement. All equipment, notebooks, documents, programs, memoranda, reports, files, samples, books, correspondence, lists and other written, graphic or electronic records and the like, affecting or relating to the business of the Disclosing Party, which the party in receipt of such Confidential Information from a Disclosing Party prepares, uses, constructs, observes, invents, possesses or controls during the term of this Agreement shall be and shall remain the Disclosing Party's sole property.

- (e) Subcontracting. The parties acknowledge and agree that INTECH may use subcontractors to perform some of the services described in this Agreement. INTECH will ensure that any subcontractor(s) performing ERRP-related services for the Plan Sponsor adopt new agreements or modify existing agreements to require such subcontractors to comply with all applicable local, state and federal laws and to perform services consistent with the terms and conditions of this Agreement.
- (f) Entire Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter herein, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.
- (g) Governing law and arbitration. This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut. Any dispute hereunder that cannot be resolved by and between the parties shall be submitted to a court having jurisdiction over the parties located in Fairfield County, Connecticut. No third-party beneficiary. The parties agree that no term or provision of this Agreement is for the benefit of any third-party (including, but not limited to, Plan Sponsor's retirees and/or employees and/or dependents and Early Retirees), and no such third-party has a cause or right of action under this Agreement.
- (h) Notice. Any notices to be given by either party under this Agreement shall be by personal delivery by a party, delivery through a reputable national delivery service with acknowledgement of delivery, or through the United States Postal Service, postage prepaid, certified, return receipt requested, and addressed to the other party at the last address provided in writing to such party. Notice shall be deemed given upon the earlier of actual receipt of the notice or seventy-two (72) hours after either deposit in the U.S. Mail or pick-up by a reputable national delivery service. A party may change its address at any time by providing the other party with prior written notice of the change.

- (i) Severability. If any provision of this Agreement is rendered unenforceable or invalid by any state, local or federal law, rule or regulation or declared null and void by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- (j) Status as independent entities. INTECH and Plan Sponsor are separate and independent entities. The relationship between INTECH and Plan Sponsor is purely contractual and neither Plan Sponsor nor INTECH, or their employees or agents, shall be considered the employee or agent of the other.
- (k) Limited warranty. Plan Sponsor acknowledges that this Agreement is not a contract for the sale of goods. INTECH shall use the standard of care described in this Agreement in the performance of the services to be provided under this Agreement.
- (l) Force majeure. In the event that a cause that prevents a party from performing any obligation, in whole or in part, and that is beyond such party's reasonable control should occur, including, but not limited to, acts of God, war, civil disturbance, terrorism, court order, governmental intervention, a change in law, third-party non-performance, failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment, If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties or compensation, for example, and may result in the need to modify the agreement accordingly. INTECH and Plan Sponsor may be excused from performance under this Agreement to the extent that such cause prevents performance by INTECH or Plan Sponsor.

Notwithstanding the above, Plan Sponsor reserves the right to terminate this Agreement upon written notice to INTECH if, in Plan Sponsor's reasonable judgment, INTECH will not be able to resume performance of its services in a timely manner and replacement services from an alternative vendor are available.

- (m) Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement is not assignable by either party without the express written consent of the other party. Notwithstanding the foregoing, either party may assign its rights or obligations under this Agreement in whole or in part to a wholly owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization, or sale of substantially all of its assets.
- (n) Form of the Agreement. The headings in this Agreement have been included solely for reference and have no force or effect in interpreting its provisions. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- (o) Proprietary systems and works for hire. It is acknowledged and agreed that in performing the services under this Agreement INTECH will utilize administrative processes and systems

that are proprietary and confidential. These processes and systems and all derivatives are the property of INTECH. Unless specifically agreed to in writing by the parties as an amendment to this Agreement, no process or system utilized by INTECH shall constitute a work for hire and this Agreement creates no license for Plan Sponsor, or any other entity for the use of such systems or processes. It is further acknowledged and agreed that if in the performance of its services under this Agreement INTECH is required to utilize the administrative processes and systems of Plan Sponsor, INTECH shall have a limited license for such use only for the purpose of providing services under this Agreement.

- (p) Survival. The provisions of Sections 2, 9(f), 9(g), 11, 12 and 13 shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives listed below.

**Plan Sponsor:**

**INTECH:**  
InTech Health Ventures

By: \_\_\_\_\_  
Signing Person  
Title

By: \_\_\_\_\_  
John B. Hoyt  
Partner

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

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

Address for Notice:  
Plan Sponsor Name  
Address  
City, ST, ZIP  
Attn: Name

Address for Notice:  
InTech Health Ventures  
405 E. Wetmore, #117-510  
Tucson, AZ 85705  
Attn: John Hoyt

**EXHIBIT A**  
**COMPENSATION**

**Payment terms**

Plan Sponsor shall pay INTECH for each month a Qualifying Covered Retiree is eligible, as determined by Plan Sponsor and validated per HHS and CMS processes, a flat rate of three dollars (\$3.00) per month, effective on a go forward basis from June 1, 2010. Additional charges include:

- One-time fee \$1,500 for implementation services if ERRP application is approved

INTECH will invoice Plan Sponsor monthly and all payments are due within thirty (30) days of Plan Sponsor's invoice date.

**Remedies for failure to pay**

Plan Sponsor is responsible for payment on the terms stated above through the termination of the Agreement and through any Transition Period as stated in Section 3(a)(ii) of this Agreement. If Plan Sponsor fails to pay any amount owed to INTECH by the applicable due dates, and such payment is not a matter of a good faith dispute between the parties, then in addition to all rights in law or equity, INTECH will have the following cumulative remedies: (i) require Plan Sponsor to pay INTECH a late payment penalty after the invoice question remains unpaid for sixty (60) days equal to one percent (1.0%) of the outstanding balance per month (12% per annum)(the "Finance Charges") until paid in full, whether such payment is made before or after termination of this Agreement; provided, however, if the Finance Charges exceed the maximum rate permitted by law, the Finance Charges will be reduced to the maximum permitted by law; and (ii) INTECH may terminate this Agreement pursuant to the for-cause (material breach) termination provisions of Section 2(b)(vi).



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

BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

COMM#145-09 Referred to ECD&E Committee on 10/04/2010

September 16, 2010

To: Fleeta Hudson  
From: Renu Gupta   
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott  
Re: State Department of Education, 21<sup>st</sup> Century Community Learning Centers grant

The Lighthouse Program seeks authorization for Mayor Finch to enter into contract with the State Department of Education, 21<sup>st</sup> Century Community Learning Centers grant and to sign all related documents, contracts and resolutions.

The grant will assist operations of after school programs.

Please feel free to call me at 576-7732 with any questions.

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CITY CLERK'S OFFICE  
2010 SEP 29 A 10:55  
ATTEST  
CITY CLERK



**EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

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PROJECT TITLE 21<sup>st</sup> Century Community Learning Centers grant

RENEWAL \_\_\_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Lighthouse Program

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The grant will assist Lighthouse in operations of after school programs.

**CONTRACT DATES:**

July 2010- June 2016

**PROGRAM GOALS AND OBJECTIVES:** The grant will assist operations of after school programs in 3 schools ( Black Rock, Geraldine, John Winthrop). Approximately 325 students will be served.

---

**IF APPLICABLE**

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

Federal:

State: \$200,000/yr for 3 years,

\$150,000 for year 4 and \$100,000 for year 5

City:

Other:

**FUNDS REQUESTED**

Salaries/Benefits:

Office/Medical Supplies:

Refreshments: \$

Mileage: \$3000 for training

Subcontracts: Yes X No \_\_\_

If yes, supply listing and dollar amount -  
\$197,000 to:

After School and summer service providers

**WHEREAS**, the City of Bridgeport, through the Lighthouse Program is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the State Department of Education, 21<sup>st</sup> Century Community Learning Centers grant and,

**WHEREAS**, funds under this grant will be used to fund after school programs that include math, science, special needs services, music and art, recreation, family literacy, and cultural activities at 3 schools and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Lighthouse Program submit an application to the State Department of Education in an amount not to exceed \$200,000 through via 1 grant for the purpose of providing after school activities to students at John Winthrop, Geraldine Johnson, and Black Rock Schools, 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 Department of Education for funds to operate after school programs.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State Department of Education, Bureau of Health and Nutrition Services and Child/Family/School Partnerships for the 21<sup>st</sup> Century Community Learning Centers program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

COMM#146-09 Referred to ECD&E Committee on 10/04/2010

September 16, 2010

To: Fleeta Hudson  
From: Renu Gupta   
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott, William Quinn  
Re: 2010-2011 Substance Abuse Prevention Program

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with RYASAP for 2010-2011 Substance Abuse Prevention Program and to sign all related documents, contracts and resolutions.

The grant will assist alcohol, tobacco or other drugs prevention-oriented programs and activities for youth.

Please feel free to call me at 576-7732 with any questions.

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2010 SEP 29 A 10:56  
ATTEST  
CITY CLERK



**EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

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PROJECT TITLE: 2010-2011 Substance Abuse Prevention Program

RENEWAL   X   NEW   

DEPARTMENT SUBMITTING INFORMATION:   Health Department  

CONTACT NAME:           Renu Gupta          

PHONE NUMBER:           576-7732          

**PROJECT SUMMARY/DESCRIPTION:**

Funds through the Ct. Department of Mental Health and Addiction Services are granted to towns throughout the state with the intention of facilitating the development of substance abuse prevention activities at the local level. The City has received these funds via RYASAP for the past several years. No City match is required.

**CONTRACT DATES:**

July 1, 2010 – June 30, 2011

**PROGRAM GOALS AND OBJECTIVES**

The goal of the program is to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco and other drugs

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**IF APPLICABLE**

Federal:  
State: DMHAS/RYASAP  
City:  
Other:

Salaries/Benefits:  
Materials/Supplies:  
Transportation:  
Other: \$8,230 (see below)  
Subcontracts: Yes    No   X    
If yes, supply listing and dollar amount  
(please attach)

Funds will be used to support the CHS Profiles Theatre Group who will perform skits on substance abuse, alcohol, smoking and other negative behaviors; and to purchase, anti-smoking and substance abuse prevention materials to be distributed at health fairs and other community events.

**WHEREAS,** the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS,** this funding has been made possible through a grant for the Local Prevention Council Grant and,

**WHEREAS,** funds under this grant will be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs.

**WHEREAS,** it is desirable and in the public interest that the City of Bridgeport, Human Services Department, submit an application to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program in an amount not to exceed \$8,230 for the purpose of providing prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs; 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 Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program to be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs and
- 2.
3. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program for a grant for the Local Prevention Council to provide prevention-oriented programs, and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

COMM#147-09 Referred to ECD&E Committee on 10/04/2010

September 16, 2010

To: Fleeta Hudson  
From: Renu Gupta *RG*  
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott,  
Re: Local Public Health Preparedness Advisors

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with State of Connecticut- Department of Public Health for Local Public Health Preparedness Advisors Grant and to sign all related documents, contracts and resolutions.

The grant will assist health department in completing exercises and performance assessment tools to enhance public health response to emergencies.

Please feel free to call me at 576-7732 with any questions.

RECEIVED  
CITY CLERK'S OFFICE  
2010 SEP 29 A 10:56  
ATTEST  
CITY CLERK



**EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

---

PROJECT TITLE: Local Public Health Preparedness Advisors

RENEWAL  X  NEW     

DEPARTMENT SUBMITTING INFORMATION: Health Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The grant will assist health departments in completing exercises and performance assessment tools to enhance public health response to emergencies.

**CONTRACT DATES:**

August, 2010 – August, 2011

**PROGRAM GOALS AND OBJECTIVES**

The goal of the Program is to prepare to respond to public health emergencies

---

**IF APPLICABLE**

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

Federal:  
State: \$67,419 /yr  
City:  
Other:

**FUNDS REQUESTED**

Salaries/Benefits: \$58,601  
Office/Medical Supplies: \$8,818  
Refreshments: \$  
Mileage: \$  
Subcontracts: Yes      No       
If yes, supply listing and dollar amount (please attach)

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

**WHEREAS**, this funding has been made possible through a grant for Local Public Health Preparedness Advisors and,

**WHEREAS**, funds under this grant will be used to assist local health departments in completing exercises and performance assessment tools to enhance public health response to emergencies.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut- Department of Public Health in an amount not to exceed \$67,419 to assist health department in completing exercises and performance assessment tools to enhance public health response to emergencies; 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 Public Health to assist health department in completing exercises and performance assessment tools to enhance public health response to emergencies and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State of Connecticut- Department of Public Health for a Local Public Health Preparedness Advisors and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

COMM#148-09 Referred to ECD&E Committee on 10/4/2010

Donald C. Eversley  
Director

September 29, 2010

City Clerk  
City of Bridgeport  
City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Acceptance of Donation – A Portion of 305 Knowlton Street

Dear City Clerk:

The City of Bridgeport, acting through its Office of Planning and Economic Development, would like to accept a donation from MP Development Associates, LLC of an approximately 1-acre portion of 305 Knowlton Street along the Pequonnock River. The City wishes to accept this donation so as to facilitate the parcel's redevelopment into public waterfront access and open space. This parcel would be used to further the City Master Plan goal of "acquiring strategically located and undeveloped brownfield sites for open space and ... passive recreation," as well as its stated goal of "enhancing access to parks and the waterfront."

I respectfully request that the matter be referred to the City Council's Committee on Economic and Community Development and Environment. Thank you for your consideration of this request.

Sincerely

Bill Coleman

Director of Neighborhood Development

C: Mayor Finch  
Andy Nunn  
Adam Wood  
Alanna Kabel  
Donald Eversley  
Ed Lavernoich

RECEIVED  
CITY CLERK'S OFFICE  
2010 SEP 29 PM 5:14  
ATHEIST PROGRESSIVE

A Resolution by the Bridgeport City Council  
Authorizing the Acceptance of a Donation of Real Estate  
A Portion of 305 Knowlton Street

Whereas, MP Development Associates LLC is the owner of the real property known as 305 Knowlton Street; and

Whereas, 305 Knowlton Street is located along the eastern bank of the Pequonnock River and consists of an historic mill building of approximately 22,000 square feet as well as a blighted warehouse and other out-buildings of approximately 48,000 square feet; and

Whereas it is the intention of MP Development Associates to sever from 305 Knowlton Street that portion of the property which contains the blighted warehouse and out-buildings so as to create a new legal parcel;

Whereas, MP Development Associates LLC wishes to donate the newly created property to the City of Bridgeport; and

Whereas, the City's Neighborhood Stabilization Program (NSP) provides funding for the elimination of blight and the creation of public open space in support of private and public neighborhood development; and

Whereas the City wishes to accept such donation and to use NSP funding to demolish the blighted warehouse and out-buildings to create approximately 300 linear feet of public riverfront open space within approximately 1-acre of total open space as well as parking in support of the revitalization of the historic mill building; and

Whereas, both the City's Master Plan of Conservation and Development and the City's East Side Neighborhood Revitalization Zone Strategic Plan call for the recapture and reclamation of the banks of the Pequonnock River for the use and enjoyment of the citizenry; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to execute any and all necessary documents and to take any and all necessary actions required to accept this donation of real estate in a manner consistent with this resolution.



 Bird's eye view maps can't be printed, so another map view has been substituted.

**\*131-09 Consent Calendar**

Grant Submission: re: Contract with WorkPlace Inc.  
for 2010 - 2011 Pathway out of Poverty Grant.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: October 4, 2010**

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

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



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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*131-09 Consent Calendar**

**WHEREAS**, the WorkPlace, Inc is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and

**WHEREAS**, this funding has been made possible through a subcontract for Pathways out of Poverty; and

**WHEREAS**, funds under this grant will be used to provide case management, career advisement, support services, referral, occupational skills training, customer services training etc; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the WorkPlace, Inc in an amount not to exceed \$185,000 for the purpose of providing case management, career advisement, support services, occupational skills training, customer services training; Now, therefore be it

**RESOLVED BY THE City Council:**

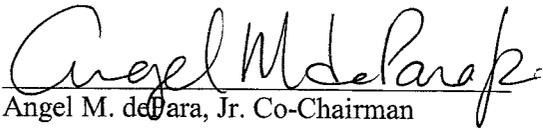
1. That it is cognizant of the City's grant application and contract to the WorkPlace, Inc to provide case management, career advisement, support services, referral, occupational skills training, customer services training etc and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the WorkPlace, Inc for a Pathways out of Poverty and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

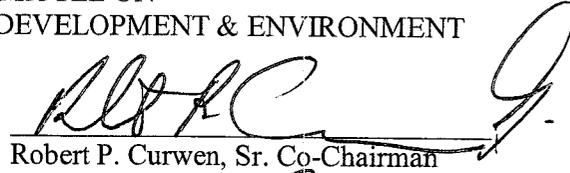


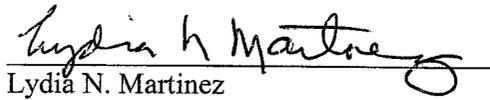
Report of Committee on ECD and Environment  
\*131-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

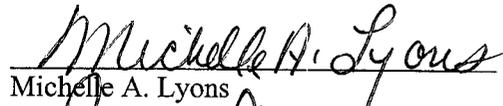
  
Angel M. dePará, Jr. Co-Chairman

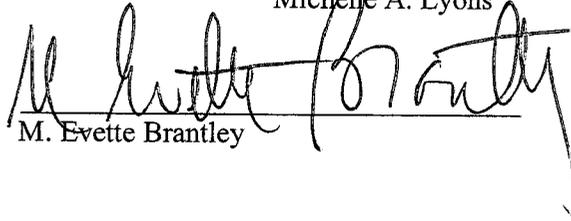
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*132-09 Consent Calendar**

Grant Submission: re: State Department of Social Services for 2010 - 2012 Elderly Health Screening Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: October 4, 2010**

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



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

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 ECD and Environment begs leave to report; and recommends for adoption the following resolution:

## **\*132-09 Consent Calendar**

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

**WHEREAS**, this funding has been made possible through a grant for Elderly Health Screening; and

**WHEREAS**, funds under this grant will be used to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Social Services in an amount not to exceed \$88,810 for the purpose of providing elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; Now, therefore be it

## **RESOLVED BY THE City Council:**

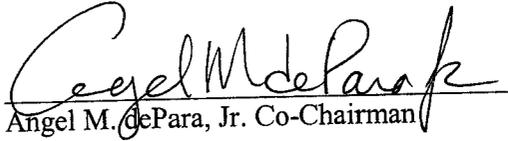
1. That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for an Elderly Health Screening Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

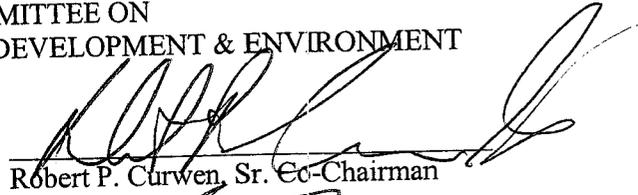


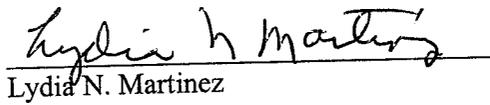
Report of Committee on ECD and Environment  
\*132-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

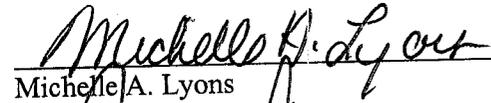
  
Angel M. DePara, Jr. Co-Chairman

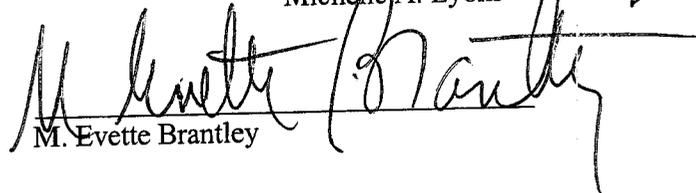
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*133-09 Consent Calendar**

Grant Submission: re: State Department of Public Health for 2010 - 2013 Regional Health Preparedness Advisor Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: October 4, 2010**

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

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

*[Signature]*  
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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*133-09 Consent Calendar**

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

**WHEREAS**, this funding has been made possible through a grant for Regional Public Health Preparedness Advisors; and

**WHEREAS**, funds under this grant will be used to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Public Health in an amount not to exceed \$125,000 per year to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies; Now, therefore be it

**RESOLVED BY THE City Council:**

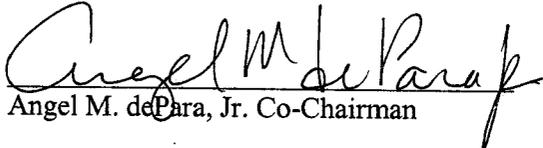
1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Public Health to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State of Connecticut Department of Public Health for a Regional Public Health Preparedness Advisors out of Poverty and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

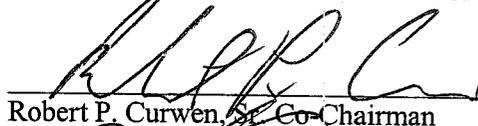


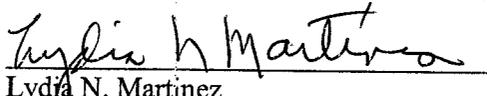
Report of Committee on ECD and Environment  
\*133-09 Consent Calendar

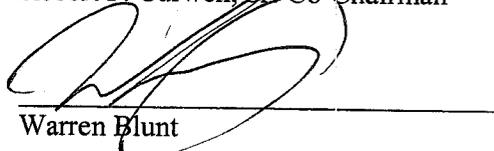
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Angel M. dePara, Jr. Co-Chairman

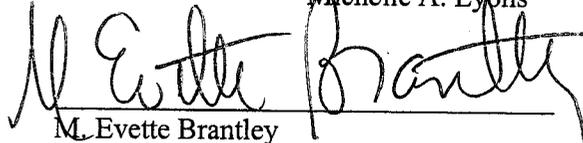
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*136-09 Consent Calendar**

Grant Submission: re: Housing and Urban  
Development for an Earmark for Family Services of  
Woodfield (FSW) Foreclosure Prevention Services.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: October 4, 2010**

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

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

  
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 **ECD and Environment** begs leave to report, and recommends for adoption the following resolution:

**\*136-09 Consent Calendar**

**WHEREAS**, the Housing & Urban Development is authorized to extend financial assistance to municipalities in the form of earmarks and grants; and

**WHEREAS**, this funding has been made possible through a grant for special earmark projects; and

**WHEREAS**, funds under this grant will be used to provide foreclosure counseling and support services to Bridgeport residents; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants, submit an application to the Housing & Urban Development in an amount not to exceed \$475,000 for the purpose to provide foreclosure counseling and support services to Bridgeport residents; and

**RESOLVED BY THE City Council:**

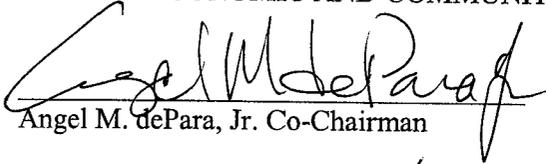
1. That it is cognizant of the City's grant application and contract to the Housing & Urban Development and to provide foreclosure counseling and support services to Bridgeport residents by FSW; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Housing & Urban Development for an Earmark for FSW and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

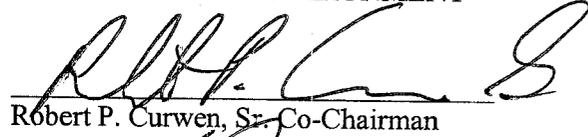


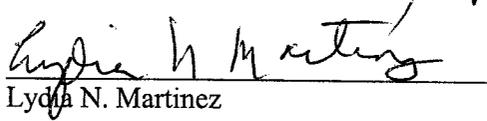
Report of Committee on ECD and Environment  
\*136-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

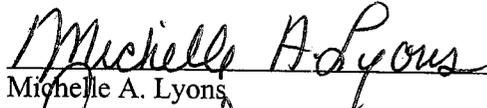
  
Angel M. dePara, Jr. Co-Chairman

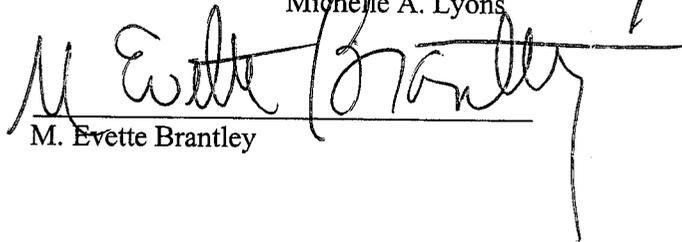
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*139-09 Consent Calendar**

Grant Submission: re: State of Connecticut DEP -  
America the Beautiful Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: October 4, 2010**

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

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

*Frank A. ...*

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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*139-09 Consent Calendar**

**WHEREAS**, State of Connecticut Department of 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 America the Beautiful Grant Program; and

**WHEREAS**, financial assistance under this grant will be used to assist the City's sustainability planning process and help to develop the first phase of a city-wide tree inventory. The goal of the project is to develop a progressive long range urban and community forestry maintenance plan based on preliminary research, inventory and study that will provide the foundation for an ongoing program that will result in a healthier and safer community in Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Department of Environmental Protection to develop an Urban Forest Study Model (UFORE Study) within the City of Bridgeport; Now, therefore be it

### **RESOLVED BY THE City Council:**

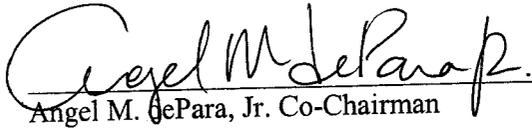
1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Environmental Protection to provide financial assistance and help to develop a Urban Forest Study Model that will be the first step in measuring the City's urban forest and developing the appropriate overall plan.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of CT Dept. of Environmental Protection for the America the Beautiful Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program

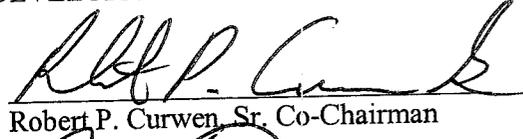


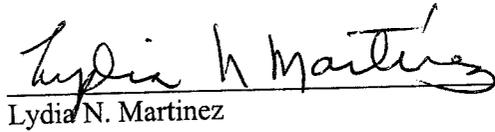
Report of Committee on ECD and Environment  
**\*139-09 Consent Calendar**

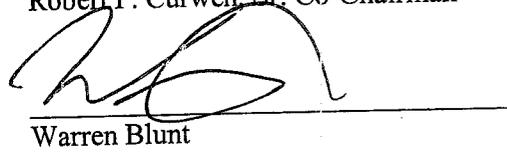
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

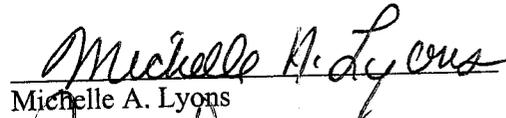
  
Angel M. dePara, Jr. Co-Chairman

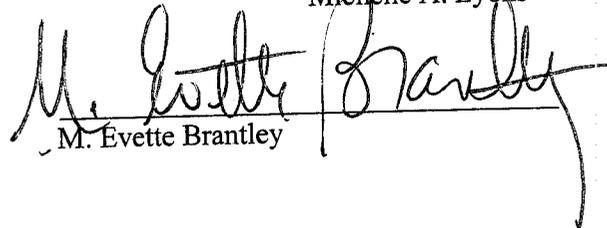
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

Council Date: October 4, 2010

**\*140-09 Consent Calendar**

Grant Submission: re: HUD/DOT/EPA Sustainable Communities Regional Planning Grant Program - Sustainable Communities Initiative Application.

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: October 4, 2010

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

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



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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*140-09 Consent Calendar**

**Whereas**, the City of Bridgeport, as a member of the New York-Connecticut Metropolitan Sustainable Communities Consortium, desires funding from the U.S. Department of Housing & Urban Development's Sustainable Regional Planning Grant Program ; and

**Whereas**, HUD, EPA and DOT have encouraged regional consortiums such as this to submit applications to HUD for funding under the auspices of its Sustainable Communities Initiative; and

**Whereas**, the purpose of this grant is to integrate and enhance existing sustainability plans, fill gaps and more closely align them to the six Livability Principles; and

**Whereas**, to execute these plans the Consortium will link strategies to develop mixed-income housing, employment and infrastructure in locations connected by the region's commuter rail networks; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply under the auspices of the Regional Plan Association and as a member of the New York-Connecticut Metropolitan Sustainable Consortium for a grant amount not to exceed \$6 million; Now, therefore be it

### **Resolved by the City Council:**

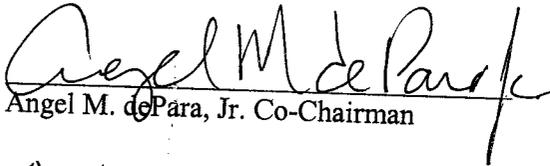
1. That it is cognizant of the Regional Plan Association's application which includes the City of Bridgeport to HUD's Sustainability Communities Initiative (SCI); and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with HUD, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.

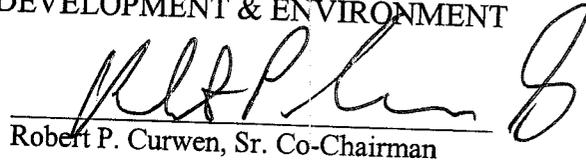


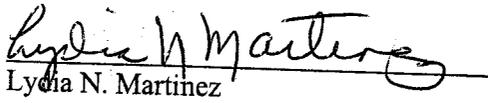
Report of Committee on ECD and Environment  
\*140-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

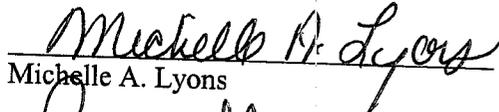
  
Angel M. de Para, Jr. Co-Chairman

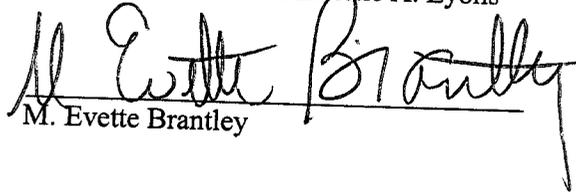
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*141-09 Consent Calendar**

Grant Submission: re: DOT TIGER II Planning/HUD Community Challenge Grant Program to fund planning activities along the Seaview Avenue transitway.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: October 4, 2010**

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



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

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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*141-09 Consent Calendar**

**Whereas**, the City of Bridgeport desires funding from the U.S. Department of Transportation and the U.S. Department of Housing & Urban Development's Tiger II Planning and HUD Community Challenge Grant Program ; and

**Whereas**, the purpose of these grants is to fund planning activities along the Seaview Avenue Transitway related to the development of a multi-modal transportation corridor that promotes mixed-use, transit-oriented development with an affordable housing component on former Brownfield sits; and

**Whereas**, the project will support the sustainable revitalization of the Seaview Avenue transportation corridor and planning activities that will reactivate the waterway, connect isolated neighborhoods and provide new local and regional linkages; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply for an amount not to exceed \$2.4 million; Now, therefore be it

**Resolved by the City Council:**

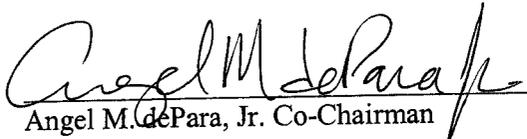
1. That it is cognizant of the City's application to the U.S. Department of Transportation and the U.S. Department of Housing and Urban Development's Tiger II Planning and HUD Community Challenge Grant Program; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with DOT and HUD, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.

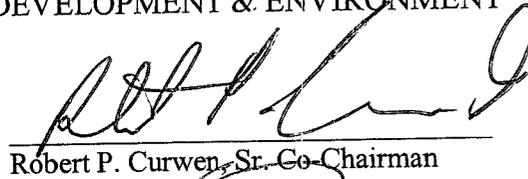


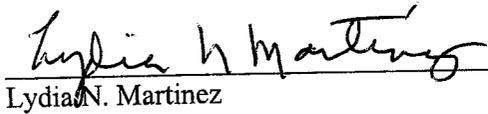
Report of Committee on ECD and Environment  
\*141-09 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

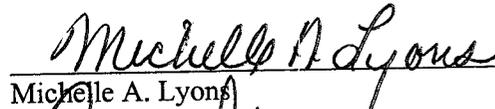
  
Angel M. dePara, Jr. Co-Chairman

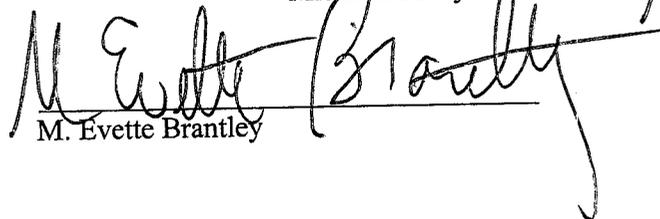
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley