

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, AUGUST 3, 2009**

7:00 p.m.

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

**COMMUNICATION TO BE REFERRED TO COMMITTEE:**

- 157-08** Communication from City Attorney re Proposed Settlement of Pending Litigation in the Matter of Ruby Grant v. City of Bridgeport, referred to Miscellaneous Matters Committee.

AGENDA  
CITY COUNCIL MEETING  
MONDAY, AUGUST 3, 2009

7:00 P.M.  
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

City Council Citations: Honoring Players and Coaches of the Park City, Black Rock, and North End Little League Allstar teams; Caribe Youth League.

Approval of City Council Minutes: June 15, 2009; Special Meeting June 22, 2009.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 147-08** Communication from Airport Manager re Proposed Lease Agreement with United States of America, Federal Aviation Administration regarding DTFANE-09-L-00030, referred to Contracts Committee.
- 148-08** Communication from Labor Relations re Proposed Tentative Agreement with Teamsters Local 191, Detention Officers, concerning their bargaining contract, referred to Contracts Committee.
- 149-08** Communication from City Attorney re Notice of Intent to Settle Claim pursuant to Municipal Code Section 2.10.130: Gabor Meszaros, **ACCEPTED AND MADE PART OF THE RECORD.**
- 151-08** Communication from Airport Manager re Grant Agreement between the Federal Aviation Administration and Sikorsky Memorial Airport for a Professional Services Agreement with URS Corporation, under Airport Improvement Program (AIP) Project No. 3-09-0002-26-2009 **FOR IMMEDIATE CONSIDERATION.**
- 152-08** Communication from Civil Service Commission re Proposed revision to portions of Civil Service Commission Rules II and III, referred to Miscellaneous Matters Committee.
- 153-08** Communication from Mayor re Appointment of Cynthia S. Maignan (D) as an alternate to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.

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

- 154-08** Communication from Mayor re Appointment of Charlie L. Stallworth (D) to the Police Commission, referred to Public Safety and Transportation Committee.
- 155-08** Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Justice, COPS Hiring Recovery Program Grant, referred to Public Safety and Transportation Committee.
- 156-08** Communication from Central Grants and Community Development re Grant Submission: U.S. Federal Emergency Management Administration (FEMA), Assistance to Firefighter, Fire Prevention and Safety Grant Program, referred to Public Safety and Transportation Committee.

**PETITION TO BE REFERRED TO COMMITTEE:**

- 150-08** Petition from Manuel G. Jerez and Maria Jerez regarding Tax Abatement for Property Located at 427 Hollister Avenue, # 429, referred to Joint Committee on Budget and Miscellaneous Matters.

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

- \* 64-08** Public Safety and Transportation Committee report re Request for a discussion and update from the Police Chief or designee on quality of life matters being addressed by the Strategic Enforcement Team at each monthly committee meeting.
- \*120-08** Public Safety and Transportation Committee report re Request for a weekly update report of Anti-Blight actions.
- \*128-08** Public Safety and Transportation Committee report re Grant Submission: UASI 2009 to the U.S. Department of Homeland Security.
- \*134-08** Public Safety and Transportation Committee report re Grant Submission: State of Connecticut OPM Recovery Act – CT JAG Local Pass Through Program.
- \*130-08PHO** Economic and Community Development and Environment Committee report re Public Hearing Ordered for September 8, 2009 regarding Disposition of City Owned Properties – United Cerebral Palsy Association (UCPA).
- \*133-08** Economic and Community Development and Environment Committee report re Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Homelessness Prevention and Rapid Re-Housing Program – Recovery Act.

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

- \*135-08** Economic and Community Development and Environment Committee report re "Bridgeport 2020: A Vision for the Future Master Plan of Conservation and Development" Statutory Review pursuant to CGS Sec. 23-8(f)(2).
- \*139-08** Economic and Community Development and Environment Committee report re City and Town Development Act; renewal of local powers.
- \*141-08** Economic and Community Development and Environment Committee report re Grant Submission: State of Connecticut Department of Mental Health and Addiction Services: 2009-2010 Substance Abuse Prevention Program.
- \*142-08** Economic and Community Development and Environment Committee report re Grant Submission: 2009-2010 Southwestern CT Agency on Aging East Side Senior Center Grant.
- \*143-08** Economic and Community Development and Environment Committee report re Grant Submission: State of Connecticut Department of Education 2009-2010 Youth Services Bureau Enhancement Grant.
- \*144-08** Economic and Community Development and Environment Committee report re Neighborhood Stabilization Program II.
- \*137-08** Contracts Committee Report re Collective Bargaining Agreement with Laborers International Union of North America (LIUNA) July 1, 2009 thru June 30, 2013.

**UNFINISHED BUSINESS:**

- 103-08** Miscellaneous Matters Committee report re Appointment of Abel F. Chaparro (D) to the Board of Assessment Appeals.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 3, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06605	Property Taxes
Patricia Fardy 200 Nutmeg Road Bridgeport, CT 06610	Review of Master Plan 2010
Kris Lorch 304 Seaview Avenue Bridgeport, CT 06607	Master Plan and Zoning and Land Use Tables
Nancy Hadley 955 Main Street, Unit 613 Bridgeport, CT 06604	Master Plan and Zoning Map Regulations
Stuart H. Sachs, LLA, ASLA 120 Quinlan Avenue Bridgeport, CT 06605-3548	Master Plan
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Master Plan – Land Use

**CITY COUNCIL MEETING  
PUBLIC SPEAKING SESSION**

**Monday, August 3, 2009**

**6:30 pm.**

RECEIVED  
CITY CLERKS OFFICE  
AUG 17 AM 9:20  
DIRECT CITY CLERK

Council President McCarthy called the public speaking session to order at 6:40 pm.

He stated that six people were speaking tonight. He asked that everyone be respectful of others opinions. He noted that each speaker would have only five minutes to speak.

He asked everyone in the audience to put their signs down, noting that they aren't normally allowed in council chambers. He also asked that everyone to be respectful to the Little League All stars that were being recognized tonight.

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**NAME** **SUBJECT**

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Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06605  
Property Taxes

Mr. Young stated that he was a a taxpayer and he was upset that his taxes have gone up. He said that as a taxpayer, he wasn't going to take it anymore. He went on to say that he was upset at the lack of leadership regarding how taxes are being used. He said that whatever goes on in one community, affects other parts of the city. He said that taxpayers have to pay for the lack of leadership and he was tired of what was happening in this district and the underrepresentation of all people in the community. He emphasized that money and tax dollars weren't easy to come by and they should be invested in fighting crime. He stressed that the matter should be about "WE" and the monies used to help improve the city and help people maintain their homes. He strongly stressed that the city had to do more.

200 Nutmeg Road  
Bridgeport, CT 06610

Ms. Fardy shared her background as the former chairperson of the P&Z Commission. She said she was there to appeal the matter of sending a positive approval of the master plan to the P&Z Commission. She mentioned her involvement in the rewrite of the master plan during 2006-2007. She said that after many long meetings that involved the NRZ committees, city employees, developers, the public and attorneys; she firmly believed that the new master plan was correct and there were no hidden changes to the map as its printed. She said that the big concern was in regard to the zoning map that is inconsistent to the master plan and should be corrected. But overall, they needed to finish what was started years ago, so that the downtown projects and other development can go forward. She said that comments were reviewed and the commissioners absorbed and read them and made a vote based on those comments, then the plan was adopted. It has been in existence for 16 to 18 months and it hasn't been challenged until another zoning issue came up. She asked that the council approve the master plan for the betterment of Bridgeport.

Kris Lorch  
304 Seaview Avenue  
Bridgeport, CT 06607

Master Plan and Zoning and  
Land Use Tables

Ms. Lorch stated that she was a member of the Comprehensive Economic Strategy and Steering Committee for the master plan. She noted that a workshop was held during February 2007 where comments were welcomed and an outline of the master plan process was available. She read from the state statute as it pertained to the plan of conservation and development that provides for goals and policies to design and promote municipality for the health and welfare of its people. And to promote general welfare and prosperity. She urged the council to endorse the master plan.

Nancy Hadley  
955 Main Street, Unit 613  
Bridgeport, CT 06604

Master Plan and Zoning Map  
Regulations

Ms. Hadley stated that she was responsible for the process that led to the master plan during 2008. The master plan and conservation plan are two major policies to consider, which includes the:

- development of downtown
- protection of neighborhoods and basically off limits to development and important to reserve the character of neighborhoods

She went on to say that the document was before the city council almost 16 months after it was adopted. And during that 16 months, the master plan served as the basis for P&Z Commissioner and ZBA decisions. She noted that the P&Z Commission will hold a second public hearing on August 24, 2009 at 6:00 p.m. She recalled that during the last session, she heard many comments that were simply untrue. She urged the council to step back and reflect on the facts only and act and accept the master plan. And assure that the land

City of Bridgeport  
City Council Meeting  
August 3, 2009  
Page 2

use map is consistent with the master plan. She spoke further about development in the downtown business district and potential development projects. She implored the council to accept and affirm the master plan and send comments back where necessary.

Stuart H. Sachs, LLA, ASLA  
120 Quinlan Avenue  
Bridgeport, CT 06605-3548

#### Master Plan

Mr. Sachs encouraged the city council to look at the process done for the master plan. He further encouraged them to think about the five levels that involve land use, such as:

- court
- attorneys
- state
- regulatory codes
- standards
- development plans

He said that all these things guide development for the city. He urged the council not to make a broad decision just because of one parcel or one piece of an area is wrong. He asked them to do what's best to represent Bridgeport.

John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

#### Master Plan – Land Use

Mr. Lee addressed the report from the OFED subcommittee. He urged the council to support the master plan of what the P&Z Commission approved months ago. He noted that neighborhood reports were approved and outlined in the master plan book *-he had the book with him*. He stressed that they should seriously consider economic development for neighborhoods. He pointed out that they needed a zoning map, but it's not part of the master plan. He stressed that there has been considerable confusion surrounding this topic, but he urged the council to affirm the master plan and let zoning take care of the inconsistencies. He expressed the importance of stewardship.

*Council member Curwen* stated that there was an individual present tonight that contacted many of the council members regarding this issue, but due to the rules, she was unable to speak tonight. He relayed that person's statement was from Darlene Chapdelaine of the Bridgeport for Citizens Taxpayers Group. He noted that she had documents to hand out to the council members for review. He mentioned that she had a large contingency present tonight supporting her.

\*Council President McCarthy noted that they would accept the documents.

The public speaking session ended at 7:12 pm.

## CITY COUNCIL MEETING

Monday, August 3, 2009

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, Colon, Taylor-Moye, Walsh, McCarthy, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: Crowe, Brantley, Valle, Martinez

Mayor Finch called the meeting to order at 7:20 p.m.

City Council Citations: Honoring Players and Coaches of the Park City, Black Rock, and North End Little League All star teams; Caribe Youth League.

Council President McCarthy stated that he was excited to celebrate little league teams in Bridgeport - *to applause!* He acknowledged all the teams present tonight and for them leading the city in a great season. He said honored the all-stars in the little leagues. He expressed that it was nice to acknowledge the great work done by the teams, coaches and parents and the City Council was eager to honor them tonight.

He began the presentation of the citations and he called forward each little league team that was present:

- ◆ *Black Rock All-Stars Little League – he acknowledged Coach Peter Hollis for his 30-years of service*
- ◆ *Black Rock All-Stars softball (female team)*
- ◆ *Black Rock All-Stars baseball team 9-10 year olds division*
- ◆ *Black Rock All-Stars softball team 9-10 year olds division*
- ◆ *Bridgeport Caribe Youth League*
- ◆ *North End Little League All-Stars 9-10 year olds division*
- ◆ *North End Little League All-Stars 11 year olds division*
- ◆ *North End Little League All-Stars 12 year olds division*

*\*Council President McCarthy noted that the North End Junior League won the state championship*

Mayor Finch expressed that the City of Bridgeport was awarded monies for transportation to attend the championship games.

Council President McCarthy continued with the citations:

- ◆ *Park City Little League*

*There was a big round of applause for all the teams. Council President McCarthy thanked everyone for attending.*

Mayor Finch expressed that participation on the teams taught the kids great life skills!

- Prayer - Council member Bonney offered the prayer.
- Pledge of Allegiance - Senator Gomes led the pledge.
- Roll Call - the Assistant City Clerk took the roll call and announced there was a quorum.

Mayor Finch called the meeting to order at 7:50 p.m.

Council member McCarthy announced that Council members Brantley and Valle had a conflict and couldn't attend the meeting tonight.

- \*\* COUNCIL MEMBER McCARTHY MOVED TO ENTER INTO DEMOCRATIC CAUCUS**
- \*\* COUNCIL MEMBER CURWEN SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

The city council moved into democratic caucus at 7:55 p.m.  
The democratic caucus ended at 8:55 p.m.

Mayor Finch reconvened the meeting.

Approval of City Council Minutes: June 15, 2009; Special Meeting June 22, 2009

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- \*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

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

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**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
\*\* COUNCIL MEMBER McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**ADDENDUM ITEM:**

**COMMUNICATION TO BE REFERRED TO COMMITTEE:**

**157-08** Communication from City Attorney re Proposed Settlement of Pending Litigation in the Matter of Ruby Grant v. City of Bridgeport, referred to Miscellaneous Matters Committee.

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**COUNCIL MEMBER McCARTHY MOVED TO APPROVE  
COUNCIL MEMBER PAOLETTO SECONDED  
MOTION PASSED UNANIMOUSLY**

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

The city clerk asked if there were any items to be removed from the consent calendar.

Council member Curwen requested to remove **\*135-08** Economic and Community Development and Environment Committee report re "Bridgeport 2020: A Vision for the Future Master Plan of Conservation and Development" Statutory Review pursuant to CGS Sec. 23-8(f)(2).

The city clerk read the remaining items into the record.

- \* 64-08** Public Safety and Transportation Committee report re Request for a discussion and update from the Police Chief or designee on quality of life matters being addressed by the Strategic Enforcement Team at each monthly committee meeting.
- \*120-08** Public Safety and Transportation Committee report re Request for a weekly update report of Anti-Blight actions.
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- \*135-08** Economic and Community Development and Environment Committee report re "Bridgeport 2020: A Vision for the Future Master Plan of Conservation and Development" Statutory Review pursuant to CGS Sec. 23-8(f)(2). - **removed from consent calendar**
- \*139-08** Economic and Community Development and Environment Committee report re City and Town Development Act; renewal of local powers.

- \*141-08 Economic and Community Development and Environment Committee report re Grant Submission: State of Connecticut Department of Mental Health and Addiction Services: 2009-2010 Substance Abuse Prevention Program.
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- \*137-08 Contracts Committee Report re Collective Bargaining Agreement with Laborers International Union of North America (LIUNA) July 1, 2009 thru June 30, 2013.
- \*\* **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- \*\* **COUNCIL MEMBER McCARTHY SECONDED**
- \*\* **MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item:

- \*135-08 **Economic and Community Development and Environment Committee report re "Bridgeport 2020: A Vision for the Future Master Plan of Conservation and Development" Statutory Review pursuant to CGS Sec. 23-8(f)(2). - removed from consent calendar**

Council member dePara updated that the committee met a week ago to discuss this item. The item came out of committee with a negative recommendation and he was now putting forth a recommendation to reject the committee's report.

- \*\* **COUNCIL MEMBER dePARA MOVED TO REJECT THE COMMITTEE'S REPORT**
- \*\* **COUNCIL MEMBER McCARTHY SECONDED**

Council member Lyons stated that she was on the committee. She requested that some items be incorporated into the master plan.

Mayor Finch interjected to say that the motion made by Council member dePara had to be voted upon first.

- \*\* **MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: VIZZO-PANICCIA and WALSH)**

- \*\* **COUNCIL MEMBER LYONS MOVED TO APPROVE WITH THE RECOMMENDED AMENDMENTS INCORPORATED INTO THE MASTER PLAN RELATIVE TO:**

1. Eastern side of Main St. one property depth in from Trumbull town line southerly along Main St. to Commerce Park Funeral Home from Commercial back to Residential-A.
2. Western side of Main St. one property depth in from Trumbull town line southerly along Main St. to south of Minturn Street from Commercial back to Residential-A.
3. Eastern side of Main St. one property depth in from N.A.G.E. Union Hall property southerly along Main St. to apartment complex just north of intersection of Beechmont Ave. and Main St. from Commercial back to Residential-A.
4. Eastern Side of Main St. one property depth in from former Calvary Episcopal Church southerly along Main St. to northern parcel on Fairview Ave. from Commercial back to Residential-A.
5. Western side of Main St. one property depth in from Stoehrs Place southerly along Main St. to and including Lupe's Drug Store from Commercial back to Residential-A.
6. In addition, we request that the Planning and Zoning Commission keep the following properties as Residential-A zones:
  - a. 420 Anton Drive (abutting Commerce Park)
  - b. 9.9 acres of open space off of Greenwood St.
  - c. Testo's Restaurant, 1775 Madison Ave.

**\*Also maintain current setback of one property depth for Commercial Zones.**

**\*\* COUNCIL MEMBER McCARTHY SECONDED**

**Council member Lyons** made a statement about protecting the neighborhoods. She noted they were expected to have an urban planner work on development, to assure prosperous and safe neighborhoods.

**Council member Holloway** stated that the master plan will help the east end, known as the 139<sup>th</sup> District prosper, so will the vote for the master plan. He further noted that the amendments weren't written in stone. He recalled that all the dirty development projects occurred on the east end and east side, but nothing was done for years and now the master plan will help those areas.

**Council member McCarthy** stated that the city council has done a fantastic job with a complicated issued. As for zoning, it's a tough thing to discuss. He updated on what has appended with the master plan, they had numerous tracks and there was a lot of confusion as to what's in the master plan and the zoning rewrites that is not part of the master plan. He expressed that he thought the master plan prices was done well overall. However, there were a couple of areas of concern as mentioned by Council member Lyons. He

stressed that the final word for land uses is up to the P&Z Commission. The city council's role is to either endorse or reject the master plan. He further noted that there is still a small area of the plan that the city council disagreed with, but they are prepared to discuss it later. Overall, he was in favor of the master plan, because it's good for the entire city and they don't want to hurt the process by getting rid of it. He added that the plan will be helpful to neighborhoods and it will help eliminate over-developing. So he was in favor of the plan.

**Council member Curwen** thanked everyone for coming out and seeing all the people speak out on behalf of the taxpayers. He stated that the city council was trying to do the right thing for Bridgeport. He stated that he supported the plan, although there are areas of concern, they can be addressed. He clarified that the master plan is just a plan. He noted that they exceeded \$1 million to complete the plan. He urged his colleagues to support the master plan as he planned to do.

Council member Lyons thanked all the constituents in the north end for speaking out at all the meetings. She also thanked her colleagues who said they would support the amendments. She urged everyone to come out for the P&Z Commission public hearing scheduled on August 24, 2009.

**Council member Walsh** stated that his political instincts told him to vote no. He said that although he heard it's just a plan and that it doesn't mean anything, it still didn't smell right to him. And because of that, he felt the safest thing to do was to reject it. He stated that they should let the state law work as far as the two-thirds vote process. He thought the master plan does mean something, and evidence of that was the public that came out.

Mayor Finch stated that he hoped Council member Walsh's remarks weren't meant to impugn anyone on the city council.

**Council member Brannelly** referred to Council member Walsh's comments. She clarified that what was stated by him wasn't representative of what was said in the back room tonight during the democratic caucus. She stressed that the matter wasn't taken lightly, and it wasn't a *yada yada yada* situation. There was an awful lot of consideration put into the decision and she will support the plan to help the city move forward. Overall, she said the concerns were heard and she felt the process has been respected. She said it was time to move forward with the document to help the city for the next ten years.

Council member McCarthy responded to Council member Walsh's comments. He relayed that there were twenty hardworking council members who have wholeheartedly addressed the issues. He emphasized that there is no deal being made or any shady business going on. And he rejected any comments that the council is doing anything illegal or unethical. He explained that the city council has little power in this matter and they had to make a decision whether to approve or reject the plan with comments.

**Council member Blunt** said he agreed with Council member Lyons amendments. He stated that he shared some of the same district issues. He further expressed that they have to fight to keep certain areas R-A zoned. He said the master plan actually protects the Greenwood Avenue area and that was one of the reasons why he was supporting the

plan. He further stressed that he hoped they could call upon the public to speak out during the zoning rewrites.

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (WALSH).**

Other business:

Mayor Finch brought to the attention of the members that an item was overlooked at the beginning of the agenda:

**151-08** Communication from Airport Manager re Grant Agreement between the Federal Aviation Administration and Sikorsky Memorial Airport for a Professional Services Agreement with URS Corporation, under Airport Improvement Program (AIP) Project No. 3-09-0002-26-2009 **FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO SUSPEND THE RULES FOR THE PURPOSES OF IMMEDIATE CONSIDERATION OF ITEM 151-08.**

**\*\* COUNCILMAN CURWEN SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE ITEM 151-08.**  
**\*\* COUNCIL MEMBER CURWEN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER MCCARTHY MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION.**  
**\*\* COUNCIL MEMBER CURWEN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

**158-08** Communication from City Engineer relative to Agreement between State of Connecticut and City of Bridgeport for the Construction, Inspection and Maintenance for Traffic Signal Modernization and Emergency Vehicle Pre-Emption System Equipment Installation at Various Locations, Utilizing Federal Funds Under the Urban Component of the Surface Transportation Program: State Project No. 15-310 and Federal-Aid Project No. STPB-000R(316) for **IMMEDIATE CONSIDERATION.**

He explained that this item is a multi-million dollar project, this being the last phase of the project, requiring immediate action to comply with State of Connecticut mandates. He announced that our engineer Mr. Urquidi was present and available to answer any questions.

**\*\* COUNCIL MEMBER MCCARTHY MOVED TO APPROVE.**  
**\*\* COUNCIL MEMBER CURWEN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

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COUNCIL MEMBER BLUNT MOVED TO SUSPEND THE RULES FOR  
THE PURPOSES OF ACTION ON AN ITEM  
COUNCIL MEMBER PAOLETTO SECONDED  
MOTION PASSED UNANIMOUSLY**

**\*\*  
Council member Blunt explained that the committee met on this item earlier  
this evening, and that the item was time sensitive.**

**\*\*  
COUNCIL MEMBER BLUNT MOVED TO APPROVE ITEM 111-08  
PROPOSED WORKERS' COMPENSATION STIPULATION BETWEEN THE  
CITY AND REVON MURRAY.  
\*\*  
COUNCIL MEMBER PAOLETTO SECONDED  
\*\*  
MOTION PASSED UNANIMOUSLY**

**103-08 UNFINISHED BUSINESS:  
Miscellaneous Matters Committee report re Appointment of Abel F.  
Chaparro (D) to the Board of Assessment Appeals.**

**\*\*  
*The council failed to address the item.***

## **ADJOURNMENT**

**\*\*  
COUNCIL MEMBER AUSTIN MOVED TO ADJOURN  
\*\*  
COUNCIL MEMBER SILVA SECONDED  
\*\*  
MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 9:35 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

With modifications by City Clerk for the purposes of accuracy and clarity.  
Respectfully submitted,  
Fleeta C. Hudson  
City Clerk  
City of Bridgeport  
City Council Meeting  
August 3, 2009  
Page 12

**CITY ATTORNEY**  
Mark T. Anastasi

**CITY OF BRIDGEPORT**  
**OFFICE OF THE CITY ATTORNEY**

999 Broad Street  
Bridgeport, Connecticut 06604-4328

**DEPUTY CITY ATTORNEY**  
Arthur C Laske, III

**ASSOCIATE CITY ATTORNEYS**

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



**ASSISTANT CITY ATTORNEYS:**

Christine Donahue Brown  
Salvatore C. DePiano  
R. Christopher Meyer  
Eroll V. Skyers

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

COMM. # 157-08 Referred to Miscellaneous Matters Committee (08/03/2009)

July 30, 2009

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

**Re: Proposed Settlement of Pending Litigation in the Matter of Ruby Grant v. COB**

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Ruby Grant	Negligence/Slip & Fall	Rodie & Connolly	\$60,000

Kindly place this matter on the agenda for the City Council meeting on August 3, 2009 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

  
Mark T. Anastasi  
City Attorney

Cc: Bill Finch, Mayor  
Fleeta C. Hudson, City Clerk

RECEIVED  
CITY CLERK'S OFFICE  
09 JUL 29 PM 1:35  
CITY CLERK



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM #147-08 Referred to Contracts Committee on (August 3, 2009)

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: July 7, 2009

Please place the attached Agreement between the City of Bridgeport and United States of America before the City Council and all appropriate Committees for approval to authorize the Mayor to sign on behalf of the City.

If you have any questions, please contact me.

JKR:n

attachments

RECEIVED  
CITY CLERKS OFFICE  
00 JUL -9 PM 2:38  
CITY CLERK

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**FEDERAL AVIATION ADMINISTRATION  
LEASE FOR REAL PROPERTY  
LEASE NUMBER  
DTFANE-09-L-00030**

**FACILITY: FORMER AFSS BUILDING**

**LOCATION: BRIDGEPORT, CONNECTICUT**

1. THIS LEASE, entered into by and between The City of Bridgeport whose interest in the property hereinafter described is that of **LESSOR**, hereby referred to as **LESSOR**, and the United States of America, hereinafter referred to as the **GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:**
  
2. **DESCRIPTION** - The Lessor hereby leases to the **GOVERNMENT** the following described premises: approximately 10,000 square feet of space at 1600 Lordship Blvd., Sikorsky Memorial Airport, Bridgeport, CT
  
3. **TERM** - To have and to hold, for the term commencing on July 1, 2009 and continuing through June 30, 2011 inclusive, **PROVIDED**, that adequate appropriations are available from year to year for the payment of rentals. This lease supersedes lease number DTFA12-82-L-R1534, which expires on June 30, 2009.
  
4. **CANCELLATION** - The **GOVERNMENT** may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after July 1, 2009 by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
  
5. **RENTAL** - Rent in the amount of \$ 5,000.00 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated.

6. SERVICES AND UTILITIES : The Government shall be responsible for the maintenance and repair of the following:

- interior plumbing and its associated fixtures
- redecorating (painting and carpeting)
- all interior electrical and mechanical systems
- periodic sweeping of the parking lot and replacement of bulbs in parking lot lights
- replacement of interior building light bulbs

Further, the Government will provide under separate contractual instruments snow removal, groundkeeping and janitorial services.

It is further agreed and understood that the lessor shall be responsible for the following:

Maintenance of the parking lot (resurfacing, restriping etc.), exterior plumbing, roof, gutters, windows, glass replacement, (wear and tear only), and the basic structure of the building, and periodic inspection and maintenance of the fire alarm system. It is further agreed and understood that the Government's responsibility is limited to those items specifically stated above. Should a repair or replacement of a building component that is not specifically stated above as the Government's nor Lessor's responsibility become necessary, then as building owner the Lessor shall have full responsibility for the item.

7. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

8. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

9. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain

uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

10. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

11. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

12. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

13. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

14. CHANGES (8/02) (1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

Work or services;

Facilities or space layout; or

Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:

An equitable adjustment in the rental rate;

A lump sum equitable adjustment; or

An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

15. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

16. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

17. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor

18. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

19. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

20. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

21. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

22. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

23. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

24. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

25. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease

26. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

27. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

28. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

29. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) - Unless it is determined by the GOVERNMENT'S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the

certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

### 30. COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

#### LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

31. LABOR STANDARDS (1/09) – If the Lessor proposes to satisfy the requirements of the lease through a construction of a new building or the complete rehabilitation or reconstruction of an existing building the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Government. Full text versions of this clause are available at the following web site: <http://www.arnet.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation

52.222-6 Davis Bacon Act

### **Section 3 - Closing**

### 32. NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

CITY OF BRIDGEPORT

City Hall,

Bridgeport, CT 06497

FEDERAL AVIATION ADMINISTRATION

ATTN: Real Estate, ASO-53BOS

12 New England Executive Park

Burlington, MA 01803

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i>	9b. SIGNATURE OF OWNER	9c. DATE
<b>THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.</b>		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>  <i>Gail F. Gray</i>	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the

\_\_\_\_\_  
(State, County, Municipality of other Public Authority)

Named the foregoing agreement: that \_\_\_\_\_ who signed Lease

No. DTFANE-09-L-00030 on behalf of \_\_\_\_\_ was then

\_\_\_\_\_ of said \_\_\_\_\_ that said

agreement was duly signed for and in behalf of said \_\_\_\_\_ by

authority of its governing body and within the scope of its powers.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporate Seal)



Bill Finch  
Mayor

*City of Bridgeport  
Labor Relations and Benefits Administration*

*Labor Relations Office  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7843*

*Lawrence E. Osborne, Jr.  
Director*

*Thomas C. McCarthy  
Acting Deputy Director*

*Janet M. Finch  
Human Resources Manager*

*Richard D. Weiner  
Benefits Manager*

Comm.#148-03 Referred to Contracts Committee on 8/3/2009

July 15, 2009

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

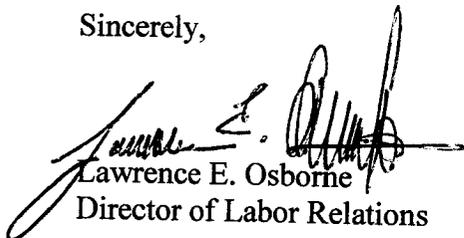
**RE: Teamsters, Local 191 (Tentative Agreement)**

Dear Honorable Council Members:

The City of Bridgeport and the Teamsters (Local 191, Detention Officers) have reached an agreement regarding the Teamsters bargaining unit agreement. Attached, please find a copy of this agreement.

It is hereby requested that the City Council refer this agreement to the Contracts Committee for their review and consideration.

Sincerely,

  
Lawrence E. Osborne  
Director of Labor Relations

LEO/mjh

pc: Mayor Bill Finch  
Adam Wood, Chief of Staff  
Andrew Nunn, Chief Administrative Officer  
Thomas McCarthy, Acting Deputy Director of Labor Relations  
Robert Flynn, Staff Representative, Teamsters, Local 191  
File



**PROPOSAL 3: ARTICLE 13 – WAGES**

Change to read:

**Section 13.1(a):**

Effective July 1, 2009, there shall be a zero percent (0%) increase in salaries as set forth in the salary schedules attached as Exhibit B and Exhibit C.

**Section 13.1(b):**

Effective July 1, 2010, there shall be a two and one-half percent (2.5%) increase in salaries as set forth in the salary schedules attached as Exhibit B and Exhibit C.

**Section 13.1(c):**

Effective July 1, 2011, there shall be a two and one-half percent (2.5%) increase in salaries as set forth in the salary schedules attached as Exhibit B and Exhibit C.

**Section 13.1(d):**

Effective July 1, 2012, there shall be a two and one-half percent (2.5%) increase in salaries as set forth in the salary schedules attached as Exhibit B and Exhibit C.

**Section 13.2(d):**

Effective July 1, 2013, there shall be a three percent (3%) increase in salaries as set forth in the salary schedules attached as Exhibit B and Exhibit C.

**EXHIBIT B**

**Employees hired prior to July 1, 2009**

Current	Step 1	Step 2	Step 3	Step 4	Step 5
\$34,552.00	\$34,552.00	\$35,416.00	\$36,301.00	\$37,209.00	\$38,325.00
		(+2.5%)	(+2.5%)	(+2.5%)	(+3%)
		\$864.00	\$885.00	\$908.00	\$1,116.00

**EXHIBIT C**

**(\*Employees hired after July 1, 2009)**

**(\*Employees as defined in Article 3, Section 3.2 of this Agreement)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$31,000.00	\$31,775.00	\$32,569.00	\$33,384.00	\$34,386.00
	(+2.5%)	(+2.5%)	(+2.5%)	(+3%)
	\$775.00	\$794.00	\$814.00	\$1,002.00

PROPOSAL 4:

ARTICLE 16: HEALTH BENEFITS

16.11 - Each active and retired employee shall contribute a percentage of the Premium cost as defined in Exhibit (E) for the Medical Plan and the Prescription Drug Plan.

EXHIBIT E

A. The Premium Cost Share (P.C.S.) for all employees hired prior to July 1, 2009, shall be as follows:

Effective July 1, 2009	12%
Effective July 1, 2010	12%
Effective July 1, 2011	18%
Effective July 1, 2012	21%
Effective July 1, 2013	25%

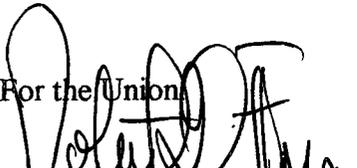
These employees will have their P.C.S. capped at 25% as of July 1, 2013. This P.C.S. cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

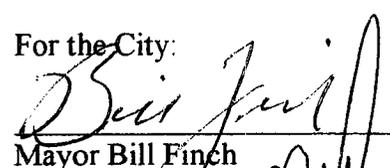
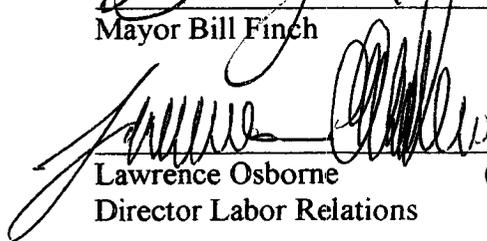
B. The Premium Cost Share (P.C.S.) for all \*employees hired after July 1, 2009, shall be as follows:

(\*Employees as defined in Article 3, Section 3.2 of this Agreement.)

Effective July 1, 2009	25%
Effective July 1, 2010	26%
Effective July 1, 2011	27%
Effective July 1, 2012	28%
Effective July 1, 2013	29%

For the employees hired after July 1, 2009, there will be a one percent (1%) increase each year for the P.C.S. contribution up to fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. Should the employee complete twenty-five (25) years of municipal service employment, this P.C.S. cap of fifty percent (50%) will remain in full force and effect during the entire period of retirement.

For the Union:  
  
 Robert D. Flynn (Date) 7/10/09  
 President & Business Agent

For the City:  
  
 Mayor Bill Finch (Date) 7/14/09  
  
 Lawrence Osborne (Date) 7/10/09  
 Director Labor Relations

CITY ATTORNEY  
Mark T. Anastasi

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



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

COMM# 149-08 ACCEPTED AND MADE PART OF RECORD

July 6, 2009

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

RECEIVED  
CITY CLERKS OFFICE  
09 JUL -8 AM 11:23  
CITY CLERK

Re: **SETTLEMENT OF CLAIM**  
**GABOR MESZAROS v. CITY OF BRIDGEPORT**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000.00 payable to Bruce J. Corrigan, Jr., Trustee for Gabor Meszaros. The action was claiming personal injuries to Gabor Meszaros resulting from an automobile accident on April 22, 2003.

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

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

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/kl

151-08

*Referrals:*

## COMMUNICATION

**FROM:** John K. Ricci,  
Airport Manager

**RE:** Grant Agreement between the Federal Aviation Administration and Sikorsky Memorial Airport for a Professional Services Agreement with URS Corporation, under Airport improvement Program (AIP) Project No. 3-09-0002-26-2009

**REFERRED TO:** IMMEDIATE CONSIDERATION

**CITY COUNCIL:** August 3, 2009

**ADOPTED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

MM #151-08 For IMMEDIATE CONSIDERATION 8/3/09

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: July 24, 2009

Please place the enclosed Grant Agreement between the Federal Aviation Administration and Sikorsky Memorial Airport/City of Bridgeport and the Professional Services Agreement between the City of Bridgeport and URS Corporation before the City Council for immediate consideration at its August 3, 2009 meeting.

I have notified City Council President Tom McCarthy regarding this request and he concurs via the attached e-mail communication.

I have also enclosed 26 copies of the Agreements for distribution.

JKR:n

enclosures

cc: Steve Ford, Supt. of Operations  
Lisa Trachtenburg, Associate City Attorney

RECEIVED  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
09 JUL 27 AM 9:16

**Ricci, John**

---

**From:** McCarthy, Tom  
**Sent:** Friday, July 24, 2009 11:15 AM  
**To:** Ricci, John  
**Subject:** Re: FAA Grant for immediate consideration

Ok

----- Original Message -----  
From: Ricci, John  
To: McCarthy, Tom  
Sent: Fri Jul 24 11:01:29 2009  
Subject: RE: FAA Grant for immediate consideration

Tom,

I'll be there with a full explanation of the request and able to answer any questions. I will submit entire package on Monday the 27th - Will you notify City Clerk's Office please.

Thanx, John

-----Original Message-----  
From: McCarthy, Tom  
Sent: Friday, July 24, 2009 10:37 AM  
To: Ricci, John  
Subject: Re: FAA Grant for immediate consideration

John, ok, we will do it immediate consideration, but someone needs to be there to explain it the Councilmembers. Tom

----- Original Message -----  
From: Ricci, John  
To: McCarthy, Tom  
Sent: Fri Jul 24 10:32:46 2009  
Subject: FAA Grant for immediate consideration

Tom,

I have a grant Offer for the ongoing airport safety project that will expire by 8/14/09 if not signed and returned.

Also, an extension of the consultants' contract needs to be approved to keep the work moving on the project.

The State of Conn. can't go any further with their part of the Project until this work is done which is an update

and re-evaluation of the environmental statement. City Clerk's Office tells me you must approve request before

I can submit to City Council. Please advise as to what I need to do.

John Ricci



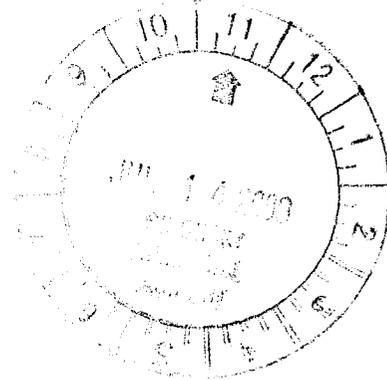
U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
New England Region

12 New England Executive Park  
Burlington, MA 01803

July 13, 2009

Mr. John K. Ricci  
Airport Manager  
I.I. Sikorsky Memorial Airport  
1000 Great Meadow Drive  
Main Terminal  
Stratford, Connecticut 06615



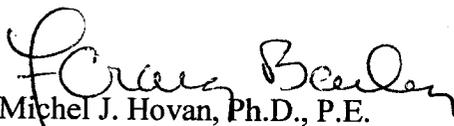
Dear Mr. Ricci:

Enclosed are two copies of a Grant Offer in the federal share amount of \$199,500.00 for written re-evaluation of EIS and install enhanced taxiway holdline and centerline markings at I.I. Sikorsky Memorial Airport, Bridgeport, Connecticut, under Airport Improvement Program (AIP) Project No. 3-09-0002-26-2009.

If it is determined this instrument is in order, the Grant offer should be accepted by sponsor execution on Page 4, and witnessed by the appropriate official. Your counsel should review the action taken in accepting this Grant Offer to insure the validity of the agreement and then complete the Certificate of Sponsor's Attorney also appearing on Page 4.

Please return to this office (attn: Jean LoGiudice) one original executed copy of the Grant Offer **on or before August 14, 2009**, to secure federal funding.

Sincerely,

*for*   
Michel J. Hovan, Ph.D., P.E.  
Manager, Safety and Standards Branch

Enclosures



U.S. Department  
of Transportation  
  
Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

---

Date of Offer: July 13, 2009

I.I. Sikorsky Memorial Airport

Project No.: 3-09-0002-26-2009

DUNS No.: 07-540-4137

TO: City of Bridgeport, Connecticut  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration,  
herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 10, 2009,  
for a grant of Federal funds for a project at or associated with the I.I. Sikorsky Memorial  
Airport which Project Application, as approved by the FAA, is hereby incorporated herein and  
made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project")  
consisting of the following:

Install enhanced taxiway holdline and centerline markings; Written Re-evaluation  
of Environmental Impact Statement,

all as more particularly shown in the project application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$199,500.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$199,500.00	for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before August 14, 2009, or such subsequent date as may be prescribed in writing by the FAA.

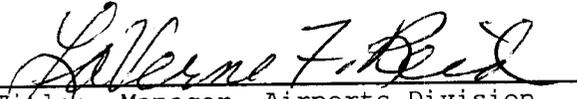
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Title: Manager, Airports Division,  
New England Region

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Bridgeport, Connecticut

By \_\_\_\_\_

(SEAL)

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Connecticut. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Sponsor's Attorney

**APPLICATION FOR FEDERAL ASSISTANCE**

2. DATE SUBMITTED <b>June 7, 2009</b>	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier <b>AIP 3-09-0002-25</b>

1. TYPE OF SUBMISSION:

Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction
--	--

5. APPLICANT INFORMATION

Legal Name: **City of Bridgeport, Connecticut**

Organizational DUNS: **075404137**

Address: **Street: 1000 Great Meadow Drive - Main Terminal**  
**City: Stratford**  
**County: Fairfield**  
**State: Connecticut** Zip Code: **06615**  
**Country: United States**

Organizational Unit:  
Department: **Igor I. Sikorsky Memorial Airport**  
Division:

Name and telephone number of person to be contacted on matters involving this application (give area code)  
Prefix: **Mr** First Name: **John**  
Middle Name: **K.**  
Last Name: **Ricci**  
Suffix:

Email: **john.ricci@bridgeportct.gov**

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

**0 6 - 7 3 0 2 4 6 0**

8. TYPE OF APPLICATION:

New  Continuation  Revision

If Revision, enter appropriate letter(s) in box(es):  
(See back of form for description of letters)

Other (specify)

Phone number (give area code): **203-576-8162**  
FAX number (give area code): **203-576-8166**

7. TYPE OF APPLICANT: (See back of form for Application Types)  
**C**  
Other (specify)

9. NAME OF FEDERAL AGENCY  
**Federal Aviation Administration**

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:  
**Airport Updates, to include:**  
**1. Re-Evaluation of Environmental Impact Statement**  
**2. Enhanced Taxiway Markings**

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

**2 0 - 1 0 6**

TITLE: **Airport Improvement Program**

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):  
**Town of Stratford, Fairfield County, Connecticut**

13. PROPOSED PROJECT

Start Date <b>June, 2009</b>	Ending Date <b>June, 2010</b>
---------------------------------	----------------------------------

14. CONGRESSIONAL DISTRICTS OF

a. Applicant <b>District 4</b>	b. Project <b>District 3</b>
-----------------------------------	---------------------------------

15. ESTIMATED FUNDING

a. Federal	\$	<b>199,500</b>	.00
b. Applicant	\$	<b>2,625</b>	.00
c. State	\$	<b>7,875</b>	.00
d. Local	\$		.00
e. Other	\$		.00
f. Program income	\$		.00
g. TOTAL	\$	<b>210,000</b>	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS

a. Yes.  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No.  PROGRAM IS NOT COVERED BY E. O. 12372

OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes" attach an explanation  No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix **Mr.** First Name **John** Middle Name **K.**  
Last Name **Ricci** Suffix  
b. Title **Airport Manager** c. Telephone number (give area code) **203-576-8162**  
1. Signature of Authorized Representative e. Date Signed **6/9/09**

### PART II PROJECT APPROVAL INFORMATION

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Name of Governing Body  
Priority

Yes  No

Item 2.

Does this assistance request require State, local advisory, educational or health clearances?

Name of Agency or Board  
(Attach Documentation)

Yes  No

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

(Attach Comments)

Yes  No

Item 4.

Does this assistance request require State, local, regional, or other planning approval?

Name of Approving Agency

Date / /

Yes  No

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Check One: State   
Local   
Regional

Yes  No Location of plan Airport Master Plan on file with FAA/ANE

Item 6.

Will the assistance requested serve a Federal installation?

Name of Federal Installation  
Federal Population benefiting from Project

Yes  No

Item 7.

Will the assistance requested be on Federal land or installation?

Name of Federal Installation  
Location of Federal Land  
Percent of Project

Yes  No

Item 8.

Will the assistance requested have an impact or effect on the environment?

See instructions for additional information to be provided.

Yes  No

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Number of:  
Individuals  
Families  
Businesses  
Farms

Yes  No

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

See instructions for additional information to be provided.

Yes  No

**PART III - BUDGET INFORMATION**

**SECTION A - BUDGET SUMMARY**

Grant Program, Function or Activity  (a)	Federal Catalog No.  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP	20-106	\$199,500.00	\$10,500.00	\$199,500.00	\$10,500.00	\$210,000.00
2.						
3.						
4.						
5. TOTALS		\$199,500.00	\$10,500.00	\$199,500.00	\$10,500.00	\$210,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	140,300.00				140,300.00
g. Construction	67,000.00				67,000.00
h. Other	2,700.00				2,700.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$210,000.00	\$	\$	\$	\$210,000.00
7. Program Income	\$0.00	\$	\$	\$	\$0.00

**SECTION C - NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$2,625.00	\$7,875.00	\$	\$ 10,500.00
9.				
10.				
11.				
12. TOTALS	2,625.00	7,875.00		10,500.00

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
13. Federal	\$210,000.00	\$70,000.00	\$	\$70,000.00	\$70,000.00
14. Non-Federal					
15. TOTAL	\$210,000.00	\$70,000.00	\$	\$70,000.00	\$70,000.00

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**  
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

**PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)**



In reply, please refer to: 38397142

July 6, 2009

John Ricci, Airport Manager  
Igor I. Sikorsky Memorial Airport  
1000 Great Meadow Road  
Stratford, Connecticut, 06615

RE: Professional Services Agreement for: Airport Consultant Services  
Task Order 1: Re-Evaluation of the Environmental Impact Statement  
Task Order 2: Design and Administrative Services for Enhanced Taxiway Markings  
Task Order 3: Construction Services for Enhanced Taxiway Markings

Dear Mr. Ricci:

Enclosed are two (2) copies of each of the following:

Professional Services Agreement for Airport Consultant Services  
Task Order 1: Re-Evaluation of the Environmental Impact Statement  
Task Order 2: Design and Administrative Services for Enhanced Taxiway Markings  
Task Order 3: Construction Services for Enhanced Taxiway Markings

This Professional Services Agreement (PSA) replaces the current agreement that URS is working under. URS has updated the current agreement to reflect the proposed project(s) and to reflect current wage rates. The format used in this PSA is an update of our current PSA prepared by the City of Bridgeport.

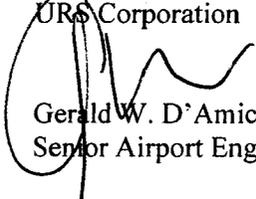
The proposed work under this contract is included under FAA Grant for AIP 3-09-0002-25, which is being issued to the City. FAA participation for this Grant includes both the estimated cost of \$67,000 to place the enhanced taxiway markings, plus the following estimated engineering costs:

Task Order 1: EIS Update	\$ 91,200 Lump Sum
Task Order 2: Enhanced Taxiway Markings -Design Services	\$ 33,800 Lump Sum
Task Order 3: Enhanced Taxiway Markings – Construction Services	\$ 15,300 (Cost Plus)
Total Estimated Engineering Fees	\$140,300

Please have the mayor sign both copies and forward to: Paul Schmidt, PE, Vice President  
URS Corporation, AES  
500 Enterprise Drive  
Rocky Hill, Connecticut, 06067

A fully executed copy will be forwarded to your office. Please contact me if you need additional information or have any comments on the attached.

Sincerely,  
URS Corporation



Gerald W. D'Amico, P.E.  
Senior Airport Engineer

[sikorsky/38397142/contract/070609\_jr]

URS Corporation  
P.O. Box 96  
Roxbury, VT 05669-0096  
Tel: 802.485.4735  
Fax: 802.485.4645

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF BRIDGEPORT, CONNECTICUT**

**and**

**URS CORPORATION AES  
Rocky Hill, Connecticut**

**June, 2009**

**IGOR I. SIKORSKY MEMORIAL AIRPORT**

**STRATFORD, CONNECTICUT**

## PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the      day of      , 2009, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut acting through THE IGOR I. SIKORSKY MEMORIAL AIRPORT (hereinafter referred to as "**Owner**") and URS CORPORATION AES, a Connecticut Corporation, having an address at 500 Enterprise Drive, Rocky Hill, Connecticut 06067 (hereinafter referred to as "**Engineer**").

WHEREAS, the Owner advertised a Request for Qualifications/Request for Proposals in 1995 for Airport Engineering Services;

WHEREAS, the Engineer submitted a proposal entitled "Statement of Qualifications to the Sikorsky Memorial Airport", dated October 20, 1995;

WHEREAS, the Owner selected the Engineer based upon qualifications and further based upon the Engineer's statements and representations made therein for purposes of entering into negotiation of a contract for professional engineering services for the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

**"Approval"** or **"Approved"** means, with little respect to the administration and performance of this Agreement, that the Owner, in combination with the Owner's Representative, as the context requires, has or have given its or their respective written approval(s) to the Engineer when required, including but not limited to, the approval of budgets, Task orders, directions, changed or deviations for or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

**"Engineer"** means URS Corporation AES, the Engineer's Representative, and its approved consultants and subcontractors and subconsultants designated in writing from time to time during the term of this Agreement.

**"Engineer's Representative"** means a specific individual or individuals designated in writing by the Engineer to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Engineer's Representative shall be Gerald W. D'Amico, P.E.

**"Owner"** means the City of Bridgeport, Sikorsky Memorial Airport a municipal corporation, acting through the Owner's Representative who shall be designated in writing from time to time during the term of this Agreement.

**"Owner's Representative"** means a specific individual or individuals designated in writing by the Owner to the Engineer from time to time during the term of this Agreement as its representative or

representatives with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be John Ricci, Airport Manager.

**"Project"** means construction of airport facilities and other improvements as set forth in the Task Orders assigned to the Engineer.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Task" or "Task Order"** is a description of the Services requested from the Engineer, the format of which is described generally in Paragraph 1.1D and Exhibit A of this Agreement, and the description of the particular services requested from the Engineer in a Task Order issued to the Engineer from time to time during the term of this Agreement.

**"Term"** means the duration of this Agreement, commencing upon the date specified by the Owner in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) December 31, 2014, whichever event shall first occur. The Owner reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## ARTICLE I BASIC AGREEMENT

### 1.1 Structure of the Agreement

A. **Engineer's Qualifications.** The Engineer represents that it is duly-Licensed in the State of Connecticut and is qualified and experienced in environmental compliance of public facilities and other public improvements in accordance with the requirements of the Owner as set forth in one or more Task Orders. The parties are entering into this Agreement with the understanding that the Engineer will provide multi-disciplinary services through its own forces, including but not limited to design engineering, construction administration, construction inspection, permitting, and bidding services necessary for the completion of each Task Order. The Engineer will conduct, prepare and present to the Owner for review and acceptance all required engineering and design reports which shall be prepared in cooperation with the Owner's Representative as determined by the Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner.

B. **Use of Task Orders.** The Engineering Services required by this Agreement will be assigned by Task Order to allow for the sequential or partial completion of work related to public improvements in response to the City's proposed Project requirements. The Engineering Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The Owner shall identify and inform the Engineer of Tasks that it wishes the Engineer to perform each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Engineer. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Engineer within five (5) business days or receipt of a written notice to proceed or on the date specified therein (each, a **"Notice to Proceed"**).

D. **Task Order Format.** A Format for a Task Order is attached as **Exhibit A**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Engineer's Services for the duration of this Agreement. The Engineer will prepare an estimate of man-hours for each Hourly Billing Rate (defined below) to be utilized through the Engineer's forces or through each subcontractor employed or to be employed to perform each Task Order for the expenses and any estimated reimbursable expenses shall also be listed as individual line items. The manpower estimates will be attached to each Task Order.

E. **"Authority to Request Additional Tasks or Services"**. It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Engineer, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Engineer for the authorized services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Engineer shall be compensated for each Task Order on a price agreed to by the parties based upon (1) estimated hours by job category multiplied by the hourly rates set forth in Attachment B to each Task Order, (2) Reimbursable Expenses, (3) the direct costs of consultants, and (4) the direct costs of subcontractors (herein **"Compensation"**) and Reimbursable Expenses, defined below. If required by the Owner, the Engineer shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

B. **Established Hourly Rates Per Job Category.** Compensation to the Engineer, whether for its own forces or those of its subcontractors and consultants, shall be computed on the basis of hourly rates (**"Hourly Billing Rates"**). A job category hourly rate schedule for Services to be performed by the Engineer, its subcontractors and consultants will be attached to each Task Order as Attachment B and incorporated herein by reference, which rate schedule will apply for the duration of this Agreement. All employees shall perform work only in the job categories for which they are qualified using objective standards acceptable in the industry and at the rates set forth in such exhibit. Requisitions for payment shall be charged against each hourly rate or individual line item identified on each Task Order.

C. **Reimbursable Expenses.** The Engineer shall be reimbursed for those expenses set forth in the summary of fees included in Attachment B attached to each Task Order and made a part hereof. Any additional reimbursable expenses shall not be paid without the prior approval of the Owner (**"Reimbursable Expenses"**). Except as otherwise set forth in this Agreement, hourly rates for Services include the Engineer's, its subcontractor's and consultant's respective normal overhead expenses, taxes, insurance, per diem expenses, and the like.

1.3 **Payment.** Payment of the Compensation set forth in Attachment B therein shall be made to the Engineer as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion to actual hours expended in providing the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission: Payment Interest.** Invoices shall be submitted by the twentieth (20<sup>th</sup>) day of the month for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within forty-five (45) days after receipt thereof. Notwithstanding anything herein to the contrary, compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Engineer on amounts withheld by the Owner based upon a good faith dispute with the Engineer.

D. **Responsibility for Certain Payments.** The Engineer shall remain responsible, and shall indemnify and hold harmless the Owner, from and against all liability for the withholding and payment of all Federal, State and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Engineer, its subcontractors and consultants and their respective employees.

E. **Unauthorized Charges.** The Engineer expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Engineer, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Engineer submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Engineer, its subcontractors and consultants.

F. **Release of Retainage.** The Owner shall release retainage upon receipt of the satisfactorily completed, entire work that was agreed upon under a Task Order. Invoices for retainage shall be submitted by the Engineer in accordance with 1.3.C above.

1.4 **Use of Consultants and Subcontractors.** The Engineer has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the Owner in writing for review and approval prior to entering into any Task Order. The Engineer shall inform the Owner in writing in advance of engagement of any other sub-consultants not identified at the time of execution of a Task Order. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Engineer to submit alternative proposals. The retention of such consultants and subconsultants shall not diminish or reduce the overall responsibility of the Engineer under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Engineer's Staffing.** An authorized principal of the Engineer will represent the Engineer in all matters relating to the contractual relationship between the Owner and the Engineer and the decision and policy pertaining to Engineer's Work under this Agreement, which person may be removed or replaced as set forth herein in writing from time to time (the "**Engineer's Representative**") in the manner set forth below. It is agreed that the Engineer's Representative shall not be removed by the Engineer without the prior written approval of the Owner unless such individual has ceased his or her employment with the Engineer. However, the Engineer's Representative shall be removed and replaced, without cost or expense to the Owner, at the written request of Owner. If the Owner requests that the Engineer's Representative be replaced, the Owner shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the Owner in the Owner's sole discretion, is not provided promptly.

A. **Engineer's Project Manager.** The Engineer shall designate a Project Manager in writing for each Task Order (the "**Engineer's Project Manager**"). The Engineer's Project Manager shall have responsibility for communications with the Owner's Representative and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions.

B. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Engineer in the professional categories approved by the Owner at the time of execution of a Task Order. The Engineer represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of Owner. The Owner may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order at the sole discretion of the Owner upon written notice to the Engineer.

1.6 **Time.** The Engineer shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Engineer that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Engineer with respect to each Task Order issued by the Owner, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the services of the Engineer hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on the date specified therein.

1.7 **Representations and Warranties.** The Engineer represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Engineer represents that it is a corporation comprised of duly-licensed engineers and environmental professionals engaged in the performance of environmental assessment and engineering services pursuant to the provisions of Section 20-306a and Section 22a-133v of the Connecticut General Statutes, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and

trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services required by each Task Order.

**B. Engineer Possesses Adequate Resources and Personnel.** The Engineer represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

**C. No Conflicts.** The Engineer has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse affect on its ability to independently protect the Owner's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Construction Manager, other consultants and subcontractors, and the like. The Engineer represents that its performance of the Services described herein, and its representation of the Owner, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Engineer.

**D. Prior Approval of All Subconsultants.** The Engineer will not engage any consultant for any of the Services or any Task Order without prior written notice to and written approval by the Owner and receipt of the Owner's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

**E. No Violation of Law.** The Engineer represents that neither it, nor any of its officers, directors, owners, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Engineer shall take all reasonable steps to ensure that its officers, directors, owners, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

**F. Quality and Performance of Services.** The Engineer represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

**G. Licenses and Permits.** The Engineer represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

**H. Observance of Proprietary Rights.** The Engineer represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Engineer shall, at the request of the Owner and at the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Engineer while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Service and, in addition to other relief,

shall be entitled to recover the amounts previously paid to the Engineer hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Project Manager shall receive, control and coordinate all documents and arrange all meetings with the Engineer and third parties on behalf of the Owner. The Owner's Representative shall be informed of the nature and content of all direct communications with representatives of the State of Connecticut in connection with the Project.

J. **Owner Shall Not Be Billed for Certain Taxes.** The Owner is not obligated to pay certain sales, use, gross receipts, ad valorem or other taxes with respect to the Services rendered by the Engineer, its consultants and subcontractors, and the Engineer agrees not to invoice the Owner therefor. The Owner reserves the right to withhold, pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-residents to the State of Connecticut. Upon request of the Engineer, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Record-keeping and Audits.** The Engineer shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Engineer, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Engineer's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, upon prior written notice, during normal business hours of the Engineer.

## ARTICLE II ENGINEER'S RESPONSIBILITIES

### 2.1 General Description of Services

A. **Customary Engineering Services.** The Engineer's Services shall consist of the Services described in a Task Order, the engineering and other services described in Article I hereof and any other services normally performed by an engineer to complete a project of this nature.

B. **Scope of Engineer's Services.** The scope of the engineer's services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly logs demonstrating the Engineer's progress with respect to the Services and to each Task Order, and the like. All Engineer's Services and documents shall fully comply with the restrictions and requirements for all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner and otherwise known to the Engineer as of the date of this Agreement, and the date of any Task Order.

C. **Notice of Meetings.** The Engineer shall give timely notice to the Owner of any meetings that the Engineer feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Engineer, after consultation with the Owner as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Engineer shall cooperate fully with any consultant employed by the Owner in connection with the Project and other engineers or professionals employed by the Owner for work related to the Project.

2.2 **Distribution of Project Information.** Upon request of the Owner, the Engineer shall promptly furnish to the Owner's Representative and the Project Manager copies of all reports, test results, correspondence, studies, meeting minutes and other verbal records, on any media, created by the Engineer or which comes into the possession of the Engineer and required, desired or necessary to keep the Owner informed of the progress of the Engineer's services, and/or the progress of the Project.

### ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The Owner shall provide information regarding its requirements in the form of Task Orders. The Owner shall furnish to the Engineer such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Engineer shall be entitled to rely upon the completeness and accuracy of any Owner-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable. In which case, the Engineer shall inform the Owner's Representative in writing through the Project Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Owner's Representative.** The Owner's Representative at the inception of this Agreement is John Ricci, Airport Manager or his designee set forth in writing ("**Owner's Representative**"). Each such person or entity functioning in the capacity as the designated Owner's Representative shall act on behalf of the Owner with respect to this Agreement and all Task Orders and shall have authority to make decisions on which the Engineer can rely. The Owner's Representative shall not perform any design services or other services performed by an engineer. The Owner's Representative shall examine documents, at each phase of the Services performed or to be performed by the Engineer, which are submitted by the Engineer from time to time, and shall render evaluations and decisions pertaining thereto promptly in order to avoid unreasonable delay in the performance and delivery of the Engineer's services. Any Approval or Approvals given by the Owner shall not relieve the Engineer of any of its obligations hereunder.

3.3 **Program Manager: Authority to Direct Engineer.** The Program Manager at the inception of this Agreement is The Federal Aviation Administration (FAA) through its Project Manager, F. Craig Bailey or his designee set forth in writing. The Program Manager shall act in the interests of the Owner with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Engineer's work products and/or the Services it provides, make recommendations to the Owner regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the Owner's Representative with respect to the Engineer, its Services and the work. The Owner's Representative has primary authority to make decisions for the Owner and to direct the Engineer in connection with this Agreement. If authorized in writing by the Owner's Representative, the Program Manager will make decisions on behalf of the Owner and give limited direction to the Engineer concerning the Services and any Task Order. Any Approval or Approvals given by the Program Manager on behalf of the Owner shall not relieve the Engineer of any of its obligations hereunder.

3.4 **Independent Legal and Accounting Services.** The Owner shall furnish its own legal, accounting, auditing and insurance counseling services. However, the fact that the Owner possesses such support services will not relieve the Engineer of its responsibilities pursuant to this Agreement. The Engineer shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.5 **Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information that may not be available to the public or discoverable under the Freedom of Information Act (“FOIA”) and other proprietary information belonging to the other party or relating to its business and affairs, including without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential (“**Confidential Information**”). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly discloseable under FOIA or information required to be disclosed pursuant to court order or governmental directive.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other party’s Confidential Information to any person or entity, except to its own employees who have a “need to know”, to such other recipients as the party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Engineer will notify the Owner of spills or other discharges of hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law (“**Reportable Environmental Event**”). In cases where the Owner is not the property owner, the Engineer shall notify the Owner of any Reportable Environmental Event and the Owner will notify the property owner of the requirement to address such occurrence in compliance with applicable law. Each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall later remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

3.5 **Existing Environmental Reports.** The Owner shall furnish to the Engineer for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner’s possession related to the Work of a Task Order.

#### ARTICLE IV REMEDIES

4.1 **Default by Engineer.** It shall be a material default under this Agreement in the event that any of the following occur (each an “**Engineer’s Default**”): (i) The Engineer fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Engineer is slow to pay or fails to pay any subcontractor, consultant or agent of the Engineer, or (iii) the Engineer is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Engineer, the Engineer shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Engineer and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Engineer to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by the Engineer, or (vi) there has been a material adverse change in the financial condition of the Engineer, or (vii) the Engineer, or any principal or officer of the Engineer shall be convicted of the commission of a crime punishable as a felony, or (viii) the Engineer violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Engineer’s Default has occurred and has not been cured within thirty (30) days, with or without written notice from the Owner to the Engineer, the Owner may declare the Engineer to

be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the Owner terminates the Engineer for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner's termination of the Engineer is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Engineer's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by Owner.** In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement ("**Owner's Default**"), the Engineer shall give written notice within fourteen (14) days to the Owner. In the event that the Owner fails to cure a payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Engineer may declare the Owner to be in default hereunder the exercise any remedies available to it.

**4.3 Termination by Owner Due to Engineer's Default.** If the Engineer fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Engineer commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Engineer's Default under this Agreement, the Owner shall give written notice within fourteen (14) days to the Engineer. In the event that the Engineer fails to cure such default within seven (7) days after receipt of such notice, the Owner may declare the Engineer to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Engineer and take possession of all plans, specifications, drawings, analyses, test results, samples and other data prepared, obtained by or in the possession of the Engineer, whether complete or not, with respect to the Task Order or Task Orders by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Engineer's Default hereunder. In such event, the Engineer shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Engineer's Default.

**4.4 Termination by Engineer.** Should the Owner commit an Owner's Default that continues beyond notice and passage of the cure period provided herein, the Engineer may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Engineer shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Engineer may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination and Reimbursable Expenses.

**4.5 Termination by Owner Without Fault of the Engineer.** Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not an Engineer's Default exists hereunder, and the Owner shall incur no liability to the Engineer or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Engineer, the Owner shall pay to the Engineer all sums then due to the Engineer hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the Owner, the Engineer shall, upon written request of the Owner, return to the Owner within seven (7) days all papers, materials, test results, samples, analyses and other items on any form of media prepared by, in the possession of, or available to the Engineer relating to the Project whether created by or at the request of the Engineer or created by others. In addition, each party will assist the other party in an orderly

termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Owner's Representative, the Engineer shall debrief the Owner with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, date and other information concerning drawings, schedule, deliverables and the like for which the Engineer is responsible under this Agreement. Furthermore, the Engineer shall relinquish, assign and transfer in a writing acceptable to the Owner all rights and claims to its Work Product, drawings, specifications, test results, analysis, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Owner's Representative to facilitate the continuation of the work of the Engineer by another professional, provided however, that the Engineer's name and seal may not be used on such items subsequently by one or more other professionals engaged by the Owner.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Manager, Sikorsky Memorial Airport ("Director"), in care of the Sikorsky Memorial Airport, Stratford, Connecticut. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("Determination"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Mediation.** If either party objects to the Determination, such party shall commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization selected by the City in the City's sole discretion within thirty (30) days after the date of the Determination. The City shall determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.
- (c) **Arbitration, or Litigation at City's Option.** If mediation does not resolve the dispute, either party may submit such dispute to the AAA, or similar alternative dispute resolution entity selected by the City in the City's sole discretion. The City shall determine whether such arbitration will be conducted pursuant to the AAA construction rules of arbitration then in effect or by the rules of another entity. Notwithstanding the parties' respective rights to seek arbitration of the dispute, the City shall have the independent right, exercisable within sixty (60) days after any arbitration is commenced, in its sole and absolute discretion, to seek resolution of the dispute in a court of law having jurisdiction over the parties, in which event, resolution of the dispute by arbitration shall be deemed waived by the parties, any pending arbitration shall be deemed stayed, and the decision of the court having jurisdiction over the parties to which the dispute is submitted by the City shall be final and binding upon the parties. If the City either (a) initiates arbitration or (b) does not move to

stay an arbitration initiated by the other party within such 60-day period, the dispute shall be resolved by arbitration

**(d) Arbitration Process.** Arbitration shall be held before a 3-member panel of arbitrators, unless the parties mutually agree to a single arbitrator, all of whom shall be residents of, or permanently employed in the State of Connecticut. All arbitrators must have a minimum of ten (10) years current experience in their profession or occupation, a minimum of ten (10) years of relevant demonstrated experience, and a level of dispute resolution training commensurate with the nature and value of the dispute. The dispute resolution organization shall submit one or more lists containing the minimum fifteen (15) potential panelists who are duly qualified. If the parties cannot agree to a panel after three (3) lists have been provided, the selection of arbitrators shall be submitted to the chief administrative judge of the State Supreme Court located in Bridgeport, Connecticut for resolution. The arbitration shall be held in the City of Bridgeport and any award rendered shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. Upon the request of either party, the dispute may be determined by any expedited procedure of the AAA then in effect or expedited procedure of another alternative dispute resolution entity then in effect, if the nature and amount of such dispute warrants resolution by an expedited procedure under the AAA's or such entity's rules. The parties shall be entitled to full and fair discovery of documents and information necessary for the defense or prosecution of their respective claims, provided that such discovery is not unduly burdensome, unduly costly, prejudicial or violative of a party's right to withhold confidential information such as attorney/client privileged communications and work product. In the conduct of the proceedings, the parties may vary the selected rules of administration by mutual agreement, but will give due consideration of the panel's suggestions of varying the procedure in the interests of expedited resolution of the dispute. The parties shall specify the manner and breakdown of the panel's award. The panel shall have authority, in its sole discretion, to award reasonable attorney's fees and costs to the prevailing party. If the award does not contain an award of attorneys' fees and/or costs, each party shall bear the cost of its respective counsel, and one half of the administrative costs of such arbitration, including but not limited to the arbitrator's fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating such demand or counterclaim). THIS AGREEMENT SHALL BE DEEMED TO MODIFY THE ARBITRATION RULES OF THE ORGANIZATION SELECTED BY THE CITY, WHOSE RULES SHALL BE DEEMED SUBORDINATE TO THIS AGREEMENT, AND THE ARBITRATION OF THE DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT. ANY AWARD THAT IS NOT RENDERED IN COMPLIANCE WITH PREVAILING CONNECTICUT LAW AT THE TIME THE AWARD IS RENDERED SHALL BE DEEMED VIOLATIVE OF PUBLIC POLICY AND MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION OVER THE PARTIES AS AN INDEPENDENT GROUND FOR APPEAL.

**(e) Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this agreement in any arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such arbitration or litigation when doing so is deemed by the city to be in its best interests.

**4.8 Claims For Additional Compensation and Time.** If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Engineer for additional Compensation and/or additional time to perform, the Engineer shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional compensation or

contract time requested by the Engineer. The Engineer shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional compensation or additional contract time that are not asserted within such 14-day period are deemed waived by the Engineer.

4.9 **Engineer's Joinder in Other Arbitrations.** In the event that a dispute arises between the Owner and its architect, construction manager or general contractor(s), the Engineer agrees that it will participate in such arbitration as a witness or as a party thereto for the purposes of giving evidence relating to the Project for additional compensation.

## ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Engineer represents and warrants that it will employ its customary professional engineering judgment in the performance of the Services hereunder so that its design products are free from material defects which were known or should have been known to the Engineer in the exercise of reasonable care. To the fullest extent permitted by law, the Engineer, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Owner, its elected officials, department heads, and employees (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Insurance.** The following insurance coverage is required of the Engineer and it is understood that the Engineer will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. The Engineer, its subcontractors and consultants may not enter the project site or commence work unless and until all such insurance coverage are provided to, reviewed and approved by the Owner.

A. **Coverage Required.** The Engineer shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption, the insurance coverages identified below with insurers qualified to conduct business in the State of Connecticut and having a financial rating acceptable to the city. Under no circumstance may the face amount of any insurance coverage hereunder, except errors and omissions insurance, be reduced by deductions for defense costs or any other setoff. The Engineer, its consultants and subcontractors may not enter the Project Site or commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.

Errors and Omissions Insurance (claims made form) will be provided by all engineers and other professionals involved in the Project with minimum limits of \$1,000,000 or as otherwise required by the Owner.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad

enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage per project.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

- B. General Requirements.** All policies shall include the following provisions:  
Cancellation notice – The Owner shall be entitled to receive from all insurance carriers an unequivocal commitment to provide not less than 30 days' prior written notice of cancellation, or non-renewal. Such notice to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

Certificates of Insurance – All policies will be evidenced by an original Certificate of Insurance delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured – The Engineer, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, and employees, at no additional cost to the Owner, on all general and auto liability policies as additional insured parties. The undersigned shall submit to the Owner upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

Igor I. Sikorsky Memorial Airport  
John Ricci, Airport Manager  
1000 Great Meadow Drive  
Stratford, Connecticut, 06615

## ARTICLE VI MISCELLANEOUS

**6.1 Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires the singular number shall include the plural under and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

**6.2 Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Engineer and the Owner other than as expressly provided herein. The Engineer acknowledges that the

Owner is not a partner or joint venturer with the Engineer and that the Engineer is not an employee or agent of the Owner.

**6.3 Prohibition Against Assignment.** The Engineer may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of the Owner. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however that absent express consent in writing by the Engineer, such assignment shall not release the Owner from its obligations to the Engineer hereunder for payment of all amounts due the Engineer pursuant to this Agreement.

**6.4 Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

**6.5 Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date or receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

**6.6 No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

**6.7 Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Engineer or anyone employed by the Engineer in any form or media upon creation and payment therefore and provided that such are created solely hereunder are and shall be the sole and exclusive property of the Owner, including without limitations all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the Project or for future Projects, provided that the Owner shall not alter any drawings or specifications signed and sealed by the Engineer without its prior written consent. Except for termination of the Engineer's services as a result of a default, the Engineer shall have an irrevocable, non-exclusive license to copy and use such documents and may retain copies of such documents and data for re-use in the conduct of its professional practice.

**6.8 Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Owner and the Engineer and their respective successors, assigns and legal representatives.

**6.9 Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**6.10 Governing Law: Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any mediation or arbitration shall be commenced and resolved in Bridgeport, Connecticut. In the event that any party, affirmatively waives its right to arbitrate disputes that arise

under this Agreement, any legal action brought to enforce any provision, or obtaining any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11. **Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12. **Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable. This Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, where upon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13. **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14. **Waiver of Liens.** The Engineer hereby waives any right it may have to file or assert a mechanic's or material men's lien against the Project site or against the Project, including but not limited to, any rights granted to the Engineer by the laws of the State of Connecticut provided that the Owner has met its payment obligations hereunder.

6.15. **Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of unusual or atypical weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. 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 Scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16. **Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport.

6.17 **Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Engineer shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: this Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 **Council Approval of Agreement Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully executed original to the Engineer. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Engineer receives an executed original thereof complete with all Schedules and Exhibits.

6.19 **Construction Contractors.** The Engineer shall be responsible to the Owner for Engineer's services and the services of the Engineer's subcontractors. The Engineer shall not be responsible for the acts or omissions of other parties engaged by the Owner nor their construction means, methods, techniques, sequences, or procedures, or health and safety precautions and programs. The Engineer's construction related services shall not include inspection services for the construction contractors' compliance with applicable health and safety rules and regulations, including OSHA.

The Owner shall cause each construction contractor that executes a contract with the Owner relating to the Project to agree in said contract to defend, indemnify and hold harmless the Owner, and the Engineer from all claims, demands, suits, damages, costs, expenses, and fees that may arise from said construction contractor's activities, including those of its officers, employees, agents, consultants, and any other person directly or indirectly employed by any of them on the Project. The Owner and the Engineer, and their officers, agents, and employees, shall be named as additional insureds on the general and auto liability insurance policies required by the Owner from its construction contractors performing the work on the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_  
William Finch, Mayor

Attest: \_\_\_\_\_  
City Clerk

**URS CORPORATION AES**

By: \_\_\_\_\_  
Paul Schmidt, PE  
Vice President, duly-authorized



**CITY OF BRIDGEPORT, CONNECTICUT  
CIVIL SERVICE COMMISSION**

CITY HALL \* 45 LYON TERRACE \* BRIDGEPORT, CONNECTICUT 06604-4023 \* (203) 576-7103 \* Fax 576-7102

Commissioners  
**LEONOR GUEDES**  
President

**RALPH H. JACOBS**  
Personnel Director

COMM #152-08 Referred to Miscellaneous Committee 8/3/09

July 27, 2009

T. WALTER PLUMMER-Vice Pres.  
ROSA J. CORREA  
WILLIE C. MCBRIDE, JR.  
RICHARD P. RODGERS

Ms. Fleeta Hudson  
Bridgeport City Clerk  
Room 204  
45 Lyon Terrace  
Bridgeport CT 06604

RECEIVED  
CITY CLERKS OFFICE  
09 JUL 27 PM 12:22  
CITY CLERK

Dear Ms. Hudson:

At its meeting on July 14, 2009 the Civil Service Commission approved changes to Civil Service Rules II and III and asked that the revisions be sent on to the City Council as required in Chapter 17 Section 206(a) of the Bridgeport City Charter. I have enclosed the proposed revisions to portions of Civil Service Commission Rules II and III. Please convey this request for approval to the Council.

The most notable change is the addition of language that deals with the gathering, evaluation and use of criminal history information regarding candidates in an examination process. The "box" currently on the application form that asks if a candidate has a criminal history will be eliminated and will be replaced by a notification that information pertaining to a candidate's criminal history will be gathered later in the examination process. This change is intended to remove the deterrent effect that this "box" has on potentially qualified candidates. The Rule revision also ensures that criminal histories are carefully considered in the examination process. The objective is not to make criminal history irrelevant, but to closely examine its relevance on a case by case basis.

Another change is the elimination of the requirement under Rule II that says "Every applicant for examination must be a Citizen of the United States." That language would be replaced by "The laws of the United States and the State of Connecticut will be followed as they address citizenship requirements for employment." This change was made to avert any conflict with other laws which would take precedence over the Civil Service Rule. As state and federal laws change the City will amend its practices, but the Rule as revised would continue to be viable.

Also eliminated under Rule II are the provisions dealing with residency requirements. Residency requirements as the City used them long ago are no longer enforceable. Bridgeport began giving it's residents extra points for residency in entry level

examinations in 2002 under Civil Service Rule XV. Civil Service Rule XV will continue in force, so residency points will continue to be awarded.

If you have any questions about these changes, please call or email Ralph Jacobs, Personnel Director.

Sincerely,



Ralph H. Jacobs  
Personnel Director

cc.

Eleanor Guedes, President Bridgeport Civil Service Commission  
Bill Finch, Mayor City of Bridgeport  
Andrew Nunn, CAO City of Bridgeport  
Adam Wood, Mayor's Chief of Staff  
Mark Anastasi, City Attorney

## Proposed changes to Civil Service Rule II and III

### RULE II. APPLICATIONS

1. No person shall be admitted to an examination for any class of positions in the classified service, until he shall have filed an application under oath upon a form prescribed by the commission and accompanied by such certificates or other material as may be prescribed.

The time within which applications to take the examination for any class of positions will be received shall be fixed by the personnel director and stated on the public announcement of each examination. In no case shall such a period be less than ten days.

#### **Add the following text (underlined)**

The Personnel Director will seek information about an applicant's criminal history. Questions about an applicant's criminal history will be asked on a document that is to be completed after the applicant is determined to have met the minimum requirements for the examination and has been declared by the Personnel Director to be otherwise eligible to take the examination. The disclosure of criminal history must be done on a form separate from the initial application form and must be signed by the applicant. The initial application form will contain a disclosure that criminal history information will be sought later in the application or examination process and that criminal history information will be evaluated at that time.

~~2. Every applicant for examination must be a citizen of the United States.~~ **Eliminate the preceding sentence & replace it with the following underlined text:**

2. The laws of the United States and the State of Connecticut will be followed as they address citizenship requirements for employment.

Eliminate all of part 3 shown below and renumber.

~~-3. Within the limitations prescribed in the following paragraph and in Section Two of the civil service provisions of the charter, the commission shall have power to establish the residence requirement for any examination for any class of positions in the classified service, except that of teacher. Residence requirements for examinations for teachers shall be determined by the superintendent of schools with the approval of the board of education.~~

Delete the whole preceding paragraph.

~~No person shall be admitted to an examination for any class of positions in the classified service who has not been a bona fide resident of the city of Bridgeport for at least twelve consecutive months immediately prior to the date of the examination; provided that such requirement of residence may be suspended by the commission as to any class or classes of positions requiring high professional, scientific or technical qualifications, or in cases where through low compensation for services such a requirement is disadvantageous to the public interests, but all such cases with the reasons therefore, shall be reported in the annual report of the commission to the mayor.~~

Delete the whole preceding paragraph.

Note: the provisions for residency points for Bridgeport residents currently provided for under Civil Service Rule XV will remain in effect.

3. No application for examination shall be accepted, unless the applicant is within the age limitations fixed by the commission for entrance to the class or position to which he seeks to be appointed or promoted, provided, however, that age limitations for examinations for teachers shall be determined by the superintendent of schools with the approval of the board of education.

4. The personnel director shall notify in writing any person whose application is rejected specifying the cause for the rejection. Upon receiving a written request from any person whose application is rejected the commission may give him an opportunity to show cause why such application should not be rejected, but announced examinations shall not be postponed or delayed for this reason.

### **RULE III. EXAMINATIONS**

Add the following text (underlined) & renumber as shown:

4. After applicants have completed the initial application for examination, the Personnel Director will require candidates who are determined to be eligible for the examination to provide a complete criminal history on forms to be provided by the Bridgeport Civil Service. The Personnel Director will determine at what point in the examination process that the criminal history information will be gathered for each examination process. The Personnel Director will weigh the following factors in determining whether to remove an applicant with a criminal conviction from the examination process or from the employment list or from employment: the nature and seriousness of the offense; time elapsed since the conviction; age when convicted; the degree to which the conviction is related to the duties and responsibilities of the job and the bearing the conviction has on the applicants' fitness and ability to perform such duties and responsibilities; evidence of rehabilitation and the interest of the City in protecting property and the welfare and safety of the public and employees.

Failure to fully disclose a criminal history, except as allowed by Connecticut or federal law, may result in disqualification from the exam process or termination of employment.

The Personnel Director shall have authority to administer these provisions and to make decisions concerning whether to disqualify a candidate or employee. Candidates may appeal the Personnel Director's decisions to the Civil Service Commission. In order to file such an appeal the candidate must notify the Personnel Director in writing within ten (10) days of notification of disqualification by the Personnel Director. The Commission shall have the authority to grant the appellant such relief as the Commission deems appropriate or to deny the appeal.

5. Where written examinations are required, they shall be so managed that no examination papers will disclose the name or identity of any applicants until the examination papers shall have been marked. The personnel director shall make the necessary provisions in connection with the conduct of examinations for such concealment.

Any competitor in any written examination who places any mark on his examination papers that will disclose his identity may be deprived of all benefits under such examination.

6. Each examination shall be rated on a scale of 100 and the relative weights of the different subjects shall be determined by the personnel director and set forth in the public announcement of the examination, provided, however, that the relative weights of the different subjects in examinations

for teacher shall be determined by the superintendent of schools, with the approval of the board of education.

In order to pass any examination, a competitor is required to attain a percentage of 75 or over in each of the subjects which, pursuant to the public announcement, comprise the entire examination. The word "subjects" as used in this section shall mean the publicly announced component parts or divisions of any examination.



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH  
Mayor

MEMORANDUM

.OMM #153-08 Referred to Miscellaneous Committee on 8/3/09

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: July 24, 2009  
RE: Boards & Commissions

Please place the following name on the August 3, 2009 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment as an alternate to the Zoning Board of Appeals:

Cynthia S. Maignan (D)  
581 North Summerfield Avenue  
Bridgeport, CT 06610

This will replace a vacancy term will expire on September 30, 2011.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
09 JUL 28 PM 3:18  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH  
Mayor

MEMORANDUM

COMM.# 154-08 Referred to Public Safety & Transportation Committee on 8/3/2009

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: July 24, 2009

RE: Boards & Commissions

Please place the following name on the August 3, 2009 City Council agenda for referral to the Public Safety Committee for the purpose of appointment to the Police Commission:

Charlie L. Stallworth (D)  
35 Wickliffe Circle  
Bridgeport, CT 06606

This will replace a vacancy term will expire on December 31, 2010.

BF/lai

RECEIVED  
CITY CLERKS OFFICE  
09 JUL 28 PM 3:18  
QUEST  
CITY CLERK



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

**Comm.# 155-08 Ref'd to Public Safety & Transportation Committee on 8/3/2009.**

**INTEROFFICE MEMORANDUM**

**TO:** FLEETA HUDSON  
**FROM:** ALEXANDRA MCGOLDRICK  
**SUBJECT:** GRANT SUBMISSION  
**DATE:** JULY 29, 200

Attached please find twenty-one copies of the Resolution and Executive Summary Sheet for the following grant to be submitted to City Council for approval at the August 3<sup>rd</sup> meeting. It is recommended that the resolutions be referred to the appropriate Committee.

1. U.S. Department of Justice, COPS Hiring Recovery Program Grant

Please call me at 5665 if you need any additional information.

Thank you.

**WHEREAS**, the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the COPS Hiring Recovery Program Grant (CHRP); and,

**WHEREAS**, the City of Bridgeport will expend funds to improve and enhance law enforcement and crime prevention and intervention programs; and,

**WHEREAS**, funds under this grant may be used to hire 20 new police officers; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, submit an application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) in an amount not to exceed \$4,828,560.00; 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 U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) to hire 20 new police officers enhance law enforcement and crime prevention and intervention within the City of Bridgeport;
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



## GRANT SUMMARY

---

PROJECT TITLE : COPS Hiring Recovery Program Grant (CHRP)

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Dept. of Central Grants and Community Development

CONTACT NAME:   Alexandra McGoldrick, Grants Writer  

PHONE NUMBER:   (203) 332-5665  

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from the U.S. Dept. of Justice through the COPS Hiring Recovery program Grant (CHRP). The funding will be used to hire 20 new police officer positions to enhance uniformed law enforcement personnel and crime prevention and intervention within the City of Bridgeport.

CONTRACT DATES: Three year period.

### PROJECT GOALS AND PROCEDURES:

The goal of this project is to improve and enhance law enforcement programs increasing public safety within the City of Bridgeport. This investment will have resounding effects on the Bridgeport Police Department's ability to respond to potential incidents within the City.

---

### IF APPLICABLE

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

Federal: \$4,828,560

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain):

Subcontracts: Yes \_\_\_\_\_ No



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

**Comm.# 156-08 Ref'd to Public Safety & Transportation Committee on 8/3/2009.**

**INTEROFFICE MEMORANDUM**

**TO:** FLEETA HUDSON  
**FROM:** ALEXANDRA MCGOLDRICK  
**SUBJECT:** GRANT SUBMISSION  
**DATE:** JULY 29, 200

Attached please find twenty-one copies of the Resolution and Executive Summary Sheet for the following grant to be submitted to City Council for approval at the August 3<sup>rd</sup> meeting. It is recommended that the resolution be referred to the appropriate Committee.

Assistance to Firefighter, Fire Prevention and Safety Grant Program

Please call me at 5665 if you need any additional information.

Thank you.

**WHEREAS**, the U.S. Federal Emergency Management Administration, Assistance to Firefighters Program is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the Fire Prevention & Safety Grant Program; and,

**WHEREAS**, the City of Bridgeport will expend funds to enhance fire prevention and safety programs; and,

**WHEREAS**, funds under this grant may be used to purchase smoke detectors and related installation supplies; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, submit an application to the U.S. Federal Emergency Management Administration, Assistance to Firefighters Program in an amount not to exceed \$46,400; 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 U.S. Federal Emergency Management Administration, Assistance to Firefighters Program to enhance fire prevention and safety programs within the City of Bridgeport;
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the U.S. U.S. Federal Emergency Management Administration, Assistance to Firefighters Program to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



## GRANT SUMMARY

---

PROJECT TITLE : Assistance to Firefighters, Fire Prevention & Safety Grant Program

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Dept. of Central Grants and Community Development

CONTACT NAME:   Alexandra McGoldrick, Grants Writer  

PHONE NUMBER:   (203) 332-5665  

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from the FEMA Assistance to Firefighters, Fire Prevention & Safety Grant Program. The funding will be used to purchase smoke detectors and related supplies and materials to enhance the existing Safe Asleep Program within the City of Bridgeport.

CONTRACT DATES: One year period.

### PROJECT GOALS AND PROCEDURES:

The goal of this project is to enhance fire prevention and safety programs, such as Safe Asleep, within the City of Bridgeport. This investment will inform the Bridgeport residents of fire prevention strategies within their homes and prevent potential fire incidents.

---

### IF APPLICABLE

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

Federal: \$46,400  
State:  
City match: \$11,600  
Other:

#### FUNDS REQUESTED

Salaries/Benefits:  
Supplies:  
Transportation/Travel:  
Other (explain):  
Subcontracts: Yes \_\_\_\_\_ No

OFFICE OF CITY CLERK  
CITY OF BRIDGEPORT, CONNECTICUT  
EXECUTIVE DEPARTMENT  
CITY HALL - LYON TERRACE  
TELEPHONE 576-7081

City Clerk



Assistant City Clerk

ET #150-06 Referred to Joint Committee on  
Miscellaneous Matters and Budget

APPLICANT(S) TAX ABATEMENT CHECK LIST

PLEASE CHECK (✓) OFF IN THE APPROPRIATE SPACE PROVIDED BELOW THAT  
YOU HAVE SUBMITTED ALL REQUIRED DOCUMENTS. PLEASE RETURN WITH  
DOCUMENTS.

*[Handwritten signature]*

*Maria J. Jeros*

APPLICANT(S) SIGNATURE

*07/21/2009*  
DATE

- 1)  APPLICATION
- 2)  FINANCIAL STATEMENT
- 3)  INCOME TAX RETURNS (3 YEARS PRIOR TO DATE  
OF TAX ABATEMENTS - ORDINANCE #330-82)
- 4)  AFFIDAVIT
- 5)  QUESTIONNAIRE - TAX ABATEMENT
- 6)  OTHER, LIST BELOW

RECEIVED  
CITY CLERKS OFFICE  
JUL 22 AM 10:50  
CITY CLERK

CITY OF BRIDGEPORT  
 CITY CLERK'S OFFICE, RM. 204  
 45 Lyon Terrace  
 Bpt., CT 06604

REQUEST FOR ABATEMENT OF TAXES AND INTEREST

- Please check ( ) below the section of State Statues that you are applying under.
- Sec. 8-215 Tax Abatement for Housing for Low or Moderate income persons.
  - Sec. 12-124 Abatement to Poor and Unable to Pay.
  - Sec. 12-124A Municipal Option to Abate Taxes on Resident Exceeding Eight Percent of Occupants Income.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Abatement or Refund of Tax Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund on Proof of Exempt Status.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.

To the "Tax Abatement Committee" of Bridgeport, State of Connecticut.

WE, MANUEL G. JEREZ  
MARIA J. JEREZ

of 34-16 38TH AVE  
 (Address) Principal Residence

in the town of L.I.C., NY, hereby apply for abatement of  
 taxes and/or interest on property that I own located at 427 HOLLISTER AVE # 929  
December 18, 2008 (Date Acquired)

in the amount listed on the schedule below.

(TO APPLICANT: The Tax information required below may be obtained by visiting the Tax Collector's Office in Room 121 or phone 576-7266 or 576-7267.)

Assessment Date	Due and Payable on	Property Tax	Interest	Lien Fees	Costs	Total
<u>JULY 1, 2009</u>		<u>3,625.87</u>				<u>3,625.87</u>
<u>JANUARY 1, 2010</u>		<u>3,625.87</u>				<u>3,625.87</u>

~~X Manuel Jerez~~ GRAND TOTAL 7,251.74

X Maria J Jerez 07/21/2009  
 (Signature of Taxpayer) Date

(718) 729-5531  
 Business/Home Phone

Tax Collector's Office - Validating Sign.

TAX ABATEMENT COMMITTEE'S RECOMMENDATION TO THE CLAIMS COMMITTEE

To the Claims Committee; it is recommended that an abatement of property taxes and/or interest in the amount of \_\_\_\_\_ be made to the above-named taxpayer in accordance with the provisions of Section(s): \_\_\_\_\_

Dated at \_\_\_\_\_, Conn., the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
City

ACTION TAKEN BY CLAIMS COMMITTEE

At a regular meeting of the Claims Committee held on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ it was voted to abate or not abate Property Taxes and/or Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_ Taxpayer.

Claims Committee of the Common Council

By \_\_\_\_\_  
Chairman



**(B) U.S. GOVERNMENT SECURITIES AND OTHER STOCKS AND BONDS**

NO. OF SHARES OR FACE VALUE (BONDS)	DESCRIPTION	COST	MARKET VALUE
		\$	\$
	N/A		

**(C) ACCOUNTS AND NOTES RECEIVABLE**

BORROWER	WHEN DUE	BALANCE DUE	ORIGINAL AMOUNT	SECURITY (IF ANY)
		\$	\$	
		N/A		

**(D) REAL ESTATE**

DESCRIPTION	DATE ACQUIRED	TITLE IN WHOSE NAME	COST	PRESENT VALUE	MORTGAGE	
					AMOUNT	HOW PAYABLE
			\$	\$	\$	
		N/A				

**(E) LIFE INSURANCE**

AMOUNT	NAME OF COMPANY	BENEFICIARY	CASH VALUE	LOANS
\$			\$	\$
	N/A			

**(F) NOTES, CONTRACTS, ACCOUNTS, AND BILLS DUE**

OWED TO	DATE	BALANCE DUE	WHEN DUE	PURPOSE OR COLLATERAL (IF ANY)
		\$		

For the purpose of attaining an abatement, I (we) furnish the foregoing as a true and accurate statement of my financial condition. Authorization is hereby given to the City of Bridgeport to verify in any manner it deems appropriate any and all items indicated on this application.

07/21/2009  
DATE

X *[Signature]*  
X *[Signature]*  
Applicant (s) Signature

SWORN TO BEFORE ME  
THIS 21 DAY OF July 2009  
NOTARY PUBLIC

ALDO F. COTRINA  
Notary Public State of New York  
No. 01C06129824  
Qualified in Queens County  
Commission Expires July 5, 2013

Notary Signature

CITY OF BRIDGEPORT  
CITY CLERK'S OFFICE, RM. 204  
45 Lyon Terrace  
Bpt., Conn. 06604

QUESTIONNAIRE - TAX ABATEMENT

09/21/09  
Date

1. Name of Applicant MANUEL G. JEREZ / MARIA J. JEREZ
2. Principal Resident of Applicant 24-16 38TH AVE Apt 3-C  
LONG ISLAND CITY, NY 11109
3. Address of Property to be Abated 427-429 HOLLISTER AVE,  
BRIDGEPORT, CT, 06607
4. Do you own this property? YES If Yes, when did you acquire this property? DECEMBER 11, 2008
- 4a. Type of Property: \_\_\_\_\_ Single Family \_\_\_\_\_ Multi Family  
\_\_\_\_\_ Apt. Building \_\_\_\_\_ Commercial Use  
\_\_\_\_\_ Mixed Use. (Please check one)
5. Acquisition Type: \_\_\_\_\_ Quit Claim Deed \_\_\_\_\_ Warranty Deed  
\_\_\_\_\_ Mortgage. Attach copy of Deed and state Volume and Page City land records ATTACHED IS A COPY OF DEED
6. Total Abatement Request \$ 7,251.74 (Tax and/or Interest).  
(For amount: Refer to Application - "Request for Abatement of Taxes and Interest.)
7. Have you attempted to work out a payment schedule with the Tax Collector or designated representative for either your current or back tax abatement request? YES, EXPLAINED MY RIGHTS TO APPLY TAX ABATEMENT If answer is yes, name the individual you talked to and what was the result of that discussion. If the answer is no, your request will not be considered until you do so. (If you bought properties and accepted tax obligations in Deed documents, you must work out a payment schedule with the Tax Collector.)  
THE NAME THE TAX COLLECTOR & TAX ASSESSOR IS: ELAINE T. CARVALHO

QUESTIONNAIRE - TAX ABATEMENT

8. If you had received any tax abatement in prior years, list the amounts and location of such property.

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
NONE  
\_\_\_\_\_  
\_\_\_\_\_

9. Is your tax account in foreclosure by the City of Bridgeport? \_\_\_\_\_

10. Is the subject property in foreclosure by an entity or individual (i.e. bank, mortgage company)? \_\_\_\_\_

(a) Name of foreclosing party \_\_\_\_\_

(b) Date of foreclosure action \_\_\_\_\_

11. Is there any other action in civil court affecting your ownership of the property? \_\_\_\_\_

(a) If answer is yes, please state nature of action and parties involved? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any additional information can be attached or itemized below:

\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

X ~~Manuel J. Jerez~~  
X ~~Manuel J. Jerez~~  
Signature of Applicant

07/21/09  
Date

SWORN TO BEFORE ME  
THIS 21st DAY OF July 2009

NOTARY PUBLIC

ALDO F. COTRINA  
Notary Public State of New York  
No. 01CO6129824  
Qualified in Queens County  
Commission Expires July 5, 2013

Date 7/21/09



# 2008 W-2 and EARNINGS SUMMARY

Safe, accurate, **ADP** **File** Visit the IRS Web Site at [www.irs.gov/efile](http://www.irs.gov/efile)  
**FAST!** Use **Employee Reference Copy**  
**W-2 Wage and Tax Statement 2008**  
OMB No. 1545-0046

Control number 044442 12/JAL Dept. 000210 Corp. A Employer use only 197  
 Employer's name, address, and ZIP code  
**JACMEL JEWELRY INC.**  
**30-00 47TH AVENUE**  
**LONG ISLAND CITY NY 11101**  
 Batch #00908

Employee's name, address, and ZIP code		NY, State Wages, Local Wages, Tips, Etc. Box 16 of W-2	
MARIA J. JEREZ		16,406.60	
24-16 38TH AVENUE		16,406.60	
APARTMENT # 3C		16,406.60	
LONG ISLAND CITY, NY 11101		16,406.60	
Employer's FED ID number	13-2914325	Medicare Wages Box 5 of W-2	237.90
1 Wages, tips, other comp.	16406.60	SUI/SDI Box 14 of W-2	31.20
3 Social security wages	16406.60	NY, State Income Tax Box 17 of W-2	239.23
5 Medicare wages and tips	16406.60	Local Income Tax Box 18 of W-2	160.69
7 Social security tips	16406.60		
9 Advance EIC payment			
11 Nonqualified plans			
14 Other	31.20 SDI		
15 State Employer's state ID no.	NY 13-2914325		
17 State income tax	239.23		
19 Local income tax	160.69		

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2008 pay stub plus any adjustments submitted by your employer.

Gross Pay	16406.60	Social Security Tax Withheld Box 4 of W-2	1017.21	NY, State Income Tax Box 17 of W-2	239.23
Fed. Income Tax Withheld Box 2 of W-2	37.54	Medicare Tax Withheld Box 6 of W-2	237.90	Local Income Tax Box 18 of W-2	160.69
				SUI/SDI Box 14 of W-2	31.20

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

Wages, Tips, other Compensation Box 1 of W-2	16,406.60	Social Security Wages Box 3 of W-2	16,406.60	Medicare Wages Box 5 of W-2	16,406.60	NY, State Wages, Local Wages, Tips, Etc. Box 16 of W-2	16,406.60
Reported W-2 Wages	16,406.60		16,406.60		16,406.60		16,406.60

3. Employee W-4 Profile. To change your Employee W-4 Profile information, file a new W-4 with your payroll dept.

Social Security Number: [REDACTED]  
 Taxable Marital Status: MARRIED  
 Exemptions/Allowances:  
 FEDERAL: 3  
 STATE: 3  
 LOCAL: 3

MARIA J. JEREZ  
 24-16 38TH AVENUE  
 APARTMENT # 3C  
 LONG ISLAND CITY, NY 11101

For the year Jan. 1-Dec. 31, 2008, or other tax year beginning 2008, ending 20

OMB No. 1545-0074

Your first name and initial: MANUEL G Last name: JEREZ  
 Your social security number: [REDACTED]

If a joint return, spouse's first name and initial: MARIA J Last name: JEREZ  
 Spouse's social security number: [REDACTED]

Home address (number and street). If you have a P.O. box, see page 14. Apt. no.  
 24-16 38TH AVE 3C  
 You must enter your SSN(s) above.

City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.  
 LONG ISLAND CITY NY 11101  
 Checking a box below will not change your tax or refund.

Presidential Election Campaign  Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 14)  You  Spouse

Filing Status

1  Single  
 2  Married filing jointly (even if only one had income)  
 3  Married filing separately. Enter spouse's SSN above and full name here.  
 4  Head of household (with qualifying person). (See page 15.) If the qualifying person is a child but not your dependent, enter this child's name here.  
 5  Qualifying widow(er) with dependent child (see page 16)

Exemptions

6a  Yourself. If someone can claim you as a dependent, do not check box 6a

6b  Spouse

6c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see pg17)
LUIS GASPAR	JEREZ	[REDACTED]	Son	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

7 Total number of exemptions claimed 3

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 16,407

8a Taxable interest. Attach Schedule B if required

8b Tax-exempt interest. Do not include on line 8a

9a Ordinary dividends. Attach Schedule B if required

9b Qualified dividends (see page 21)

10 Taxable refunds, credits, or offsets of state and local income taxes (see page 22)

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here

14 Other gains or (losses). Attach Form 4797

15a IRA distributions 15a b Taxable amount (see page 23)

16a Pensions and annuities 16a b Taxable amount (see page 24)

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E (817)

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits 20a 15,600 b Taxable amount (see page 26)

21 Other income

22 Add the amounts in the far right column for lines 7 through 21. This is your total income 15,590

Adjusted Gross Income

23 Educator expenses (see page 28) 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24

25 Health savings account deduction. Attach Form 8889 25

26 Moving expenses. Attach Form 3903 26

27 One-half of self-employment tax. Attach Schedule SE 27

28 Self-employed SEP, SIMPLE, and qualified plans 28

29 Self-employed health insurance deduction (see page 29) 29

30 Penalty on early withdrawal of savings 30

31a Alimony paid b Recipient's SSN 31a

32 IRA deduction (see page 30) 32

33 Student loan interest deduction (see page 33) 33

34 Tuition and fees deduction. Attach Form 8917 34

35 Domestic production activities deduction. Attach Form 8903 35

36 Add lines 23 through 31a and 32 through 35 36

37 Subtract line 36 from line 22. This is your adjusted gross income 15,590



**SCHEDULE E**  
**(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

**Supplemental Income and Loss**

(From rental real estate, royalties, partnerships,  
S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ See instructions for Schedule E (Form 1040).

OMB No. 1545-0074

**2008**

Attachment  
Sequence No. **13**

Name(s) shown on return

Your social security number

**MANUEL G & MARIA J JEREZ**

**Part I** Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

1	List the type and address of each rental real estate property:	2	For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of:	
			Yes	No
A	2 FAMILY HOUSE 427-429 HOLLESTER AVE BRIDGEPORT CT		A	X
B			B	
C			C	

● 14 days or  
● 10% of the total days rented at fair rental value?  
(See page E-3.)

Income:	Properties			Totals (Add columns A, B, and C.)
	A	B	C	
3 Rents received	2,360			2,360
4 Royalties received				
<b>Expenses:</b>				
5 Advertising				
6 Auto and travel (see page E-4)				
7 Cleaning and maintenance				
8 Commissions				
9 Insurance				
10 Legal and other professional fees				
11 Management fees				
12 Mortgage interest paid to banks, etc. (see page E-5)				12
13 Other interest				
14 Repairs				
15 Supplies				
16 Taxes	3,177			
17 Utilities				
18 Other (list)				
19 Add lines 5 through 18	3,177			3,177
20 Depreciation expense or depletion (see page E-5)				
21 Total expenses. Add lines 19 and 20	3,177			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-5 to find out if you must file Form 6198.	(817)			
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See page E-5 to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	(817)			
24 Income. Add positive amounts shown on line 22. Do not include any losses				
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here				(817)
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2				(817)

**SCHEDULE EIC**  
(Form 1040A or 1040)

**Earned Income Credit**

**Qualifying Child Information**

Complete and attach to Form 1040A or 1040  
only if you have a qualifying child.

OMB No. 1545-0074

**2008**

Attachment  
Sequence No. **43**

Department of the Treasury  
Internal Revenue Service (99)

Name(s) shown on return

**MANUEL G & MARIA J JEREZ**

Your social security number  
[REDACTED]

- Before you begin:**
- See the instructions for Form 1040A, lines 40a and 40b, or Form 1040, lines 64a and 64b, to make sure that (a) you can take the EIC, and (b) you have a qualifying child.
  - Be sure the child's name on line 1 and social security number (SSN) on line 2 agree with the child's social security card. Otherwise, at the time we process your return, we may reduce or disallow your EIC. If the name or SSN on the child's social security card is not correct, call the Social Security Administration at 1-800-772-1213.

**CAUTION!**

- If you take the EIC even though you are not eligible, you may not be allowed to take the credit for up to 10 years. See instructions for details.
- It will take us longer to process your return and issue your refund if you do not fill in all lines that apply for each qualifying child.

**Qualifying Child Information**

	Child 1		Child 2	
	First name	Last name	First name	Last name
<b>1 Child's name</b> If you have more than two qualifying children, you only have to list two to get the maximum credit.	LUIS GASPAR JEREZ			
<b>2 Child's SSN</b> The child must have an SSN as defined on page 43 of the Form 1040A instructions or page 49 of the Form 1040 instructions unless the child was born and died in 2008. If your child was born and died in 2008 and did not have an SSN, enter "Died" on this line and attach a copy of the child's birth certificate, death certificate, or hospital medical records.	[REDACTED]			
<b>3 Child's year of birth</b>	Year <u>1988</u> If born after 1989, skip lines 4a and 4b; go to line 5.		Year _____ If born after 1989, skip lines 4a and 4b; go to line 5.	
<b>4 If the child was born before 1990-</b>				
<b>a</b> Was the child under age 24 at the end of 2008 and a student?	<input checked="" type="checkbox"/> Yes. Go to line 5.		<input type="checkbox"/> Yes. Go to line 5.	
	<input type="checkbox"/> No. Continue.		<input type="checkbox"/> No. Continue.	
<b>b</b> Was the child permanently and totally disabled during any part of 2008?	<input type="checkbox"/> Yes. Continue.		<input type="checkbox"/> Yes. Continue.	
	<input type="checkbox"/> No. The child is not a qualifying child.		<input type="checkbox"/> No. The child is not a qualifying child.	
<b>5 Child's relationship to you</b> (for example, son, daughter, grandchild, niece, nephew, foster child, etc.)	SON			
<b>6 Number of months child lived with you in the United States during 2008</b>				
<ul style="list-style-type: none"> <li>If the child lived with you for more than half of 2008 but less than 7 months, enter "7."</li> <li>If the child was born or died in 2008 and your home was the child's home for the entire time he or she was alive during 2008, enter "12."</li> </ul>	12 months Do not enter more than 12 months.		_____ months Do not enter more than 12 months.	

**TIP**

You may also be able to take the additional child tax credit if your child (a) was under age 17 at the end of 2008, and (b) is a U.S. citizen, U.S. national, or U.S. resident alien. For more details, see the instructions for line 41 of Form 1040A or line 66 of Form 1040.

# Paid Preparer's Earned Income Credit Checklist

▶ **Do not send to the IRS. Keep for your records.**

For the definitions of the following terms, see Pub. 596 for the year for which you are completing this form.

- Investment Income
- Qualifying Child
- Earned Income

A Taxpayer's name ▶ MANUEL G JEREZ

B If joint return, spouse's name ▶ MARIA J JEREZ

## Part I All Taxpayers

1 Year after 2007 for which you are completing this form ▶ 2008

2 Is the taxpayer's filing status married filing separately?  Yes  No

▶ If you checked "Yes" on line 2, stop; the taxpayer cannot take the EIC. Otherwise, continue.

3 Does the taxpayer (and the taxpayer's spouse if filing jointly) have a social security number (SSN) that allows him or her to work or is valid for EIC purposes? See the instructions before answering  Yes  No

▶ If you checked "No" on line 3, stop; the taxpayer cannot take the EIC. Otherwise, continue.

4 Is the taxpayer filing Form 2555 or Form 2555-EZ (relating to the exclusion of foreign earned income)?  Yes  No

▶ If you checked "Yes" on line 4, stop; the taxpayer cannot take the EIC. Otherwise, continue.

5a Was the taxpayer a nonresident alien for any part of the year on line 1?  Yes  No

▶ If you checked "Yes" on line 5a, go to line 5b. Otherwise, skip line 5b and go to line 6.

b Is the taxpayer's filing status married filing jointly?  Yes  No

▶ If you checked "Yes" on line 5a and "No" on line 5b, stop; the taxpayer cannot take the EIC. Otherwise, continue.

6 Is the taxpayer's investment income more than the limit that applies to the year on line 1? See Pub. 596 for the limit  Yes  No

▶ If you checked "Yes" on line 6, stop; the taxpayer cannot take the EIC. Otherwise, continue.

7 Could the taxpayer, or the taxpayer's spouse if filing jointly, be a qualifying child of another person for the year on line 1?  Yes  No

▶ If you checked "Yes" on line 7, stop; the taxpayer cannot take the EIC. Otherwise, go to Part II or Part III, whichever applies.

**Part III Taxpayers With a Child**

**Caution.** If there are two children, complete lines 8 through 14 for one child before going to the next column.

- 8 Child's name . . . . .
- 9 Is the child the taxpayer's son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister, or a descendant of any of them? . . . . .
- 10 Is either of the following true?
  - The child is unmarried, or
  - The child is married and can be claimed as the taxpayer's dependent . . . . .
- 11 Did the child live with the taxpayer in the United States for over half of the year? See the instructions before answering . . . . .
- 12 Was the child (at the end of the year on line 1) -
  - Under age 19,
  - Under age 24 and a full-time student (see definition in Pub. 596), or
  - Any age and permanently and totally disabled? . . . . .

► If you checked "Yes" on lines 9, 10, 11, and 12, the child is the taxpayer's qualifying child; go to line 13a. If you checked "No" on line 9, 10, 11, or 12, the child is not the taxpayer's qualifying child. If there is more than one child, complete lines 8 through 14 for the other child(ren) (but for no more than two qualifying children). If the taxpayer does not have a qualifying child, go to Part III to see if the taxpayer can take the EIC for taxpayers who do not have a qualifying child.

- 13a Could any other person check "Yes" on lines 9, 10, 11, and 12 for the child? . . . . .
  - If you checked "No" on line 13a, go to line 14. Otherwise, go to line 13b.
- b Enter the child's relationship to the other person(s) . . . . .
- c If the tiebreaker rules apply, would the child be treated as the taxpayer's qualifying child? See the instructions before answering . . . . .

► If you checked "Yes" on line 13c, go to line 14. Otherwise, explain to the taxpayer that if both the taxpayer and the other person(s) claim any of the six tax benefits listed on page 4, the IRS will apply the tiebreaker rules, and the taxpayer's benefits may be disallowed. Then, if the taxpayer wants to take the EIC based on this child, complete lines 14 and 15. If not, and there are no other qualifying children, the taxpayer cannot take the EIC, including the EIC for taxpayers without a qualifying child; do not complete Part III. If there is more than one child, complete lines 8 through 14 for the other child(ren) (but for no more than two qualifying children).

- 14 Does the qualifying child have an SSN that allows him or her to work or is valid for EIC purposes? See the instructions before answering . . . . .
  - If you checked "No" on line 14, the taxpayer cannot take the EIC based on this child and cannot take the EIC for taxpayers who do not have a qualifying child. If there is more than one child, complete lines 8 through 14 for the other child(ren) (but for no more than two qualifying children). If you checked "Yes" on line 14, continue.

- 15 Are the taxpayer's earned income and adjusted gross income each less than the limit that applies to the taxpayer for the year on line 1? See Pub. 596 for the limit . . . . .
  - If you checked "No" on line 15, stop; the taxpayer cannot take the EIC. If you checked "Yes" on line 15, the taxpayer can take the EIC. Complete Schedule EIC and attach it to the taxpayer's return. If there are two qualifying children with valid SSNs, list them on Schedule EIC in the same order as they are listed here. If the taxpayer's EIC was reduced or disallowed for a year after 1996, see Pub. 596 to see if Form 8862 must be filed. Go to line 20.

	Child 1	Child 2
8	LUIS GASPAR JEREZ	
9	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
13a	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b		
c	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know
14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
15		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Part III Taxpayers Without a Qualifying Child**

**16** Was the taxpayer's main home, and the main home of the taxpayer's spouse if filing jointly, in the United States for more than half the year? (Military personnel on extended active duty outside the United States are considered to be living in the United States during that duty period. See Pub. 596.) . . . . .  Yes  No

▶ If you checked "No" on line 16, stop; the taxpayer cannot take the EIC. Otherwise, continue.

**17** Was the taxpayer, or the taxpayer's spouse if filing jointly, at least age 25 but under age 65 at the end of the year on line 1? . . . . .  Yes  No

▶ If you checked "No" on line 17, stop; the taxpayer cannot take the EIC. Otherwise, continue.

**18** Is the taxpayer, or the taxpayer's spouse if filing jointly, eligible to be claimed as a dependent on anyone else's federal income tax return for the year on line 1? . . . . .  Yes  No

▶ If you checked "Yes" on line 18, stop; the taxpayer cannot take the EIC. Otherwise, continue.

**19** Are the taxpayer's earned income and adjusted gross income each less than the limit that applies to the taxpayer for the year on line 1? See Pub. 596 for the limit . . . . .  Yes  No

▶ If you checked "No" on line 19, the taxpayer cannot take the EIC. If you checked "Yes" on line 19, the taxpayer can take the EIC. If the taxpayer's EIC was reduced or disallowed for a year after 1996, see Pub. 596 to find out if Form 8862 must be filed. Go to line 20.

**Part IV Due Diligence Requirements**

**20** Did you complete Form 8867 based on information provided by the taxpayer or reasonably obtained by you? . . . . .  Yes  No

**21** Did you complete the EIC worksheet found in the Form 1040, 1040A, or 1040EZ instructions (or your own worksheet that provides the same information as the 1040, 1040A, or 1040EZ worksheet)? . . . . .  Yes  No

**22** Did you comply with the knowledge requirements? (To comply with the knowledge requirements, you must not know or have reason to know that any information used to determine the taxpayer's eligibility for, and the amount of, the EIC is incorrect. You may not ignore the implications of information furnished to or known by you, and you must make reasonable inquiries if the information furnished appears to be incorrect, inconsistent, or incomplete.) . . . . .  Yes  No

**23** Did you keep the following records?  
 • Form 8867 (or your own form or files),  
 • The EIC worksheet(s) or your own worksheet(s), and  
 • A record of how, when, and from whom the information used to prepare the form and worksheet(s) was obtained . . . . .  Yes  No

▶ If you checked "Yes" on lines 20, 21, 22, and 23, and keep the records described on line 23 for 3 years (see instructions), you have complied with all the due diligence requirements.

▶ If you checked "No" on line 20, 21, 22, or 23, you have not complied with all the due diligence requirements and may have to pay a \$100 penalty for each failure to comply.

Under penalties of perjury, I declare that I have examined the above information and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Spouse's signature. If joint return, BOTH must sign.	Date
Paid preparer's signature	Date		
	02-11-2009		

Resident Income Tax Return (long form)

IT-201

New York State • New York City • Yonkers
For the full year January 1, 2008, through December 31, 2008, or fiscal year beginning ...

For help completing your return, see the combined instructions, Form IT-150 and IT-201.

Important: You must enter your social security number(s) in the boxes to the right.

and ending ...

Personal information section including name (MANUEL JEREZ), spouse (MARIA JEREZ), mailing address (24-16 38TH AVE, LONG ISLAND CITY, NY 11101), apartment number (3C), and social security numbers.

- (A) Filing status - mark an X in one box: (1) Single, (2) Married filing joint return, (3) Married filing separate return, (4) Head of household, (5) Qualifying widow(er) with dependent child.

- (D) Have you underreported your tax due on past returns?
(E) Did you or your spouse maintain living quarters in NYC during 2008?
(F) NYC residents and NYC part-year residents only.

- (B) Did you itemize your deductions on your 2008 federal income tax return?
(C) Can you be claimed as a dependent on another taxpayer's federal return?

- (G) Enter your 2 digit special condition code if applicable.

Federal income and adjustments

Only full-year New York State residents may file this form. For lines 1 through 18 below, enter your income items and total adjustments as they appear on your federal return (see page 67). Also see page 67 instructions for showing a loss.

Table with 18 rows for federal income and adjustments, including wages, interest, dividends, and total federal adjusted gross income of 15,590.

You must file all four pages of this original scannable return with the Tax Department.



Enter your social security number

19 Enter the amount from line 18 on page 1. This is your federal adjusted gross income . . . . . 19. Dollars  
15,590.

**New York additions** (see page 68)

20 Interest income on state and local bonds and obligations (but not those of NY State or its local governments) . . . . . 20.  
 21 Public employee 414(h) retirement contributions from your wage and tax statements (see page 69) . . . . . 21.  
 22 New York's 529 college savings program distributions (see page 69) . . . . . 22.  
 23 Other (see page 70) Identify: . . . . . 23.  
 24 Add lines 19 through 23 . . . . . 24. 15,590.

**New York subtractions** (see page 73)

25 Taxable refunds, credits, or offsets of state and local income taxes (from line 4) . . . . . 25.  
 26 Pensions of NYS and local governments and the federal government (see page 73) . . . . . 26.  
 27 Taxable amount of social security benefits (from line 14) . . . . . 27.  
 28 Interest income on U.S. government bonds . . . . . 28.  
 29 Pension and annuity income exclusion (see page 73) . . . . . 29.  
 30 New York's 529 college savings program deduction/earnings . . . . . 30.  
 31 Other (see page 74) Identify: . . . . . 31.  
 32 Add lines 25 through 31 . . . . . 32.  
 33 Subtract line 32 from line 24. This is your New York adjusted gross income . . . . . 33. 15,590.

**Standard deduction or itemized deduction** (see page 78)

34 Enter your standard deduction (from the table below) or your itemized deduction (from the worksheet below). Mark an X in the appropriate box:  Standard ... or ...  Itemized 34. 15,000.

35 Subtract line 34 from line 33 (if line 34 is more than line 33, leave blank) . . . . . 35.  
 36 Dependent exemptions (not the same as total federal exemptions; see page 80) . . . . . 36. 590.  
1,000.

37 Subtract line 36 from line 35. This is your taxable income . . . . . 37.

**New York State standard deduction table**

**New York State itemized deduction worksheet**

Filing status (from the front page)	Standard deduction (enter on line 34 above)
(1) Single and you marked item C Yes . . . . .	\$ 3,000
(1) Single and you marked item C No . . . . .	7,500
(2) Married filing joint return . . . . .	15,000
(3) Married filing separate return . . . . .	7,500
(4) Head of household (with qualifying person) . . . . .	10,500
(5) Qualifying widow(er) with dependent child . . . . .	15,000

- a Medical and dental expenses (from federal Schedule A, line 4)
- a Taxes you paid (from federal Schedule A, line 9)
- b Taxes you paid (from federal Schedule A, line 9)
- b . . . . . b.
- c Interest you paid (from federal Schedule A, line 15) . . . . . c.
- c . . . . . c.
- d Gifts to charity (from federal Schedule A, line 19) . . . . . d.
- d . . . . . d.
- e Casualty and theft losses (from federal Schedule A, line 20) . . . . . e.
- e . . . . . e.
- f Job expenses and most other miscellaneous deductions (from federal Schedule A, line 27) . . . . . f.
- f . . . . . f.
- g Other miscellaneous deductions (from federal Schedule A, line 28) . . . . . g.
- g . . . . . g.
- h Enter amount from federal Schedule A, line 29 . . . . . h.
- h . . . . . h.
- i State, local, and foreign income taxes and other subtraction adjustments (see page 78) . . . . . i.
- i . . . . . i.
- j Subtract line i from line h . . . . . j.
- j . . . . . j.
- k Addition adjustments (see page 79) . . . . . k.
- k . . . . . k.
- l Add lines j and k . . . . . l.
- l . . . . . l.
- m Itemized deduction adjustment (see page 80) . . . . . m.
- m . . . . . m.
- n Subtract line m from line l . . . . . n.
- n . . . . . n.
- o College tuition itemized deduction (see Form IT-272) . . . . . o.
- o . . . . . o.
- p Add lines n and o. This is your New York State itemized deduction; enter on line 34 above . . . . . p.
- p . . . . . p.



**Tax computation, credits, and other taxes** (see page 81)

	Dollars
38 Enter the amount from line 37 on page 2. This is your taxable income . . . . .	38.
39 New York State tax on line 38 amount (see page 81 and Tax Computation on page 52) . . . . .	39.
40 New York State household credit	
(from table 1, 2, or 3 on pages 81 and 82) . . . . .	40.
41 Resident credit (attach Form IT-112-R or IT-112-C, or both; see page 82) . . . . .	41.
42 Other New York State nonrefundable credits	
(from Form IT-201-ATT, line 7; attach form) . . . . .	42.
43 Add lines 40, 41, and 42 . . . . .	90.
44 Subtract line 43 from line 39 (if line 43 is more than line 39, leave blank) . . . . .	44.
45 Net other New York State taxes (from Form IT-201-ATT, line 30; attach form) . . . . .	45.
46 Add lines 44 and 45. This is the total of your New York State taxes . . . . .	46.

**New York City and Yonkers taxes, credits, and tax surcharges**

47 New York City resident tax on line 38 amount (see page 82) . . . . .	47.	
48 New York City household credit (from table 4, 5, or 6 on page 83) . . . . .	48.	75.
49 Subtract line 48 from line 47 (if line 48 is more than line 47, leave blank) . . . . .	49.	
50 Part-year New York City resident tax (attach Form IT-360.1) . . . . .	50.	
51 Other New York City taxes (from Form IT-201-ATT, line 34; attach form) . . . . .	51.	
52 Add lines 49, 50, and 51 . . . . .	52.	
53 NY City nonrefundable credits (from Form IT-201-ATT, line 10; attach form) . . . . .	53.	
54 Subtract line 53 from line 52 (if line 53 is more than line 52, leave blank) . . . . .	54.	
55 Yonkers resident income tax surcharge (see page 84) . . . . .	55.	
56 Yonkers nonresident earnings tax (attach Form Y-203) . . . . .	56.	
57 Part-year Yonkers resident income tax surcharge (attach Form IT-360.1) . . . . .	57.	
58 Add lines 54 through 57. This is the total of your New York City and Yonkers taxes / surcharges . . . . .	58.	
59 Sales or use tax (See the instructions on page 85.) Do not leave line 59 blank . . . . .	59.	0.

See instructions beginning on pages 82, 83, and 84, to compute New York City and Yonkers taxes, credits, and tax surcharges.

**Voluntary contributions** (whole dollar amounts only; see page 86)

60a Return a Gift to Wildlife . . . . .	60a.	
60b Missing/Exploited Children Fund . . . . .	60b.	
60c Breast Cancer Research Fund . . . . .	60c.	
60d Alzheimer's Fund . . . . .	60d.	
60e Olympic Fund (\$2 or \$4; see page 86) . . . . .	60e.	
60f Prostate Cancer Research Fund . . . . .	60f.	
60g National 9/11 Memorial . . . . .	60g.	
60 Add lines 60a through 60g. This is your total voluntary contributions . . . . .	60.	
61 Add lines 46, 58, 59, and 60. This is your total New York State, New York City, and Yonkers taxes, sales or use tax, and voluntary contributions . . . . .	61.	



Enter your social security number

62 Enter the amount from line 61 on page 3. This is your total New York State, New York City, and Yonkers taxes, sales or use tax, and voluntary contributions . . . . . -62. Dollars

Payments and refundable credits (see page 87)

63 Empire State child credit (attach Form IT-213) . . . . . -63.
64 NYS/ NYC State child and dependent care credit (attach Form IT-216) . -64.
65 NY State earned income credit (EIC) (attach Form IT-215 or IT-209) . 65.
66 NY State noncustodial parent EIC (attach Form IT-209) . . . . . -66.
67 Real property tax credit (attach Form IT-214) . . . . . -67.
68 College tuition credit (attach Form IT-272) . . . . . -68.
69 NY City school tax credit (also complete (F) on page 1; see page 88) . -69.
70 NY City earned income credit (attach Form IT-215 or IT-209) . . . . . 70.
71 Other refundable credits (from Form IT-201-ATT, line 18; attach form) . . . . -71.
72 Total New York State tax withheld . . . . . -72.
73 Total New York City tax withheld . . . . . -73.
74 Total Yonkers tax withheld . . . . . -74.
75 Total estimated tax payments / Amount paid with Form IT-370 . . . . . -75.
76 Add lines 63 through 75. This is the total of your payments . . . . . -76.

875.
290.
146.
239.
161.

Forms IT-2 and/or IT-1099-R must be completed and attached to your return instead of federal Forms W-2 and/or 1099-R.
Staple them (and any other applicable forms) to the top of this page 4.
See Step 11 on page 94 for the proper assembly of your four-page return and all attachments.

1,711.

Your refund / amount overpaid (see page 90)

77 If line 76 is more than line 62, subtract line 62 from line 76 . . . . . -77.
78 Amount of line 77 that you want refunded to you. Complete line 82 . . . . . Refund 78.
79 Amount of line 77 that you want applied to your 2009 estimated tax (see instructions) . . . . . -79.

1,711.
1,711.

Amount you owe (see page 91)

80 If line 76 is less than line 62, subtract line 76 from line 62. Complete line 82 . . . . . Owe 80.
81 Estimated tax penalty (Include this amount on line 80 or reduce the overpayment on line 77; see page 91) . . . . . -81.

82 Account information (see page 92) Mark one: • Refund - Direct Deposit • Owe - Electronic funds withdrawal

82a Routing number: •

Electronic funds withdrawal effective date:

82b Account number: •

82c Account type: • Checking • Savings

Third - party designee? (see Print designee's name
instr.)
Yes No X E-mail:

Designee's phone number Personal identification number (PIN)

Paid preparer's use only

Sign your return here

Preparer's signature

Your signature

Date 02-11-2009

Preparer's SSN or PTIN P00612703

Employer identification number 11-3244779

Firm's name (or yours, if self-employed) MAZORRA BUSINESS SERVICES LTD

Mark an X if self-employed

Address 43-22 50TH STREET , SUITE 2A WOODSIDE NY 11377

Your occupation: • DISABLED
Spouse's signature (if joint return)
Spouse's occupation (if joint return): PACKING

E-mail: RMAZORRA@AOL.COM

Date E-mail:

Daytime phone number 718-729-5531

Mail your completed return and any attachments to: STATE PROCESSING CENTER, PO BOX 61000, ALBANY NY 12261-0001 For information about private delivery services, see page 38.

File all four pages of this original scannable return with the Tax Department.

2014081024



Claim for Earned Income Credit

Attach this form to Form IT-150, IT-201, or IT-203.

Name(s) as shown on return

MANUEL G & MARIA J JEREZ

Your social security number

- 1 Did you claim the federal earned income credit for 2008? If No, stop; you do not qualify for these credits
2 Is your investment income (see instructions) greater than \$2,950? If Yes, stop; you do not qualify for these credits
3 Have you already filed your 2008 New York State income tax return? If Yes, you must file an amended NYS return
4 Did you claim qualifying children on your 2008 federal Schedule EIC? If No, continue with line 5.

Table with columns: First name and middle initial, Last name, Relationship, Number of months lived with you, Full-time student, Person with disability, Social security number, Year of birth. Row 1: LUIS, JEREZ, SON, 12, X, 084-74-2972, 1988.

\* Mark an X in these boxes only if you checked Yes in the same box on your 2008 federal Schedule EIC (box 4a or 4b).

- 5 Is the IRS figuring your federal earned income credit (EIC) for you? If Yes, complete lines 6 through 9 (also lines 21, 23, and 24 if you are a part-year New York State resident, and line 28 if you are a part-year New York City resident).
6 Wages, salaries, tips, etc., from Worksheet A, line 3, on page 2 of the instructions, Form IT-215-I
7 If you received a taxable scholarship or fellowship grant, or if you were paid any amount as an inmate in a penal institution for work, or if you received an amount as a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, enter that amount here
8 Business income or loss (from your federal Form 1040 line instructions, Earned Income Credit Worksheet B, lines 1e, 2c, and 3)
9 Enter your federal adjusted gross income
10 Amount of federal EIC claimed
11 New York State earned income credit (NYS EIC) rate 30% (.30)
12 Tentative NYS EIC (multiply line 10 by line 11; see instructions)

If you are a Form IT-201 or Form IT-203 filer, complete Worksheet B on the back page before continuing.

- 13 Form IT-150 filers, copy the amount from Form IT-150, line 27. Form IT-201 and Form IT-203 filers, copy the amount from Worksheet B, line 5, on the back of this form
14 New York State household credit (from Form IT-150, line 28; Form IT-201, line 40; or Form IT-203, line 39)
15 Enter the smaller of line 13 or line 14
16 Allowable New York State earned income credit (subtract line 15 from line 12; see instructions)
17 If your New York State filing status is (3), Married filing separate return, complete line 17. The NYS EIC on line 16 above can be divided between spouses in any manner you wish. Enter on line 17 the amount of NYS EIC from line 16 you are claiming, and also enter your joint federal adjusted gross income below
Federal adjusted gross income (from federal Form 1040EZ, line 4; Form 1040A, line 22; or Form 1040, line 38)



**Part-year New York State resident earned income credit**

**Lines 18 through 26 apply only to part-year New York State residents claiming the New York State earned income credit.**

Dollars

- 18 Enter your New York State earned income credit (from line 16 or line 17) . . . . . 18.
- 19 Enter the amount from Form IT-203, line 42 . . . . . 19.
  - If line 19 is equal to or more than line 18, stop. You do not have excess New York State earned income credit.
  - If line 19 is less than line 18, continue on line 20 below.
- 20 Excess New York State earned income credit (subtract line 19 from line 18) . . . . . 20.
- 21 Enter the amount from Form IT-203-ATT, line 31 (If you do not have to file Form IT-203-ATT, leave blank and continue on line 22 below.) . . . . . 21.
  - If Form IT-215, line 21, is equal to or more than Form IT-215, line 20, stop. Do not continue with this computation. Enter the amount from line 20 above on Form IT-203-ATT, line 32.
  - If Form IT-215, line 21, is less than Form IT-215, line 20, enter the amount from line 20 above on Form IT-203-ATT, line 32, and continue on line 22 below.
- 22 Subtract line 21 from line 20. This is your remaining excess New York State earned income credit . . . . . 22.
- 23 Enter the amount from line 18, Column D, of the Part-year resident income allocation worksheet in your Form IT-203 instruction booklet . . . . . 23.
- 24 Enter the amount from line 18, Column A, of the Part-year resident income allocation worksheet in your Form IT-203 instruction booklet . . . . . 24.
- 25 Divide line 23 by line 24 (round the result to the fourth decimal place). This amount cannot exceed 100% (1.0000) . . . . . 25.
- 26 Multiply line 22 by line 25. Enter the result here and on Form IT-203-ATT, line 10. This is the refundable portion of your part-year New York State resident earned income credit . . . . . 26.

**New York City earned income credit (full-year and part-year New York City residents)**

- 27 From Worksheet C, New York City earned income credit, on page 3 of Form IT-215-I, Instructions for Form IT-215. Enter here and on Form IT-150, line 45; Form IT-201, line 70; or Form IT-203-ATT, line 11 Part-year New York City residents must also complete line 28 below. . . . . 27. 146.
- 28 Part-year New York City adjusted gross income: Enter the amounts from Form IT-360.1, line 20, columns A and B . . . . . -28A. 28B.

**Worksheet B (for Form IT-201 and Form IT-203 filers only)**

- 1 New York State tax (from Form IT-201, line 39, or Form IT-203, line 38) . . . . . 1.
- 2 Resident credit (from Form IT-201, line 41, or Form IT-203-ATT, line 1) . . . . . 2.
- 3 Accumulation distribution credit (from Form IT-201-ATT, line 1, or Form IT-203-ATT, line 2) . . . . . 3.
- 4 Add lines 2 and 3 . . . . . 4.
- 5 Subtract line 4 from line 1. (If line 4 is more than line 1, enter 0.) Enter here and on line 13 on the front of this form . . . . . 5.

2152081024



JANUARY 20, 2009

MANUEL G JEREZ  
2416 38TH AVE  
APT 3C  
LONG ISLAND CITY NY  
11101-3547



710 C M04

**FORM SSA-1099 - SOCIAL SECURITY BENEFIT STATEMENT**

**2008**

Part of your social security benefits as shown in box 5 may be taxable income for 2008. Use the figure from box 5 of this statement and the enclosed notice 703 from IRS to see if any part of your benefits may be taxable on your federal income tax return. Also see general information enclosed.

1. Name MANUEL G JEREZ		2. Social Security Number [REDACTED]	
3. Benefits for 2008 * \$ 18555.02		5. Net Benefits (box 3 - box 4) for 2008 \$ 15599.62	

Description of amount in box 3

Description of amount in box 4

PAID BY CHECK OR DIRECT DEPOSIT	\$ 9520.97
MEDICARE PART B PREMIUMS DEDUCTED FROM YOUR BENEFITS	1156.80
WORKERS' COMPENSATION OFFSET	2219.10
ATTORNEY FEES	2702.75
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS	2955.40
TOTAL ADDITIONS	\$ 18555.02
BENEFITS FOR 2008	\$ 18555.02

DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS	\$ 2955.40
BENEFITS REPAID TO SSA IN 2008	\$ 2955.40

8. Voluntary Federal Income Tax Withheld  
NONE

7. Address  
MANUEL G JEREZ  
2416 38TH AVE  
APT 3C  
LONG ISLAND CITY NY  
11101-3547

8. Claim Number  
(Use this number if you need to contact SSA.)  
[REDACTED]

\* BOX 3 INCLUDES  
\$3801.50 PAID IN 2008 FOR 2007  
\$3779.00 PAID IN 2008 FOR 2006  
\$837.07 PAID IN 2008 FOR 2005



# 2007 W-2 and EARNINGS SUMMARY

Visit the IRS Web Site at [www.irs.gov/efile](http://www.irs.gov/efile)

**W-2** Wage and Tax Statement **2007**

Control number 44442 Dept. 12/JAL Corp. 000210 Employer use only A 189

Employer's name, address, and ZIP code  
**JACMEL JEWELRY INC.**  
30-00 47TH AVENUE  
LONG ISLAND CITY NY 11101

Batch #00839

Employee's name, address, and ZIP code  
**MARIA J. JEREZ**  
4-16 38TH AVENUE  
APARTMENT # 3C  
LONG ISLAND CITY, NY 11101

Employer's FED ID number 13-2914325

Wages, tips, other comp. 16782.64

Social security wages 16782.64

Medicare wages and tips 16782.64

Social security tips

Advance EIC payment

Nonqualified plans

Other 31.20 SDI

State 13-2914325

State income tax 258.97

Local income tax 172.96

Locality name NYC RES

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

### 1. The following information reflects your final 2007 pay stub plus any adjustments submitted by your employer.

Gross Pay	16782.64	Social Security Tax Withheld Box 4 of W-2	1040.53	NY State Income Tax Box 17 of W-2	258.97
Fed. Income Tax Withheld Box 2 of W-2	101.31	Medicare Tax Withheld Box 6 of W-2	243.35	Local Income Tax Box 19 of W-2	172.96
				SUI/SDI Box 14 of W-2	31.20

### 2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	NY State Wages, Tips, Etc. Box 16 of W-2	NYC RES Local Wages, Tips, Etc. Box 18 of W-2
Gross Pay	16,782.64	16,782.64	16,782.64	16,782.64	16,782.64
Reported W-2 Wages	16,782.64	16,782.64	16,782.64	16,782.64	16,782.64

90

### 3. Employee W-4 Profile. To change your Employee W-4 Profile Information, file a new W-4 with your payroll.

**MARIA J. JEREZ**  
24-16 38TH AVENUE  
APARTMENT # 3C  
LONG ISLAND CITY, NY 11101

Social Security Number: 061-80-5764

Taxable Marital Status: MARRIED

Exemptions/Allowances:

FEDERAL: 3

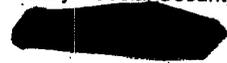
STATE: 3

LOCAL: 3

# FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

of your Social

**2007** • PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.  
 • SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name <b>MANUEL G JEREZ</b>		Box 2. Beneficiary's Social Security Number 
Box 3. Benefits Paid in 2007 <b>\$2,717.00</b>	Box 4. Benefits Repaid to SSA in 2007 <b>NONE</b>	Box 5. Net Benefits for 2007 (Box 3 minus Box 4) <b>\$2,717.00</b>

DESCRIPTION OF AMOUNT IN BOX 3	DESCRIPTION OF AMOUNT IN BOX 4										
<table> <tr><td>Paid by check or direct deposit</td><td>\$569.00</td></tr> <tr><td>Medicare Part B premiums deducted from your benefits</td><td>\$187.00</td></tr> <tr><td>Workers' compensation offset</td><td>\$1,961.00</td></tr> <tr><td>Total Additions</td><td>\$2,717.00</td></tr> <tr><td>Benefits for 2007</td><td>\$2,717.00</td></tr> </table>	Paid by check or direct deposit	\$569.00	Medicare Part B premiums deducted from your benefits	\$187.00	Workers' compensation offset	\$1,961.00	Total Additions	\$2,717.00	Benefits for 2007	\$2,717.00	<b>NONE</b>
Paid by check or direct deposit	\$569.00										
Medicare Part B premiums deducted from your benefits	\$187.00										
Workers' compensation offset	\$1,961.00										
Total Additions	\$2,717.00										
Benefits for 2007	\$2,717.00										
	Box 6. Voluntary Federal Income Tax Withheld <b>NONE</b>										
	Box 7. Address <b>MANUEL G JEREZ 2416 38TH AVE APT 3C LONG ISLAND CITY NY 11101-3547</b>										
	Box 8. Claim Number (Use this number if you need to contact SSA.) <b>071-74-3129A</b>										

C18498945-11010498933

C18498945-11010498933

Label

(See instructions on page 12.)

Use the IRS label.

Otherwise, please print or type.

For the year Jan. 1-Dec. 31, 2007, or other tax year beginning 2007, ending 20. OMB No. 1545-0074. Your first name and initial: MANUEL G, Last name: JEREZ. If a joint return, spouse's first name and initial: MARIA J, Last name: JEREZ. Home address: 24-16 38 AVE, Apt. no.: 3C. City: ASTORIA, State: NY, ZIP: 11101.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 12) [X] You [X] Spouse

Filing Status

1 [ ] Single, 2 [X] Married filing jointly (even if only one had income), 3 [ ] Married filing separately. Enter spouse's SSN above and full name here. 4 [ ] Head of household (with qualifying person). 5 [ ] Qualifying widow(er) with dependent child (see page 14).

Exemptions

6a [X] Yourself. If someone can claim you as a dependent, do not check box 6a. b [X] Spouse. c Dependents: (1) First name: LUIS G, Last name: JERES, (2) Dependent's social security number: [redacted], (3) Dependent's relationship to you: SON. d Total number of exemptions claimed: 3.

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 19.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2: 16,783. 8a Taxable interest: 8b Tax-exempt interest: 9a Ordinary dividends: 9b Qualified dividends: 10 Taxable refunds, credits, or offsets of state and local income taxes: 11 Alimony received: 12 Business income or (loss): 13 Capital gain or (loss): 14 Other gains or (losses): 15a IRA distributions: 15b Taxable amount: 16a Pensions and annuities: 16b Taxable amount: 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc.: 18 Farm income or (loss): 19 Unemployment compensation: 20a Social security benefits: 20b Taxable amount: 21 Other income: 22 Add the amounts in the far right column for lines 7 through 21. This is your total income: 16,783.

Adjusted Gross Income

23 Educator expenses: 24 Certain business expenses of reservists, performing artists, and fee-basis government officials: 25 Health savings account deduction: 26 Moving expenses: 27 One-half of self-employment tax: 28 Self-employed SEP, SIMPLE, and qualified plans: 29 Self-employed health insurance deduction: 30 Penalty on early withdrawal of savings: 31a Alimony paid b Recipient's SSN: 32 IRA deduction: 33 Student loan interest deduction: 34 Tuition and fees deduction: 35 Domestic production activities deduction: 36 Add lines 23 through 31a and 32 through 35: 37 Subtract line 36 from line 22. This is your adjusted gross income: 16,783.



**SCHEDULE EIC**  
(Form 1040A or 1040)

**Earned Income Credit**  
**Qualifying Child Information**

OMB No. 1545-0074

**2007**

Department of the Treasury  
Internal Revenue Service  
Name(s) shown on return

Complete and attach to Form 1040A or 1040  
only if you have a qualifying child.

Attachment  
Sequence No. **43**

**MANUEL G & MARIA J JEREZ**

Your social security number

**Before you begin:**

See the instructions for Form 1040A, lines 40a and 40b, or Form 1040, lines 66a and 66b, to make sure that (a) you can take the EIC, and (b) you have a qualifying child.

**CAUTION!**

- If you take the EIC even though you are not eligible, you may not be allowed to take the credit for up to 10 years. See instructions for details.
- It will take us longer to process your return and issue your refund if you do not fill in all lines that apply for each qualifying child.
- Be sure the child's name on line 1 and social security number (SSN) on line 2 agree with the child's social security card. Otherwise, at the time we process your return, we may reduce or disallow your EIC. If the name or SSN on the child's social security card is not correct, call the Social Security Administration at 1-800-772-1213.

**Qualifying Child Information**

**Child 1**

**Child 2**

1 Child's name <small>If you have more than two qualifying children, you only have to list two to get the maximum credit.</small>	First name	Last name	First name	Last name
		LUIS G	JERES	
2 Child's SSN <small>The child must have an SSN as defined on page 41 of the Form 1040A instructions or page 47 of the Form 1040 instructions unless the child was born and died in 2007. If your child was born and died in 2007 and did not have an SSN, enter "Died" on this line and attach a copy of the child's birth certificate.</small>	084-74-2972			
3 Child's year of birth <small>If born after 1988, skip lines 4a and 4b; go to line 5.</small>	Year <u>1988</u>		Year _____ <small>If born after 1988, skip lines 4a and 4b; go to line 5.</small>	
4 If the child was born before 1989- a Was the child under age 24 at the end of 2007 and a student?	<input checked="" type="checkbox"/> Yes. Go to line 5.	<input type="checkbox"/> No. Continue.	<input type="checkbox"/> Yes. Go to line 5.	<input type="checkbox"/> No. Continue.
b Was the child permanently and totally disabled during any part of 2007?	<input type="checkbox"/> Yes. Continue.	<input type="checkbox"/> No. The child is not a qualifying child.	<input type="checkbox"/> Yes. Continue.	<input type="checkbox"/> No. The child is not a qualifying child.
5 Child's relationship to you <small>(for example, son, daughter, grandchild, niece, nephew, foster child, etc.)</small>	SON			
6 Number of months child lived with you in the United States during 2007 <small>• If the child lived with you for more than half of 2007 but less than 7 months, enter "7." • If the child was born or died in 2007 and your home was the child's home for the entire time he or she was alive during 2007, enter "12."</small>	<u>12</u> months Do not enter more than 12 months.		_____ months Do not enter more than 12 months.	

**TIP**

You may also be able to take the additional child tax credit if your child (a) was under age 17 at the end of 2007, and (b) is a U.S. citizen or resident alien. For more details, see the instructions for line 41 of Form 1040A or line 68 of Form 1040.

IRS e-file Signature Authorization

Department of the Treasury Internal Revenue Service

Do not send to the IRS. This is not a tax return. Keep this form for your records. See instructions.

2007

Declaration Control Number (DCN) 00-116445-016518

Taxpayer's name MANUEL G JEREZ

Social security number

Spouse's name MARIA J JEREZ

Spouse's social security number

Part I Tax Return Information - Tax Year Ending December 31, 2007 (Whole Dollars Only)

Table with 5 rows: 1 Adjusted gross income (16,783), 2 Total tax, 3 Federal income tax withheld, 4 Refund (101), 5 Amount you owe (2,954)

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2007, and to the best of my knowledge and belief, it is true, correct, and complete.

Taxpayer's PIN: check one box only

[X] I authorize SALVATORE SALAMONE to enter or generate my PIN 01956 as my signature on my tax year 2007 electronically filed income tax return.

[ ] I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method.

Your signature Date 02-05-2008

Spouse's PIN: check one box only

[X] I authorize SALVATORE SALAMONE to enter or generate my PIN 01955 as my signature on my tax year 2007 electronically filed income tax return.

[ ] I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method.

Spouse's signature Date 02-05-2008

Practitioner PIN Method Returns Only - continue below

Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

116445-01955

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2007 electronically filed income tax return for the taxpayer(s) indicated above.

ERO's signature Date 02-05-2008

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

Resident Income Tax Return (short form)

New York State • New York City • Yonkers

Important: You must enter your social security number(s) in the boxes to the right.

APR 15 2007

Your first name and middle initial MANUEL Your last name (for a joint return, enter spouse's name on line below) G JEREZ

Spouse's first name and middle initial MARIA Spouse's last name J JEREZ

Mailing address (see instructions, page 15) (number and street or rural route) 24-16 38 AVE

City, village, or post office ASTORIA

State NY

Apartment number 3C

ZIP code 11101

Apartment number

Your social security number

Spouse's social security number

New York State county of residence

QUEE

School district name

QUEENS

School district code number

519

Permanent home address (see instructions, page 15) (number and street or rural route)

City, village, or post office

State NY

ZIP code

Decedent information

Taxpayer's date of death

Spouse's date of death

- (A) Filing status - mark an X in one box: (1) Single, (2) X Married filing joint return, (3) Married filing separate return, (4) Head of Household, (5) Qualifying widow(er) with dependent child

(C) Were you a New York City resident for all of 2007? (Part-year residents must file Form IT-201; see page 16.) Yes X No

(D) Can you be claimed as a dependent on another taxpayer's federal return? (see page 16) Yes No X

(E) Enter your 2 digit special condition code number if applicable (see page 16) If applicable, also enter your second 2-digit special condition code number

(B) If you do not need a NYS income tax forms packet mailed to you next year, mark an X in the box (see page 16) X

For help completing your return, see the combined instructions, Form IT-150/201-I, or the IT-RP-1 resident packet instructions.

Table with 3 columns: Line number, Description, and Dollars. Includes lines 1-25 for income and deductions, totaling taxable income of 16,000.783.

1501071024





Dollars

26	Taxable income (enter the amount from line 25 on the front page)	26.	783.
27	New York State tax on line 26 amount (see page 25 and Tax Computation on page 54)	27.	31.
28	New York State (NYS) household credit (from table 1, 2, or 3 on pages 25 and 26)	28.	90.
29	Subtract line 28 from line 27 (if line 28 is more than line 27, leave blank)	29.	
30	New York City (NYC) resident tax (see page 26)	30.	23
31	NYC household credit (from table 4, 5, or 6 on pages 26 and 27)	31.	75
32	Subtract line 31 from line 30 (if line 31 is more than line 30, leave blank)	32.	
33	Yonkers resident income tax surcharge (from Yonkers worksheet on page 27)	33.	
34	Yonkers nonresident earnings tax (attach Form Y-203)	34.	
35	Sales or use tax (See the instructions beginning on page 66. Do not leave line 35 blank.)	35.	0.
36	Voluntary contributions (whole dollar amounts only; see page 28)		
	Return a Gift to Wildlife 36a.	Missing/Exploited Children Fund 36b.	
	Breast Cancer Research Fund 36c.	Prostate Cancer Research Fund 36d.	
	Alzheimer's Fund 36e.	Olympic Fund 36f.	WTC Memorial Fund 36g.
		Total (add lines 36a through 36g)	36.
37	Add line 29 and lines 32 through 36		37.
38	Empire State child credit (attach Form IT-213)	38.	
39	NYS/NYC child and dependent care credit (attach Form IT-216)	39.	
40	NYS earned income credit (attach Form IT-215 or Form IT-209)	40.	
41	NYS noncustodial parent earned income credit (attach Form IT-209)	41.	825.
42	Real property tax credit (attach Form IT-214)	42.	
43	College tuition credit (attach Form IT-272)	43.	
44	NYC school tax credit	44.	290.
45	NYC earned income credit (attach Form IT-215 or Form IT-209)	45.	143.
46	Total New York State tax withheld	46.	259.
47	Total New York City tax withheld	47.	173.
48	Total Yonkers tax withheld	48.	
49	Total estimated tax payments / Amount paid with Form IT-370	49.	
50	Add lines 38 through 49	50.	
51	Amount overpaid - If line 50 is more than line 37, subtract line 37 from line 50	51.	1,690.
52	Amount of line 51 that you want refunded to you (for Direct deposit, complete line 56)	52.	1,690.
53	Estimated tax only - Amount of line 51 that you want applied to your 2008 estimated tax. (Do not include any amount that you claimed as a refund on line 52.)	53.	1,690.
54	Amount you owe - If line 50 is less than line 37, subtract line 50 from line 37. (For Payment options, see page 32; for Electronic funds withdrawal, complete line 56.)	54.	
55	Estimated tax penalty (Include this amount in line 54 or reduce the overpayment on line 51; see page 32.)	55.	

Forms IT-2 and/or IT-1099-R must be completed and attached to your return instead of the wage and tax statements provided by your employer. Staple them to the top of this page.

See the Step 11 instructions on page 35 for the proper assembly of your return and attachments.

56 Account information (see page 33) Mark one:  Refund - Direct deposit  Owe - Electronic funds withdrawal

56a Routing number  Electronic funds withdrawal effective date

56b Account number

56c Account type  Checking  Savings  No

Third-party designee Do you want to allow another person to discuss this return with the Tax Dept? (see page 34) Yes  (complete the following) No

Designee's name SALVATORE SALAMONE Designee's phone number 718-932-9326 Personal identification number (PIN) [Redacted]

▼ Paid preparer's use only ▼

▼ Taxpayer(s) sign here ▼

Preparer's signature

Your signature

▼ SSN or PTIN: P00173585

Employer identification number

01956 Your occupation • LABORER

Firm's name (or yours, if self-employed) SALVATORE SALAMONE

Spouse's signature and occupation (if joint return)

Address 37-06 30 AVE ASTORIA NY 11103

Mark an X if self-employed X

01955 CLERK Date 02-05-2008

▼ Daytime phone number

Date 02-05-2008

Mall your completed return and any attachments to:  
**STATE PROCESSING CENTER, PO BOX 61000, ALBANY NY 12261-0001.**  
 For information about private delivery services, see page 41.  
**Please file this original scannable return with the Tax Department.**



Claim for Earned Income Credit
New York State • New York City

Attach this form to Form IT-150, IT-201, or IT-203.

Important: You must enter your social security number(s) in the boxes to the right.

Your first name and middle initial: MANUEL
Your last name (for a joint claim, enter spouse's name on line below): G JEREZ
Spouse's first name and middle initial: MARIA
Spouse's last name: J JEREZ
Mailing address (number and street or rural route): 24-16 38 AVE
Apartment number: 3C
City, village, or post office: ASTORIA
State: NY
ZIP code: 11101

Your social security number
Spouse's social security number
New York State county of residence: QUEE

- 1 Did you claim the federal earned income credit for 2007? If No, stop; you do not qualify for these credits
2 Is your investment income (see instructions) greater than \$2,900? If Yes, stop; you do not qualify for these credits
3 Have you already filed your 2007 New York State income tax return? If Yes, you must file an amended NYS return
4 Did you claim qualifying children on your 2007 federal Schedule EIC? If No, continue with line 5.

Table with columns: First name and middle initial, Last name, Relationship, Number of months lived with you, Full-time student, Person with disability, Social security number, Year of birth. Row 1: LUIS, G JERES, SON, 12, X, [redacted], 1988

\* Mark an X in these boxes only if you checked Yes in the same box on your 2007 federal Schedule EIC (box 4a or 4b).

- 5 Is the IRS figuring your federal earned income credit (EIC) for you? If Yes, complete lines 6 through 9 (also lines 21, 23, and 24 if you are a part-year New York State resident, and line 28 if you are a part-year New York City resident).
6 Wages, salaries, tips, etc., from Worksheet A, line 3, on page 2 of the instructions, Form IT-215-I
7 If you received a taxable scholarship or fellowship grant, or if you were paid any amount as an inmate in a penal institution for work, or if you received an amount as a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, enter that amount here
8 Business income or loss (from your federal Form 1040 line instructions, Earned Income Credit Worksheet B, lines 1e, 2c, and 3)
9 Enter your federal adjusted gross income
10 Amount of federal EIC claimed (from federal Form 1040EZ, line 8a; Form 1040A, line 40a; or Form 1040, line 66a)
11 New York State earned income credit (NYS EIC) rate 30% (.30)
12 Tentative NYS EIC (multiply line 10 by line 11; see instructions)

If you are a Form IT-201 or Form IT-203 filer, complete Worksheet B on the back page before continuing.

- 13 Form IT-150 filers, copy the amount from Form IT-150, line 27. Form IT-201 and Form IT-203 filers, copy the amount from Worksheet B, line 5, on the back of this form
14 New York State household credit (from Form IT-150, line 28; Form IT-201, line 40; or Form IT-203, line 39)
15 Enter the smaller of line 13 or line 14
16 Allowable New York State earned income credit (subtract line 15 from line 12; see instructions)

Continued on the back page.



Safe, accurate, FAST! Use **IRSpaid** Visit the IRS Web Site at [www.irs.gov/efile](http://www.irs.gov/efile).

Employee Reference Copy  
**W-2** Wage and Tax Statement  
 Form No. 1546-0008  
 2006

Control number 044442 12/JAL 090210  
 Dept. 090210  
 Corp. A  
 Employer use only 191

c Employer's name, address, and ZIP code  
**JACMEL JEWELRY INC.**  
**30-00 47TH AVENUE**  
**LONG ISLAND CITY NY 11101**

Batch #00870

e/f Employee's name, address, and ZIP code  
**MARIA J. JEREZ**  
**24-16 38TH AVENUE**  
**APARTMENT # 3C**  
**LONG ISLAND CITY, NY 11101**

b Employer's FED ID number 13-2914325  
 d Employee's SSA number [REDACTED]

1	Wages, tips, other comp.	17394.92	2	Federal income tax withheld	90.74
3	Social security wages	17394.92	4	Social security tax withheld	1078.49
5	Medicare wages and tips	17394.92	6	Medicare tax withheld	252.23
7	Social security tips		8	Allocated tips	
9	Advance EIC payment		10	Dependent care benefits	
11	Nonqualified plans		12a	See instructions for box 12	
14	Other	31.20	12b		
		SDI	12c		
			12d		
15	State	NY	13	State empl. plan and party sick pay	
	Employer's state ID no.	13-2914325	16	State wages, tips, etc.	17394.92
17	State income tax	279.03	18	Local wages, tips, etc.	17394.92
19	Local income tax	185.73	20	Locality name	NYC RES

# 2006 W-2 and EARNINGS SUMMARY

This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

- The following information reflects your final 2006 pay stub plus any adjustments submitted by your employer.
 

Gross Pay	17394.92	Social Security Tax Withheld	Box 4 of W-2	1078.49	NY State Income Tax	Box 17 of W-2	279.03	
Fed. Income Tax Withheld	Box 2 of W-2	90.74	Medicare Tax Withheld	Box 6 of W-2	252.23	Local Income Tax	Box 18 of W-2	185.73
						SUI/SDI	Box 14 of W-2	31.20

- Your Gross Pay was adjusted as follows to produce your W-2 Statement.
 

Wages, Tips, other Compensation	Box 1 of W-2	17,394.92	Social Security Wages	Box 3 of W-2	17,394.92	Medicare Wages	Box 5 of W-2	17,394.92	NY State Wages, Tips, Etc.	Box 16 of W-2	17,394.92	Local Wages, Tips, Etc.	Box 18 of W-2	17,394.92
Gross Pay	Reported W-2 Wages	17,394.92			17,394.92			17,394.92			17,394.92			

- Employee W-4 Profile. To change your Employee W-4 Profile Information, file a new W-4 with your payroll dept.
 

Social Security Number	[REDACTED]
Taxable Marital Status:	MARRIED
Exemptions/Allowances:	
FEDERAL:	3
STATE:	3
LOCAL:	3

**MARIA J. JEREZ**  
**24-16 38TH AVENUE**  
**APARTMENT # 3C**  
**LONG ISLAND CITY, NY 11101**

Label

(See instructions on page 16.)

Use the IRS label.

Otherwise, please print or type.

For the year Jan. 1-Dec. 31, 2006, or other tax year beginning 2006, ending 20

Your first name and initial: MANUEL G Last name: JEREZ  
 If a joint return, spouse's first name and initial: MARIA J Last name: JEREZ

Home address (number and street): 24-16 38 AVE Apt. no.: 3C  
 City, town or post office, state, and ZIP code: ASTORIA NY 11101

Your social security number: [REDACTED]  
 Spouse's social security number: [REDACTED]

You must enter your SSN(s) above.

Checking a box below will not change your tax or refund.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16)

You  Spouse

Filing Status

1  Single  
 2  Married filing jointly (even if only one had income)  
 3  Married filing separately. Enter spouse's SSN above and full name here.  
 4  Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here.  
 5  Qualifying widow(er) with dependent child (see page 17)

Exemptions

6a  Yourself. If someone can claim you as a dependent, do not check box 6a

b  Spouse

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see pg19)
LUIS G	JERES	[REDACTED]	SON	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

d Total number of exemptions claimed: 3

Boxes checked on 6a and 6b: 2  
 No. of children on 6c who:  
 • lived with you: 1  
 • did not live with you due to divorce or separation (see page 20): 0  
 Dependents on 6c not entered above: 0  
 Add numbers on lines above: 3

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 23.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2: 17,395

8a Taxable interest. Attach Schedule B if required: 8a

b Tax-exempt interest. Do not include on line 8a: 8b

9a Ordinary dividends. Attach Schedule B if required: 9a

b Qualified dividends (see page 23): 9b

10 Taxable refunds, credits, or offsets of state and local income taxes (see page 24): 10

11 Alimony received: 11

12 Business income or (loss). Attach Schedule C or C-EZ: 12

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here: 13

14 Other gains or (losses). Attach Form 4797: 14

15a IRA distributions: 15a

b Taxable amount (see page 25): 15b

16a Pensions and annuities: 16a

b Taxable amount (see page 26): 16b

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E: 17

18 Farm income or (loss). Attach Schedule F: 18

19 Unemployment compensation: 19

20a Social security benefits: 20a

b Taxable amount (see page 27): 20b

21 Other income: 21

22 Add the amounts in the far right column for lines 7 through 21. This is your total income: 17,395

23 Archer MSA deduction. Attach Form 8853: 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ: 24

25 Health savings account deduction. Attach Form 8889: 25

26 Moving expenses. Attach Form 3903: 26

27 One-half of self-employment tax. Attach Schedule SE: 27

28 Self-employed SEP, SIMPLE, and qualified plans: 28

29 Self-employed health insurance deduction (see page 29): 29

30 Penalty on early withdrawal of savings: 30

31a Alimony paid b Recipient's SSN: 31a

32 IRA deduction (see page 31): 32

33 Student loan interest deduction (see page 33): 33

34 Jury duty pay you gave to your employer: 34

35 Domestic production activities deduction. Attach Form 8903: 35

36 Add lines 23 through 31a and 32 through 35: 36

37 Subtract line 36 from line 22. This is your adjusted gross income: 17,395

Adjusted Gross Income



Form **8879**

Department of the Treasury  
Internal Revenue Service

# IRS e-file Signature Authorization

- ▶ Do not send to the IRS. This is not a tax return.
- ▶ Keep this form for your records. See instructions.

OMB No. 1545-0074

**2006**

Declaration Control Number (DCN) ▶ **00-116445-010227**

Taxpayer's name  
**MANUEL G JEREZ**

Social security number

Spouse's name  
**MARIA J JEREZ**

Spouse's social security number

## Part I Tax Return Information - Tax Year Ending December 31, 2006 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	17,395
2	Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 11)	2	
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3	91
4	Refund (Form 1040, line 74a; Form 1040A, line 45a; Form 1040EZ, line 12a; Form 1040EZ-T, line 1a)	4	2,798
5	Amount you owe (Form 1040, line 76; Form 1040A, line 47; Form 1040EZ, line 13)	5	

## Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return or request for refund and accompanying schedules and statements for the tax year ending December 31, 2006, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return or request for refund. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return or request to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return or request for refund and, if applicable, my Electronic Funds Withdrawal Consent.

### Taxpayer's PIN: check one box only

I authorize SALVATORE SALAMONE to enter or generate my PIN 01956  
ERO firm name do not enter all zeros  
as my signature on my tax year 2006 electronically filed income tax return or request for refund.

I will enter my PIN as my signature on my tax year 2006 electronically filed income tax return or request for refund. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ **02-08-2007**

### Spouse's PIN: check one box only

I authorize SALVATORE SALAMONE to enter or generate my PIN 01955  
ERO firm name do not enter all zeros  
as my signature on my tax year 2006 electronically filed income tax return or request for refund.

I will enter my PIN as my signature on my tax year 2006 electronically filed income tax return or request for refund. Check this box only if you are entering your own PIN and your return or request is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ **02-08-2007**

## Practitioner PIN Method Returns Only - continue below

### Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

116445-01955  
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2006 electronically filed income tax return or request for refund for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**ERO Must Retain This Form - See Instructions**  
**Do Not Submit This Form to the IRS Unless Requested To Do So**

New York State Department of Taxation and Finance
Resident Income Tax Return (short form)

New York State • New York City • Yonkers

Important: You must enter your social security number(s) in the boxes to the right.

Attachment label

Your first name and middle initial

MANUEL

Your last name (for a joint return, enter spouse's name on line below)

G JEREZ

Spouse's first name and middle initial

MARIA

Spouse's last name

J JEREZ

Mailing address (see instructions, page 15) (number and street or rural route)

24-16 38 AVE

Apartment number

3C

City, village, or post office

ASTORIA

State

NY

ZIP code

11101

Permanent home address (see instructions, page 15) (number and street or rural route)

City, village, or post office

State

NY

ZIP code

Decedent information

Taxpayer's date of death

Spouse's date of death

School district code number . . . . . 519

New York State county of residence

QUEE

School district name

QUEENS

- (A) Filing status - mark an X in one box: (1) Single, (2) X Married filing joint return, (3) Married filing separate return, (4) Head of Household, (5) Qualifying widow(er) with dependent child

(C) Were you a New York City resident for all of 2006? (Part-year residents must file Form IT-201; see page 16.) . . . . . Yes X No

(D) Can you be claimed as a dependent on another taxpayer's federal return? (see page 16) . . . . . Yes No X

(E) Enter your 2-digit special condition number if applicable (see page 16) . . . . . If applicable, also enter your second 2-digit special condition number . . . . .

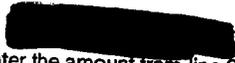
(B) If you do not need a NYS income tax forms packet mailed to you next year, mark an X in the box (see page 16) . . . . . X

For help completing your return, see the combined instructions, Form IT-150/201-I, or the IT-RP-1 resident packet instructions.

Table with 5 columns: Line number, Description, Amount, and Total. Includes lines 1-25 for income, deductions, and taxable income.



IT-150 (2006)



Dollars

26	Taxable income (enter the amount from line 25 on the front page)	26.	
27	New York State tax on line 26 amount (see page 25 and Tax Computation on page 54)	27.	1,395.
28	New York State (NYS) household credit (from table 1, 2, or 3 on pages 25 and 26)	28.	55.
29	Subtract line 28 from line 27 (if line 28 is more than line 27, leave blank)	29.	90.
30	New York City (NYC) resident tax (see page 26)	30.	
31	NYC household credit (from table 4, 5, or 6 on pages 26 and 27)	31.	40.
32	Subtract line 31 from line 30 (if line 31 is more than line 30, leave blank)	32.	75.
33	Yonkers resident income tax surcharge (from Yonkers worksheet on page 27)	33.	
34	Yonkers nonresident earnings tax (attach Form Y-203)	34.	
35	Sales or use tax (See the instructions beginning on page 66. Do not leave line 35 blank.)	35.	
36	Voluntary contributions (whole dollar amounts only; see page 28)		0.
	Return a Gift to Wildlife 36a.	Missing/Exploited Children Fund 36b.	
	Breast Cancer Research Fund 36c.	Prostate Cancer Research Fund 36d.	
	Alzheimer's Fund 36e.	Olympic Fund 36f.	
		WTC Memorial Fund 36g.	
		Total (add lines 36a through 36g)	36.
37	Add line 29 and lines 32 through 36	37.	
38	Empire State child credit (attach Form IT-213)	38.	
39	NYS child and dependent care credit (attach Form IT-216)	39.	
40	NYS earned income credit (attach Form IT-215 or Form IT-209)	40.	
41	NYS noncustodial parent earned income credit (attach Form IT-209)	41.	742.
42	Real property tax credit (attach Form IT-214)	42.	
43	College tuition credit (attach Form IT-272)	43.	
44	NYC school tax credit	44.	
45	NYC earned income credit (attach Form IT-215 or Form IT-209)	45.	230.
46	Total New York State tax withheld	46.	133.
47	Total New York City tax withheld	47.	279.
48	Total Yonkers tax withheld	48.	186.
49	Total estimated tax payments / Amount paid with Form IT-370	49.	
50	Add lines 38 through 49	50.	
51	If line 50 is more than line 37, subtract line 37 from line 50	51.	1,570.
52	Amount of line 51 that you want refunded to you (for Direct deposit, complete line 56)	52.	1,570.
53	Estimated tax only - Amount of line 51 that you want applied to your 2007 estimated tax. (Do not include any amount that you claimed as a refund on line 52.)	53.	1,570.
54	Amount you owe - If line 50 is less than line 37, subtract line 50 from line 37. (For payment options, see page 32; for Electronic funds withdrawal, complete line 56.)	54.	
55	Estimated tax penalty (Include this amount in line 54 or reduce the overpayment on line 51; see page 32.)	55.	

Forms IT-2 and/or IT-1099-R must be completed and attached to your return instead of the wage and tax statements provided by your employer. Staple them to the top of this page.

See the Step 11 instructions on page 35 for the proper assembly of your return and attachments.

56 Account information (see page 33) Mark one:  Refund - Direct deposit  Owe - Electronic funds withdrawal

a Routing number :  
b Account number :

c Account type :  Checking :  Savings

Third-party designee Do you want to allow another person to discuss this return with the Tax Dept? (see page 34) Yes  No

Designee's name SALVATORE SALAMONE

Designee's phone number 718-932-9326

Personal identification number (PIN) 01955

▼ Paid preparer's use only ▼

▼ Taxpayer(s) sign here ▼

Preparer's signature

▶116445-01955

Your signature

▶01956

▼ SSN or PTIN:

Employer identification number

Your occupation LABORER

Firm's name (or yours, if self-employed)

SALVATORE SALAMONE

Spouse's signature and occupation (if joint return)

01955

Address

37-06 30 AVE  
ASTORIA NY 11103

Mark an X if self-employed X

CLERK

Date 02-08-2007

▼ Daytime phone number

Mail your completed return and any attachments to:  
STATE PROCESSING CENTER, PO BOX 61000, ALBANY NY 12261-0001.  
For information about private delivery services, see page 41.

Please file this original scannable return with the Tax Department.

1502061024



2006

New York State Department of Taxation and Finance

# Claim for Earned Income Credit

New York State • New York City

IT-215

**Important:** You must enter your social security number(s) in the boxes to the right.

Your first name and middle initial

MANUEL

Your last name (for a joint claim, enter spouse's name on line below)

G JEREZ

Your social security number

Spouse's first name and middle initial

MARIA

Spouse's last name

J JEREZ

Spouse's social security number

Mailing address (number and street or rural route)

24-16 38 AVE

Apartment number

3C

New York State county of residence

QUEE

City, village, or post office

ASTORIA

State

NY

ZIP code

11101

- 1 Did you claim the federal earned income credit for 2006? If **No**, stop; you do not qualify for these credits . . . . . 1. Yes  No
- 2 Is your investment income (see Instructions) greater than \$2,800? If **Yes**, stop; you do not qualify for these credits . . . . . 2. Yes No
- 3 Have you already filed your 2006 New York State income tax return? If **No**, you must file this claim with a return . . . . . 3. Yes No
- 4 Did you claim qualifying children on your 2006 federal Schedule EIC? If **No**, continue with line 5.  
If **Yes**, in the spaces below, list up to two of the same children you claimed on federal Schedule EIC . . . . . 4. Yes  No  
If you claimed more than two, see instructions.

First name and middle initial	Last name	Relationship	Number of months lived with you	Full-time student*	Person with disability*	Social security number	Year of birth
LUIS	G JERES	SON	12			[REDACTED]	1988

\* Mark an **X** in these boxes **only** if you checked **Yes** in the same box on your 2006 federal Schedule EIC (box 4a or 4b).

- 5 Is the IRS figuring your federal earned income credit (EIC) for you? If **Yes**, complete lines 6 through 9 (also lines 21, 23, and 24 if you are a part-year New York State resident, and line 28 if you are a part-year New York City resident). The Tax Department will compute your New York State and, if applicable, your New York City earned income credit for you. If **No**, complete lines 6 through 17 (and lines 18 through 26 if you are a part-year New York State resident). New York City residents must complete the **New York City Earned Income Credit Worksheet** on page 3 of Form IT-215-I. Part year New York City residents must also complete line 28 on the back of this claim form . . . . . 5. Yes No
- 6 Wages, salaries, tips, etc., from **Worksheet A**, line 3, on page 2 of the instructions, Form IT-215-I . . . . . 6. **Dollars** 17,395.
- 7 If you received a taxable scholarship or fellowship grant, or if you were paid any amount as an inmate in a penal institution for work, or if you received an amount as a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, enter that amount here (see instructions) . . . . . 7.
- 8 Business income or loss (from your federal Form 1040 line instructions, Earned Income Credit Worksheet B, lines 1e, 2c, and 3) . . . . . 8.  
  - Employer identification number (see instructions) . . . . .
  - Mark an **X** in the applicable box: . . . . . The amount on line 8 above is a • profit or : loss
- 9 Enter your federal adjusted gross income (from federal Form 1040EZ, line 4; Form 1040A, line 22; or Form 1040, line 38) . . . . . 9. 17,395.
- 10 Amount of federal EIC claimed (from federal Form 1040EZ, line 8a; Form 1040A, line 40a; or Form 1040, line 66a. Federal alternative minimum tax filers - see instructions) . . . . . 10. 2,657.
- 11 New York State earned income credit (NYS EIC) rate 30% (.30) . . . . . 11. .30
- 12 Tentative NYS EIC (multiply line 10 by line 11; see instructions) . . . . . 12. 797.

If you are a Form IT-201 or Form IT-203 filer, complete **Worksheet B** on the back page before continuing.

- 13 Form IT-150 filers, copy the amount from Form IT-150, line 27. Form IT-201 and Form IT-203 filers, copy the amount from Worksheet B, line 5, on the back of this form . . . . . 13. 55.
- 14 New York State household credit (from Form IT-150, line 28; Form IT-201, line 40; or Form IT-203, line 39) . . . . . 14. 90.
- 15 Enter the smaller of line 13 or line 14 . . . . . 15. 55.
- 16 Allowable New York State earned income credit (subtract line 15 from line 12) . . . . . 16. 742.

Continued on the back page.

Please file this original scannable form with the Tax Department.

2151061024



17 If your New York State filing status is (3), Married filing separate return, complete line 17. The NYS EIC on line 16 on the front page can be divided between spouses in any manner you wish. Enter on line 17 the amount of NYS EIC from line 16 you are claiming, and also enter your joint federal adjusted gross income below

Dollars

- federal adjusted gross income (from federal Form 1040EZ, line 4; Form 1040A, line 22; or Form 1040, line 38)

Part-year New York State resident earned income credit

Lines 18 through 26 apply only to part-year New York State residents claiming the New York State earned income credit.

- 18 Enter your New York State earned income credit (from line 16 on the front page, or from line 17 above)
19 Enter the amount from Form IT-203, line 42
20 Excess New York State earned income credit (subtract line 19 from line 18)
21 Enter the amount from Form IT-203-ATT, line 31 (If you do not have to file Form IT-203-ATT, leave blank and continue on line 22 below.)
22 Subtract line 21 from line 20. This is your remaining excess New York State earned income credit
23 Enter the amount from line 18, Column D, of the Part-year resident income allocation worksheet in your Form IT-203 instruction booklet
24 Enter the amount from line 18, Column A, of the Part-year resident income allocation worksheet in your Form IT-203 instruction booklet
25 Divide line 23 by line 24 (round the result to the fourth decimal place). This amount cannot exceed 100% (1.0000)
26 Multiply line 22 by line 25. Enter the result here and on Form IT-203-ATT, line 10. This is the refundable portion of your part-year New York State resident earned income credit

New York City earned income credit (full-year and part-year New York City residents)

- 27 From Worksheet C, New York City earned income credit, on page 3 of Form IT-215-I, Instructions for Form IT-215. Enter here and on Form IT-150, line 45; Form IT-201, line 70; or Form IT-203-ATT, line 11
28 Part-year New York City adjusted gross income: (see instructions) Enter the amounts from Form IT-360.1, line 20, columns A and B

133.

Worksheet B (for Form IT-201 and Form IT-203 filers only)

- 1 New York State tax (from Form IT-201, line 39, or Form IT-203, line 38)
2 Resident credit (from Form IT-201, line 41, or Form IT-203-ATT, line 1)
3 Accumulation distribution credit (from Form IT-201-ATT, line 1, or Form IT-203-ATT, line 2)
4 Add lines 2 and 3
5 Subtract line 4 from line 1. (If line 4 is more than line 1, enter 0.) Enter here and on line 13 on the front of this form

Paid preparer's use only

Taxpayer(s) sign here

Preparer's signature

Your signature

116445-01955

01956

SSN or PTIN:

Employer identification number

Your occupation LABORER

Firm's name (or yours, if self-employed)

Spouse's signature and occupation (if joint claim)

SALVATORE SALAMONE

01955

Address

Mark an X if self-employed X

CLERK

37-06 30 AVE

Date

Date 02-08-2007

ASTORIA NY 11103

Daytime phone number

2152061024



# W-2 Detail Listing

Name(s) as shown on return

**MANUEL G & MARIA J JEREZ**

Social Security No. [REDACTED]

T/S	Employer Name	FEDERAL			STATE			CITY/LOCAL		
		Gross	W/H	STATE CODE	Gross	W/H	STATE CODE	Gross	W/H	CITY CODE
S	JACMEL JEWELRY INC	17,395	91	NY	17,395	279	NYC	17,395	186	
	Taxpayer Totals									
	Spouse Totals	17,395	91		17,395	279		17,395	186	
	Totals	17,395	91		17,395	279		17,395	186	

**\*64-08 Consent Calendar**

Resolution requesting discussion and update from the Police Chief or designee on quality of life matters being addressed by the Strategic Enforcement Team at each monthly committee meeting.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: August 3, 2009**

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

**\*64-08 Consent Calendar**

Resolution to include in each regular monthly committee meeting, a discussion and update from the Police Chief or designee on quality of life matters being addressed by the Strategic Enforcement Team and other initiatives.

**Whereas**, City Council Members are accountable to their constituents for addressing concerns that affect their quality of life.

**Whereas**, the Bridgeport Police Department, initially through the Neighborhood Enforcement Team and now through the Strategic Enforcement Team are addressing quality of life issues; Now, Therefore, be it

**Resolved**, that a discussion with and update from the Police Chief or his designee on efforts to address quality of life matters be included in each regular monthly meeting of the Public Safety and Transportation Committee beginning with the meeting on March 3, 2009.

Respectfully submitted,

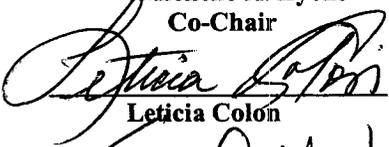
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

\_\_\_\_\_  
Maria I. Valle  
Co-Chair

\_\_\_\_\_  
Richard Bonney

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

\_\_\_\_\_  
Michelle A. Lyons  
Co-Chair

  
Leticia Colon

  
Angel dePara

\_\_\_\_\_  
Andre F. Baker, Jr.

**\*120-08 Consent Calendar**

Resolution to request weekly update report of Anti-Blight actions.

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**Report  
of  
Committee  
on  
Public Safety and Transportation**

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**Submitted: August 3, 2009**

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

## **\*120-08 Consent Calendar**

Whereas, Chapter 8.76 of the Bridgeport Code of Ordinances details the mission and general guidelines of the City of Bridgeport Anti-Blight Program; and

Whereas, the existence of poorly maintained, vacant and blighted properties is recognized to contribute to the decline of neighborhoods and adversely affects the economic wellbeing of the City of Bridgeport; and

Whereas, the Office of Neighborhood Revitalization is assigned the task of organizing and tracking the necessary anti-blight initiatives, including reporting and enforcement; Now, Therefore be it

Resolved that the Office of Neighborhood Revitalization provide access to current tracking reports of all properties to the City Council Members, displaying the status of anti-blight action, including the violation and record of reporting, inspection, enforcement and other pertinent information; and be it further

Resolved that the Office of Neighborhood Revitalization be assisted by the Office of Legislative Services and all appropriate local municipal enforcement departments in implementing a clearly defined process and set of operational procedures addressing the reporting, tracking and enforcement functions of the City's Anti-Blight Initiative.



Report of Committee on Public Safety and Transportation  
\*120-08 Consent Calendar

-2-

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

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**Maria I. Valle**  
Co-Chair

---

**Richard Bonney**

---

**Howard Austin, Sr.**

---

**Michelle A. Lyons**  
Co-Chair

*Leticia Colon*  

---

**Leticia Colon**

*Angel dePara Jr*  

---

**Angel dePara**

---

**Andre F. Baker, Jr.**

City Council Date: August 3, 2009

**\*128-08 Consent Calendar**

Grant Submission: UASI 2009 to the U.S. Department of Homeland Security.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: August 3, 2009**

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

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

*Archie A. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

## **\*128-08 Consent Calendar**

**Whereas**, the City of Bridgeport desires funding to strengthen interoperable communications across all jurisdictions and disciplines within the Region I Urban Area; and

**Whereas**, the State of Connecticut Department of Emergency and Homeland Security has encouraged municipalities such as Bridgeport which are located within the Region I Urban Area to submit applications to the U.S. Department of Homeland Security for this purpose; and

**Whereas**, the purpose of this grant application is to provide funds for the installation of additional transceiver points to the existing radio towers within the region to add redundancy and link first responders, Emergency Operations Centers, Public Safety Answering Points and every mobile unit throughout the region; and

**Whereas**, it is desirable and in the public interest that on behalf of Region I, the City of Bridgeport submit a UASI 2009 application to the U.S. Department of Homeland Security for an amount not to exceed \$3,088,030 to enhance the region's interoperable communications systems.

### **Now, Therefore, Be It Resolved by the City Council:**

1. That it is cognizant of the grant application from the City of Bridgeport to the U.S. Department of Homeland Security for interoperable communications planning and equipment; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designees to execute and file such application with the U.S. Department of Homeland Security, 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 Public Safety and Transportation  
\*128-08 Consent Calendar

-2-

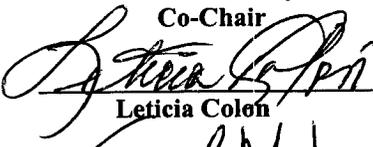
Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

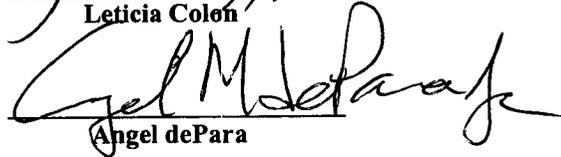
\_\_\_\_\_  
Maria I. Valle  
Co-Chair

\_\_\_\_\_  
Richard Bonney

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

\_\_\_\_\_  
Michelle A. Lyons  
Co-Chair

  
\_\_\_\_\_  
Leticia Colon

  
\_\_\_\_\_  
Angel dePara

\_\_\_\_\_  
Andre F. Baker, Jr.

City Council Date: August 3, 2009

**\*134-08 Consent Calendar**

Grant Submission: re: State of Connecticut OPM  
Recovery Act - CT JAG Local Pass Through Program.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: August 3, 2009**

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

## **\*134-08 Consent Calendar**

**Whereas**, the State of Connecticut Office of Policy and Management, Criminal Justice Policy and Planning Division, is authorized to extend financial assistance to municipalities in the form of grants; and

**Whereas**, this funding has been made possible through the Recovery Act – CT JAG Connecticut Local Pass – Through JAG Program; and

**Whereas**, the City of Bridgeport will expend funds to improve and enhance law enforcement and crime prevention programs; and

**Whereas**, funds under this grant may be used toward various law enforcement initiatives that include equipment, training and programs that prevent crime, improve quality of life, and reduce violence; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport, submit an application to the State of Connecticut Office of Policy Management, Criminal Justice Policy and Planning Division in an amount not to exceed \$100,000; 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 Office of Policy and Management, Criminal Justice Policy and Planning Division for funds to address law enforcement and crime prevention and intervention within the City of Bridgeport; 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 Office of Policy and Management, Criminal Justice Policy and Planning Division to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program; and be it further

**Resolved**, that the Committee recommends and requests that the grants office provide a written report as to the intended usages of the grant funds, once that information is determined.



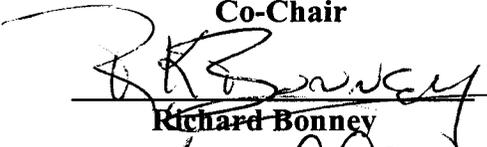
Report of Committee on Public Safety and Transportation  
\*134-08 Consent Calendar

-2-

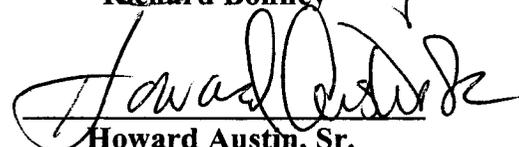
Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

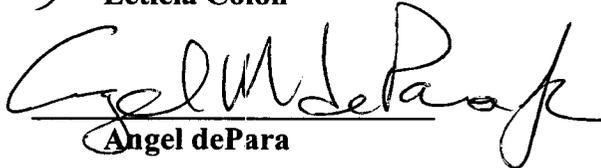
\_\_\_\_\_  
**Maria I. Valle**  
Co-Chair

\_\_\_\_\_  
**Michelle A. Lyons**  
Co-Chair

  
\_\_\_\_\_  
**Richard Bonney**

  
\_\_\_\_\_  
**Leticia Colon**

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

  
\_\_\_\_\_  
**Angel dePara**

  
\_\_\_\_\_  
**Andre F. Baker, Jr.**

City Council Date: August 3, 2009

**\*130-08 (PHO) Consent Calendar**

Public Hearing Ordered for September 8, 2009 re:  
Disposition of City Owned Properties to the United  
Cerebral Palsy Association (UCPA).

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**Report  
of  
Committee  
on  
ECB & Environment**

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Submitted: August 3, 2009

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:*

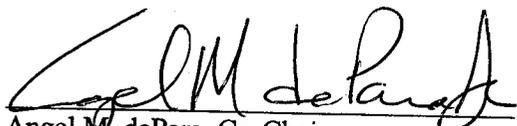
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*130-08 (PHO) Consent Calendar**

**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Tuesday evening, September 8, 2009 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned Properties to the United Cerebral Palsy Association (UCPA):

- 560 Norman Street (1132-09)
- 76 White Street (1809-05)
- 491 Shelton Street (1736-05)

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

  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*133-08 Consent Calendar**

Consolidated Plan for Housing and Community  
Development Program Year 35 Annual Action Plan:  
Homelessness Prevention and Rapid Re-Housing  
Program-Recovery Act.

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: August 3, 2009

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:

**\*133-08 Consent Calendar**

## **HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM RECOVERY ACT 2009**

### **RESOLUTION**

**WHEREAS**, the City of Bridgeport, Connecticut submitted its Annual Action Plan for PY 35 and its application for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)-Recovery Act 2009 on May 15, 2009 to the U.S. Department of Housing & Urban Development and the HPRP application was for the \$1,351,004 which the City Council approved; and

**WHEREAS**, the City's application detailed the Request for Qualifications process which the City would conduct in order to select the eligible providers who meet the established criteria for undertaking the HPRP Program; and

**WHEREAS**, the HPRP funds have a strict timetable which the City must meet and all funds must be awarded and contracts executed with the successful applicants prior to September 30, 2009 or the City of Bridgeport will lose these funds; Now, Therefore, be it

**RESOLVED**, that the Mayor of the City of Bridgeport and/or the designated individual is hereby authorized and empowered to enter into agreements with the attached list of eligible providers in the amounts stated for the Homelessness Prevention and Rapid Re-Housing Program for the City.



Report of Committee on ECD and Environment  
\*133-08 Consent Calendar

-2-

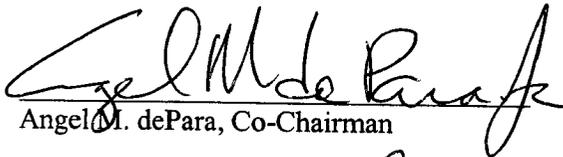
- CCCYMCA Alpha Community Services \$ 670,800  
387 Clinton Avenue  
Bridgeport, CT 06605
- Operation Hope \$ 328,614  
636 Old Post Road  
Fairfield, CT 06824
- Connecticut Legal Services, Inc. \$ 115,000  
211 State Street  
Bridgeport, CT 06604
- Fairfield 08 \$ 103,000  
387 Clinton Avenue  
Bridgeport, CT 06605
- United Way of Costal Fairfield County \$ 55,000  
75 Washington Avenue  
Bridgeport, CT 06604
- Connecticut Coalition to End Homelessness \$ 54,040  
77 Buckingham Street  
Hartford, CT 06106
- City of Bridgeport Program Administration \$ 24,550



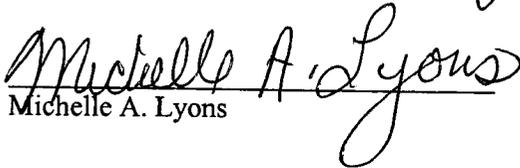
Report of Committee on ECD and Environment  
\*133-08 Consent Calendar

-3-

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

  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*137-08 CONSENT CALENDAR**

**Collective Bargaining Agreement:  
Laborers International Union of North America  
(LIUNA) July 1, 2009 thru June 30<sup>th</sup>, 2013.**

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**Report  
of  
Committee  
on  
Contracts**

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**Submitted: August 3, 2009**

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

*Scott A. Wilson*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

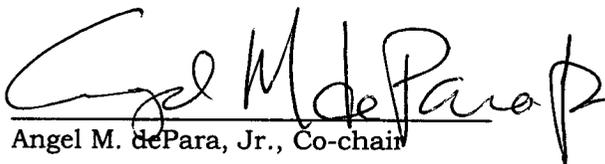
*To the City Council of the City of Bridgeport.*

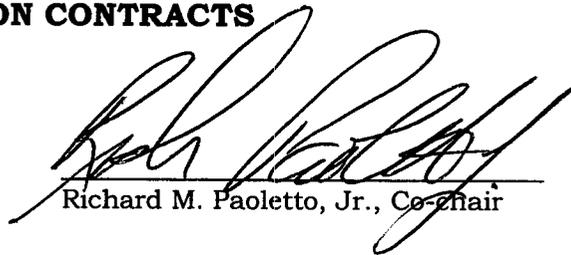
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

## **\*137-08 CONSENT CALENDAR**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and the Laborers International Union of North American (LIUNA) for the period of July 1, 2009 and June 30, 2013 be and it hereby is, in all respects, approved, ratified and confirmed.

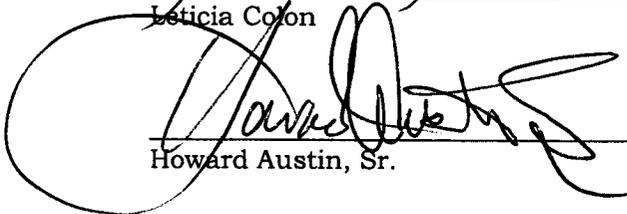
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

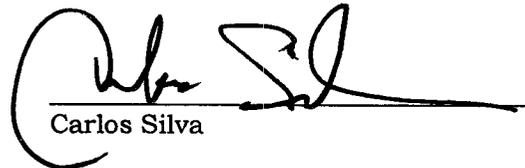
  
\_\_\_\_\_  
Angel M. dePara, Jr., Co-chair

  
\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

  
\_\_\_\_\_  
Leticia Colon

\_\_\_\_\_  
Brian C. Crowe

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

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

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

**Tentative Agreement  
Between  
City of Bridgeport  
And  
LIUNA**

<b>Contract Date</b>	<b>Wage</b>	<b>PCS</b>	<b>Buy-Out</b>
1. 7/1/2009 to 6/30/2010	0%	12%	\$ 500.00
2. 7/1/2010 to 12/31/2010	0%	15%	\$1,500.00
3. 1/1/2011 to 6/30/2011	3%	18%	\$1,500.00
4. 7/1/2011 to 6/30/2012	2%	21%	\$2,000.00
5. 7/1/2012 to 6/30/2013	2%	25%	\$2,000.00 Capped

- The City agrees there will be no lay-offs of current LIUNA members through December 31, 2010. Except, this shall not apply in cases where grant funding expires.
- Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service system.

The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5<sup>th</sup>) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

- Effective July 1, 2009 the provisions of the collective bargaining agreement that apply to employees who retire, shall be changed to define future retirees as:

“for purposes of this contract “retirees” shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age: and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B”

In addition, any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix, who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in PCS or years needed for retirement.

- It is the intent of this Agreement that all current LIUNA members (listed on the attached Appendix) shall be “grandfathered” under the terms of the current Collective Bargaining Agreement.

All current employees as of the date of the execution of this contract shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

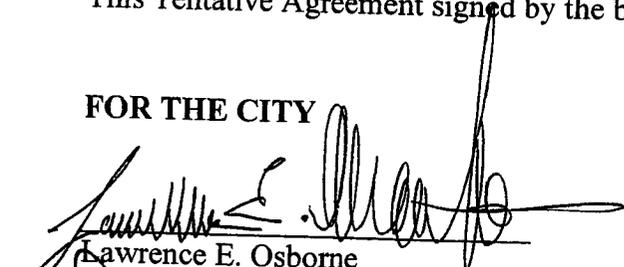
- A) Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.

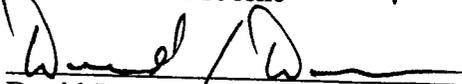
- LIUNA members who are currently on payroll will have their PCS contribution capped at twenty-five percent (25%) contribution as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employees employment period and entire period of retirement.
- New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain in tact during the entire period of retirement.
- Department Heads retain sole discretion/authority for the assigning of take home vehicles.
- Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.
- All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

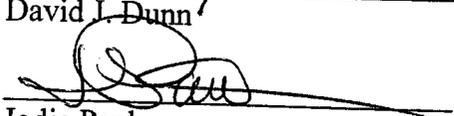
This Tentative Agreement signed by the bargaining committees on June 8, 2009.

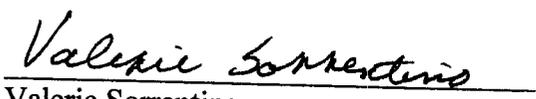
**FOR THE CITY**

**FOR THE UNION**

  
 Lawrence E. Osborne

  
 David J. Dunn

  
 Jodie Paul

  
 Valerie Sorrentino

\_\_\_\_\_

\_\_\_\_\_

  
 Bill Finch, Mayor

<u>Name</u>	<u>Department</u>	<u>Title</u>	<u>YSRV</u>	<u>Date of Hire</u>
AKANDE, OLA	W I C	NUTRITIONIST	17	4/1/1992
APPLEBY, SCOTT	FIRE DEPT. EMERGENCY SVCS OPERATOR	DIRECTOR -EMERGENCY SERVICE	14	10/24/1994
ARCHER, SEAN D	DEPARTMENT OF HOUSING	HOME PROGRAM SPECIALIST	02	1/22/2007
BETHAM-HAJTOL, SUSAN	DATA PROCESSING (ITS)	PROJECT SPECIALIST (35 HRS)	26	3/21/1983
BENNETT, DAWN E	FRC-ROOSEVELT	COORDINATOR-FRC	05	4/12/2004
BLAKE, ROBYN S	PUBLIC FACILITIES - ADMINISTRATION	ADMINISTRATIVE ASSISTANT	12	2/3/1997
BOYER, WALTER M	RSVP	DIRECTOR, R.S.V.P.	07	9/4/2001
BROMLEY, CORINNE J	PLANNING & ECONOMIC DEVELOPMENT	ADMINISTRATIVE ASSISTANT	14	1/15/1994
BRUNO, JILL	VETERAN AFFAIRS	DIRECTOR V.A.	14	8/15/1994
BURDO, JULIANNE C	CENTRAL GRANTS OFFICE	OFFICE COORDINATOR	08	7/31/2000
CABANAS, REBECCA	MAYOR'S OFFICE	RECEPTIONIST	07	4/15/2002
CALLISTE, KATHLEEN	W I C	NUTRITIONIST	04	5/23/2005
CAMPBELL, VIRGINIA A	COMPTROLLER'S / FINANCE	ADMINISTRATIVE ASSISTANT - COMPTROLLER	11	10/6/1997
CARMONA, ALEX	DATA PROCESSING (ITS)	SUPPORT SPECIALIST II (35 HRS)	10	2/8/1999
CASTILLO, GLORIA M	LIGHTHOUSE	ADMINISTRATIVE ASSISTANT	08	3/5/2001
CAVINESS, DEVA D	LABOR RELATIONS/BENEFITS	SECRETARY	04	1/18/2004
CODRINGTON, JAMESY	BOE	PREVENTION PROJECT/CASE MANAGER	04	12/20/2004
COFRANCESCO, MARLA A	W I C	WIC NUTRITIONIST	00	5/4/2009
COUSINS, MARY	DATA PROCESSING (ITS)	SUPPORT SPECIALIST I (35 HRS)	17	1/6/1992
COYNE, MARIA M	DEPARTMENT ON AGING	ADMINISTRATIVE ASSISTANT	15	1/24/1994
CUMMINGS, MICHAEL A	MEAD HALL	DETENTION CENTER COORDINATOR	12	9/3/1996
CURTIS, PAUL	POLICE DEPT	ADMINISTRATIVE ASSISTANT	14	8/1/1994
DAVIS, AISHA R	O.D.A. ADMINISTRATION	ADMINISTRATIVE SUPPORT COORDINATOR	04	2/28/2005
DELMEDICO, DIANE M	PUBLIC FACILITIES - ADMINISTRATION	OFFICE COORDINATOR	10	1/19/1999
DISANTO, MARIA C	MAYOR'S OFFICE	CONSTITUENT SERVICES	05	2/13/2004
DORGAN, JOHANNA T	MAYOR'S OFFICE	CONSTITUENT SERVICES	01	4/9/2008
DUBOW, AGNES	FRC-CEGAR A BATALLA	COORDINATOR-FRC	14	7/12/1994
EDWARDS, JENNIFER L	OPED	ADMINISTRATIVE ASSISTANT	07	11/13/2001
FARRELL SR, DAVID T	PARKS - RECREATION DEPARTMENT	ANTI BLIGHT TECHNICIAN	05	5/10/2004
FELDER, STELLA M	DATA PROCESSING (ITS)	SUPPORT SPECIALIST II (35 HRS)	27	7/17/1981
FELICIANO, MILTA I	WELFARE	HOUSING SPECIALIST (35 HRS)	11	10/6/1997
FLYNN, THOMAS D	POLICE DEPT - COMMUNITY SERVICES	WEED AND SEED PROJECT COORDINATOR	09	1/19/2000
FORD, STEPHEN D	AIRPORT	AIRPORT CERTIFICATION SPECIALIST	18	2/6/1991
GAMBINO, JOSEPH R	CENTRAL GRANTS OFFICE	MGR OF HOUSING CONSTRUCTION & PHYSICAL	13	10/2/1995
GONDOLA, JENNIFER	PUBLIC FACILITIES - ADMINISTRATION	ADMINISTRATIVE ASSISTANT	12	11/12/1996

GONZALEZ, MARISOL	HUMAN RESOURCES DEVELOPMENT	ADMINISTRATIVE ASSISTANT	10	2/8/1999
GOULD JR, STEVEN A	AIRPORT	AIRPORT CERTIFICATION SPECIALIST	01	1/1/82/2007
GRIFFIN, APRIL S	OFFICE OF PERSONS WITH DISABILITIES	COMMUNITY INCLUSION SUPPORT SPECIALIST	04	9/20/2004
HAIG, LYNN	OPED	PLANNER 3	15	1/1/5/1993
HARP, MARK	LIGHTHOUSE PROGRAMS	PROGRAM SITE MONITOR	08	1/23/2001
HARRIS, ARTHUR C	PUBLIC FACILITIES - ADMINISTRATION	PROJECT MGR/CONSTRUCTION	04	1/24/2005
HARRIS, FLORA M	FRC-DUNBAR	COORDINATOR-FRC	11	12/15/1997
HARRIS, MAUREEN	POLICE DEPT - COMMUNITY SERVICES	VICTIM ASSISTANCE COORDINATOR	18	1/1/12/1990
HELMERICH, MARY	BOE ADM. 948 MAIN ST	SCH. READINESS COORD.	11	1/27/1998
HOFFMAN, MARIA J	LABOR RELATIONS/BENEFITS	ADMINISTRATIVE ASSISTANT (40 HRS)	23	1/13/1986
IYENGAR, JAYANTHI	COMPTROLLER'S / FINANCE	PAYROLL ACCOUNT SUPERVISOR	20	9/6/1988
JACK, KIM M	COMPTROLLER'S / FINANCE	ASSISTANT SPECIAL PROJECT MANAGER	04	3/30/2005
JACKSON, LESLIE A	POLICE DEPT - COMMUNITY SERVICES	ADMINISTRATIVE ASSISTANT	18	10/1/1990
JACKSON, MARCUS A	DATA PROCESSING (ITS)	SUPPORT SPECIALIST II (35 HRS)	10	1/25/1999
JAMBRISKA JR, JOSEPH	TREASURERS	CITY TREASURER	23	7/25/1985
JOHNSON, LYDIA R	MAYOR'S OFFICE	ADMINISTRATIVE ASSISTANT (40 HRS)	04	12/20/2004
JOHNSON-EVANS, GERI	LABOR RELATIONS/BENEFITS	BENEFITS COORDINATOR	17	9/1/1/1991
KINSELLA, KIMBERLEE	OFFICE OF POLICY MANAGEMENT	PROJECT MANAGER, OPM SYSTEMS	23	3/1/1/1986
KOHUT, SCOTT B	AIRPORT	AIRPORT CERTIFICATION SPECIALIST	01	2/19/2008
KUCZO, SABINE	OPED	PROGRAM MANAGER (35 HRS)	22	10/14/1986
KUJAN, MELISSA	ANIMAL SHELTER	ADMINISTRATIVE ASSISTANT	03	2/21/2006
LAGE, MARIA D	OFFICE OF POLICY MANAGEMENT	ADMINISTRATIVE ASSISTANT - OPM	26	6/21/1982
LAZARUS, MARK A	DATA PROCESSING (ITS)	SUPPORT SPECIALIST II	05	5/3/2004
LAZARUS, SHURLEY C	MAYOR'S OFFICE	MAYOR'S EXECUTIVE SECRETARY	27	4/19/1982
LEAS-SORRENTINO, VALERIE	HUMAN RESOURCES DEVELOPMENT	DEPUTY DIRECTOR OF HRD	29	10/26/1979
MALVASI, SHERI L	BOE	ADMINISTRATIVE ASSISTANT	01	1/28/2008
MARELLA, JUDITH A	LIGHTHOUSE	YOUTH PROGRAM MANAGER	12	1/14/1996
MCGOLDRICK, ALEXANDRA B	CENTRAL GRANTS OFFICE	GRANT WRITER	01	1/22/2008
MCHUGH, RICHARD D	OPED	SR. ECONOMIC DEVELOPMENT ASSOCIATE	09	12/13/1999
MILES, MONQUENCELO T	LABOR RELATIONS/BENEFITS	EMPLOYEE SERVICES COORDINATOR	22	4/13/1987
NASTU, LEE P	PARKS - RECREATION DEPARTMENT	RECREATION COORDINATOR	04	3/7/2005
NOVAJOSKY, MICHAEL E	COMPTROLLERS / FINANCE	CAPITOL PROJECTS FIXED ASSETS MANAGER	12	8/12/1996
OSIPOW, GREGORY	COMPTROLLERS / FINANCE	ACCOUNTANT	19	7/31/1989
PAOLETTI, LISA A	CHIEF ADMINISTRATIVE OFFICE	ADMINISTRATIVE ASSISTANT - CAO	10	9/14/1998
PAVLICH, LISAM	PARENT CENTER	COORDINATOR-PARENT CENTER	11	7/28/1997
PEREIRA, ESTEBAN	POLICE DEPT. - ADMINISTRATIVE	ALARM ADMINISTRATOR	09	1/10/2000
PEREZ, HILDA M	HEALTH	BILINGUAL-HIV PREVENTION COUNSELOR/CASE	17	1/1/8/1991

PEREZ, MAX	OPED	SR. ECONOMIC DEVELOPMENT ASSOCIATE	11	6/2/1997
PETRONE, JAMES	VETERAN AFFAIRS	TRANSPORTATION COORDINATOR (35 HRS)	04	9/13/2004
RAY, MARY L	LIGHTHOUSE	PROGRAM SITE MONITOR	10	2/10/1999
RIGGINS-JUNAKA, MILELE	BOE ADM. 948 MAIN ST	COORDINATOR (NC)	12	12/2/1996
ROBINSON, TRACY W	BOE ADM. 948 MAIN ST	QUALITY ENHANCEMENT COORD.	15	12/20/1993
RODRIGUEZ, CARMEN M	BARNUM SCHOOL	COORDINATOR-FRC	08	7/5/2000
RODRIGUEZ, JENNIFER	LABOR RELATIONS/BENEFITS	ADMINISTRATIVE ASSISTANT	01	1/22/2008
RODRIGUEZ, MARILYN	OPED	EXECUTIVE ASSISTANT	09	9/7/1999
ROMAN CHRISTY, ROSALINA	OPED	HOUSING CONSTRUCTION DEV. SPECIALIST	23	2/3/1986
ROYER, BETH A	OFFICE OF POLICY MANAGEMENT	PROJECT MANAGER, OPM MANAGEMENT	03	7/25/2005
SANTAGO, MARTHA	HUMAN RESOURCES DEVELOPMENT	COMMUNITY PROJECT COORDINATOR	17	2/17/1992
SANTOSSIO, CATHERINE M	DEPARTMENT OF HOUSING	COMMUNITY DEVELOPMENT PROGRAM SPECIAL	17	12/2/1991
SCINTO, DENNIS	PUBLIC FACILITIES - ADMINISTRATION	ILLEGAL DUMPING COORDINATOR	15	4/1/1994
SCINTO, DENNIS C	PURCHASING DEPARTMENT	CONTRACT COMPLIANCE OFFICER	16	8/24/1992
SHAW, SAMUEL A	OPED	PLANNER 3	09	6/14/1999
SIMS SR, VAUGHN L	PARKS - RECREATION DEPARTMENT	RECREATION COORDINATOR	04	3/28/2005
SOPKO JR., JOSEPH S	DATA PROCESSING (ITS)	PROJECT SPECIALIST (35 HRS)	25	11/21/1983
STALTARO, ANGELINA R	OPED	RELOCATION COORDINATOR	30	2/13/1979
TAN, ALEJANDRINA	W I C	NUTRITIONIST	13	11/27/1995
TAYLOR, WILLIAM H	DATA PROCESSING (ITS)	NETWORK ARCHITECT	06	11/18/2002
TRAN, ERIC	DATA PROCESSING (ITS)	SUPPORT SPECIALIST I (35 HRS)	07	6/25/2001
TROJANOWSKI, ANN G	HEALTH	DRUG TREATMENT ADVOCACY COORDINATOR	08	2/26/2001
TYLISZCZAK, STEPHEN	CENTRAL GRANTS OFFICE	GRANTS FINANCIAL MANAGER(35HRS)	17	1/6/1992
TYSON, BRENDA	OPED	SR. ECONOMIC DEVELOPMENT ASSOCIATE	12	10/15/1996
UDDIN, MUHAMMAD F	ROOSEVELT SCHOOL	PATHS COORDINATOR	06	1/13/2003
VENDINHA, ALBINA	DATA PROCESSING (ITS)	DATA ARCHITECT	01	7/16/2007
WHITE, PHILIP J	COMPTROLLER'S / FINANCE	SPECIAL REVENUE MANAGER	17	7/15/1991
WIDOR, ANDRZEJ K	LABOR RELATIONS/BENEFITS	HUMAN RESOURCES GENERALIST (35 HRS)	02	2/5/2007
WILLIAMS, MARSHA T	AIRPORT	AIRPORT CERTIFICATION SPECIALIST	02	1/30/2007
WONG, ROSE M	HEALTH	HIV INTERVENTION SPECIALIST	08	5/21/2001
ZOLYOMI, ROSEMARY	DEPARTMENT ON AGING	SOCIAL SERVICE COORDINATOR	12	10/15/1996
	PARKS - RECREATION DEPARTMENT	SPECIAL PROJECTS COORDINATOR-PARKS	08	1/17/2001

"Exhibit 1"

**Contracts Committee Executive Summary  
(LIUNA)  
July 14, 2009**

RECEIVED  
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CITY CLERK

**Wages**

1.	7/1/09 to 6/30/10	0%
2.	7/1/10 to 12/31/10	0%
3.	1/1/11 to 6/30/11	3%
4.	7/1/11 to 6/30/12	2%
5.	7/1/12 to 6/30/13	2%

**Health Benefits (Premium Cost Share)**

**Buy-Out**

1.	7/1/09 to 6/30/10	12%	\$ 500
2.	7/1/10 to 12/31/10	15%	1,500
3.	1/1/11 to 6/30/11	18%	1,500
4.	7/1/11 to 6/30/12	21%	2,000
5.	7/1/12 to 6/30/13	25%	2,000 (capped)

Effective June 1, 2009/Classification Study and evaluation of LIUNA bargaining unit positions.

Current bargaining unit members PCS capped at 25% as of 7/1/12.

New bargaining unit members start at 25% PCS contribution and shall continue up to 50% and then capped after twenty-five years (25) of municipal service.

All employees will be paid via direct deposit effective July 1, 2010.

Department Heads retain sole discretion regarding take home cars.

**\*139-08 Consent Calendar**

City and Town Development Act; renewal of local powers.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 3, 2009**

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

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

*Heidi A. Sider*

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:

**\*139-08 Consent Calendar**

## **RESOLUTION BY CITY OF BRIDGEPORT CITY COUNCIL AUTHORIZING A REFERENDUM ON RENEWAL OF CITY AND TOWN DEVELOPMENT ACT**

**Whereas**, the City of Bridgeport and the residents thereof require substantial further development of employment opportunities, an upgrade of the housing stock, and construction and restoration of manufacturing/commercial properties; and

**Whereas**, the legislature of the State of Connecticut in recognition of the existence of unemployment, a shortage of housing, substandard housing, and deteriorated, vacant, or underutilized commercial/industrial properties in municipalities throughout the state enacted legislation known as the Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes) which allows needful municipalities to realize the benefits of this enactment through the passage of a resolution making certain findings and submitting that resolution to the electors of the municipality for approval; Now Therefore, be it

### **Resolved:**

- A. That in accordance with Section 7-485 of the Connecticut General Statutes, this body finds:
1. an unreasonable number of residents of the City of Bridgeport subject to hardship in finding employment and adequate, safe, and sanitary housing;
  2. conditions of blight and deterioration
  3. private enterprise is not meeting such need for housing, employment, and the reduction of blight and deterioration;
  4. the need for employment and adequate, safe and sanitary housing will be lessened and the City of Bridgeport will be revitalized by exercise of the powers granted under this chapter;
  5. adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;



Report of Committee on ECD and Environment  
\*139-08 Consent Calendar

-2-

6. a feasible method exists and shall be utilized for the relocation into a safe and sanitary dwelling of comparable rent of families and individuals displaced as a result of the exercises granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;
  7. development property shall not be acquired or disposed of without due consideration of the environment and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;
  8. the acquisition or disposition of all development property shall advance the public interest, health and safety of the City of Bridgeport.
- B. That the foregoing findings be presented to the electors of the City of Bridgeport for the general approval at the general election on November 3, 2009, in accordance with the provision of Section 7-480 of the Connecticut General Statutes in order that the benefits for the residents of Bridgeport resulting from the powers granted by Chapter 114 of the statutes may be realized by the residents. It is proposed that this matter be presented to the electors in the following fashion:
1. The ballot question to read:  
  
“Shall the findings of the Bridgeport City Council authorizing the City to exercise powers granted in the State of Connecticut City and Town Development Act be approved?”
  2. Explanatory Text as to the Intent and Purpose  
  
On August 3, 2009, the Bridgeport City Council adopted a resolution, which would allow for the granting of certain powers to the city under the City and Town Development Act. The electors of this city must approve findings of unemployment, shortages of adequate housing, shortages of modern commercial and industrial facilities, and blight before the city can issue bonds, construct, rehabilitate, own, sell, or lease commercial, industrial, or housing facilities. It is anticipated that the availability of these powers will expand the economic base of Bridgeport and provide new jobs and housing accommodations.
- C. This resolution shall be in effect and force until November 4, 2014.

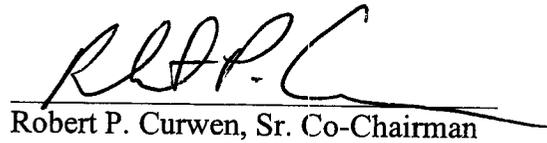


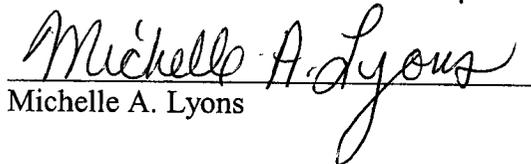
Report of Committee on ECD and Environment  
\*139-08 Consent Calendar

-3-

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

  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*141-08 Consent Calendar**

Grant Submission: re: State of Connecticut  
Department of Mental Health & Addiction Services:  
2009-2010 Substance Abuse Prevention Program.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: August 3, 2009**

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:

**\*141-08 Consent Calendar**

**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 or, if they have experimented, from shifting to more regular use; and

**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 or, if they have experimented, from shifting to more regular use; and,

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

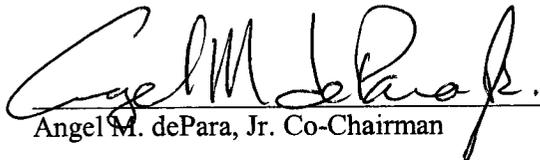
1. That it is cognizant of the City's grant application and contract to the Department of Mental Health and Addiction Services or its pass-thru, the Regional Youth and Adult Substance Abuse Prevention Program to be used to provide prevention-oriented programs and activities for children and youth to keep them from ever starting to use alcohol, tobacco or other drugs or, if they have experimented, from shifting to more regular use; and
2. 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.



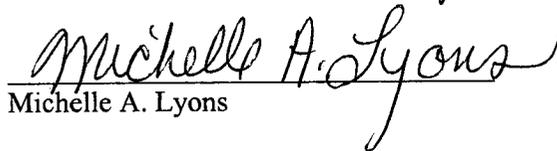
Report of Committee on ECD and Environment  
\*141-08 Consent Calendar

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*142-08 Consent Calendar**

Grant Submission: re: 2009-2010 Southwestern CT  
Agency on Aging East Side Senior Center Grant.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 3, 2009**

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:

**\*142-08 Consent Calendar**

**WHEREAS**, the Southwestern Ct Agency on Aging 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 East Side Senior Center; and,

**WHEREAS**, funds under this grant will be used to provide recreational, cultural and health services for seniors; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Human Services Department, submit an application to the Southwestern Ct Agency on Aging in an amount not to exceed \$18,766 for the purpose of providing recreational, cultural and health services for seniors; and,

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

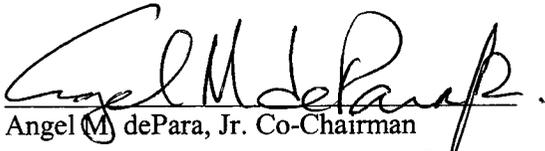
1. That it is cognizant of the City's grant application and contract to the Southwestern Ct Agency on Aging to provide recreational, cultural and health services for seniors; and,
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwestern Ct Agency on Aging for a grant for the East Side Senior Center, to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

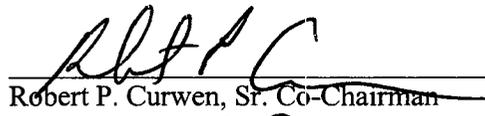


Report of Committee on ECD and Environment  
\*142-08 Consent Calendar

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*143-08 Consent Calendar**

Grant Submission: State of Connecticut Department of  
Education re: 2009-2010 Youth Services Bureau  
Enhancement Grant.

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**Report  
of  
Committee  
on  
ECD & Environment**

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**Submitted: August 3, 2009**

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:

**\*143-08 Consent Calendar**

**WHEREAS**, the State Department of Education 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 YSB Enhancement; and,

**WHEREAS**, funds under this grant will be used to support the Central High School Leadership Group which will help youth in recovery to stay sober and to re-connect with their families and community; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Human Services, submit an application to the State Department of Education in an amount not to exceed \$10,000 for the purpose of supporting the Central High School Leadership Group; 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 to support the Central High School Leadership Group; 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 Education for a YSB Enhancement 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  
\*143-08 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

Michelle A. Lyons

Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**\*144-08 Consent Calendar**

**Neighborhood Stabilization Program II.**

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: August 3, 2009**

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:

**\*144-08 Consent Calendar**

## RESOLUTION

**Whereas**, the U.S. Department of Housing and Urban Development released a Notice of Fund Availability on May 4, 2009 for the Neighborhood Stabilization Program II under the American Recovery and Reinvestment Act, 2009; and

**Whereas**, the State of Connecticut Department of Economic & Community Development has developed a \$45 million *draft Connecticut Consortium Neighborhood Stabilization Grant Application (July 2009)*; and

**Whereas**, the City of Bridgeport is one of four municipal consortium members in this application which will provide significant resources to help the City ameliorate the decline of its neighborhoods adversely impacted by the nation's foreclosure crisis; and

**Whereas**, the State of Connecticut has asked each consortium member to execute documents as part of this application to the U.S. Department of Housing & Urban Development;

### **Now Therefore Be It Resolved by the City Council:**

1. That it is cognizant of the State of Connecticut's Connecticut Consortium Neighborhood Stabilization Grant Application (July 2009) to the U.S. Department of Housing & Urban Development; and
2. That is hereby authorizes, direct and empowers the Mayor, or his designees to provide information as required by the State of Connecticut and to execute and administer all contracts and/or documents as may be necessary to receive funds and to execute this program.

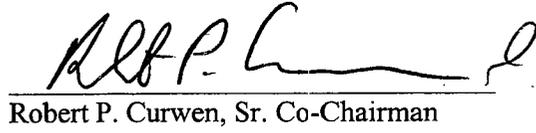


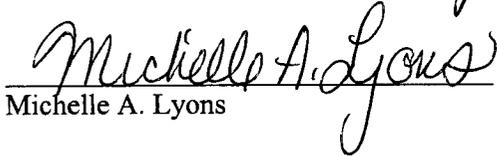
Report of Committee on ECD and Environment  
\*144-08 Consent Calendar

-2-

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

  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

THE CONNECTICUT CONSORTIUM  
NEIGHBORHOOD STABILIZATION GRANT APPLICATION  
JULY 2009

## CONNECTICUT NSPII

### APPLICATION OVERVIEW

The *Connecticut Consortium* is made up of the major implementation entities engaged in housing, community and neighborhood development. Members were self-selected and individually and collectively have the capacity to create large scale impact either in a single community or across a broad geographic area. Representatives include State and Municipal government, CDFIs/Investors and Non-profits.

All of the members of the *Connecticut Consortium* operate under missions that directly impact community and housing development. This consortium has designed a program for communities in the state that have been most impacted by foreclosure. The goal of Connecticut's program is to stabilize and transform Connecticut neighborhoods through the application of targeted, comprehensive strategies that promote physical revitalization, economic growth and opportunity, and enhanced quality of life.

The geographic focus of this program will be those census tracts with a high degree of foreclosure and with an overall need for stabilization as identified through data provided by HUD. Foreclosure Scores of 17 or greater in the seventeen targeted NSPI communities will be targeted for assistance under NSPII. In addition, one census tract with a Foreclosure Score of 16, Tract 0218.02 located in Stamford, will also be targeted. Priority will be given to those areas: 1.) currently undertaking stabilization activities through NSPI funding; 2.) that can demonstrate where the capacity to implement the program will meet the need and 3.) achieve the program's goals. The *Connecticut Consortium* is requesting \$45 million dollars of NSPII to implement this program

### ACTIVITIES

The Connecticut Department of Economic and Community Development (DECD) will act as lead applicant for the *Connecticut Consortium* and, along with its partners, will carry out this program to provide investment and services aimed at achieving this goal. DECD currently administers the NSPI funds and is the Participating Jurisdiction administering the state's HOME and Small Cities (CDBG) programs.

Federal NSPII Funds will be used to support the following activities as a part of this program:

- Acquisition & Rehabilitation
- Redevelopment
- Financing Mechanisms

Other funds will be leveraged for these and additional complementary activities including:

- Code Enforcement & Demolition
- Infrastructure & Open Space development
- Housing Counseling & Services
- Community Safety & Services
- Comprehensive Community Partnerships

While a major portion of the implementation of this program is necessarily a local endeavor, there are aspects of the program that can benefit from regional and/or statewide economies of scale. The program designed by the *Connecticut Consortium* will address the needs for neighborhood stabilization at the local, regional and state level. Locally, the four partner municipalities and their partner investors will work with developers to carry out the stabilization activities at the local, block level. These are the municipalities that have been most affected by the foreclosure crisis and are also currently undertaking stabilization efforts through the NSPII funding program administered by DECD.

A financing toolkit is proposed as a key program element to serve all communities statewide including those that have also been impacted by foreclosure but not at the level or scale of the state's largest cities. These "balance of state" communities (Danbury; Hamden; Killingly, Meriden, New Britain; New London; Norwalk; Norwich; Stratford; Waterbury; West Haven; Windham and Windsor) will have the program's resources delivered to them through regional and statewide intermediaries. Also, a regional or statewide mechanism will be identified to maximize Connecticut's success in use of the National Community Stabilization Trust.

The *Connecticut Consortium* program will make available NSPII funding to distribute in the form of grants and loans to:

- Purchase and rehabilitate foreclosed properties in the targeted geographies in accordance with our rehabilitation guidelines;
- Purchase and redevelop vacant foreclosed properties in the targeted geographies as part of a neighborhood stabilization strategy;
- Provide a loan loss reserve for participating NSPII lenders up to 30% of the acquisition and rehabilitation financing;
- Provide downpayment assistance to qualified buyers of rehabilitated foreclosed properties in the targeted geographies;
- Provide Acquisition Support (NCST)

#### **PROGRAM DEVELOPMENT AND OVERSIGHT**

From the beginning, the planning for this program has been a collaborative process including the State of Connecticut, municipalities, CDFIs, non-profit developers, and the Connecticut Housing Coalition. The cooperative nature of these discussions has made it possible to leverage high degrees of capacity and resources that will be available to NSP.

The collaborative nature of Connecticut's NSP planning work has been an asset to the process and to the community development industry. This asset will be continued in the implementation phase by creating an NSPII Steering Committee for the program. The Committee will represent the participants in the program and will have oversight on issues of policy and program development.

The implementation of the program will be carried out in accordance with the terms of the consortium and funding agreements, and managed by the lead applicant, the Connecticut Department of Economic and Community Development. DECD will manage the program's operation through the consortium's municipal and non-profit partners for specific activities

within geography. A Steering Committee will be established to provide guidance to the Consortium on issues of policy related to neighborhood stabilization. It will also act as a communication body to provide feedback to the Consortium on the progress of the program from the community level.

**DESIRED OUTCOMES:**

The completion of the program undertaken by the *Connecticut Consortium* is anticipated to result in the:

- Acquisition and rehabilitation of 450 properties resulting in a minimum of 450 units of housing
- The availability of a minimum of 135 units to households at or below 50% of AMI
- Redevelopment of properties in conjunction with a specified neighborhood stabilization strategy

## NEIGHBORHOOD STABILIZATION PROGRAM II

### CONNECTICUT CONSORTIUM AGREEMENT

**THIS CONSORTIUM AGREEMENT** (the Agreement) is made this \_\_ day of July, 2009 by and among public and private non-profit organizations (the "Connecticut Consortium" or "Consortium") involved and with all listed hereinafter collectively referred to as the "Consortium Member(s)" or "Member(s)". All of the collaborating agencies may sometimes be referred to collectively as the "parties".

#### WITNESSETH:

**WHEREAS**, the Consortium Members seek to enter into a cooperative agreement in order to form a consortium for the administration of funding provided under the provisions of the American Recovery and Reinvestment Act 2009 (the "Act") by assuming joint and cooperative responsibility for the planning and implementation of a Neighborhood Stabilization Program II ("NSP2") under the Act; and,

**WHEREAS**, the Consortium Members are empowered and authorized to enter into a cooperative agreement for the performance of their roles under the agreement; and,

**WHEREAS**, the Consortium Members seek to apply for funding under the Act for the purpose of addressing the problems of foreclosure and abandonment of residential properties in Connecticut's towns and cities; and,

**WHEREAS**, the Act requires that a consortium be formed for the purpose of submitting an application to the U.S. Department of Housing and Urban Development ("HUD") for NSP2 funding under the Act, whenever two or more entities who are eligible applicants under the Act have the individual capacity and experience to carry out the proposed NSP2 activities in the target geography; and,

**WHEREAS**, each Consortium Member authorizes the State of Connecticut Department of Economic and Community Development ("DECD" or "Lead Member") to (1) act in a representative capacity on behalf of the Members for the purpose of submitting an application to HUD for NSP2 funding under the Act in the amount of \$45,000,000 on behalf of the Consortium, and, (2) if selected for funding, thereafter execute the NSP2 agreement with the HUD and assume responsibility for the grant on behalf of the Consortium in compliance with all applicable requirements of the NSP2 program (the "Program").

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained the parties here to agree as follows:

1. The undersigned parties shall constitute a Consortium for the purpose of applying for a HUD grant under the Notice of Fund Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act 2009.

2. The Lead Member shall:

(a) submit an application for NSP2 funding of the program described in the application for NSP2 funding (the "NSP2 Program") in the amount of \$45,000,000; and,

(b) if selected for funding,

(1) execute the funding agreement with HUD on behalf of the Consortium Members;

(2) assume overall responsibility for ensuring that the NSP2 Program is carried out in compliance with all the requirements set forth in the Act and related regulations as well as any policies or directives imposed by HUD in connection with approval of the application; and,

(3) ensure that the funding agreement describes each Member's specific activities and funding award under the NSP2 Program, including timetables for completion and applicable requirements as set forth in the Act.

3. The Consortium Members shall, if successful, cooperatively carry out the NSP2 Program as set forth in the approved application in coordination with the Lead Member.

4. No later than December 1, 2009, the Lead Member will enter into a separate funding agreement with each of the Consortium Members if the application is selected by HUD for funding under the Act, but before the grant is awarded by HUD to the Lead Member.

5. Unless otherwise described in the Agreement, the Consortium Members agree to cooperate fully in the development and creation of procedures for the purpose of defining the parameters of participation by each Member and a schedule for the implementation of the Program.

6. A Steering Committee (the "Committee") composed of no more than two administrative representatives from the municipalities, State, Non-Profits, the Connecticut Housing Coalition and CDFIs of the Members will be established to advise the Consortium on the administration of the Program and the Consortium's distribution of program income. The Committee will facilitate coordination of activities among the Consortium Members in order to ensure that the Consortium's goals and objectives are met, in accordance with standards set forth in the Act. Policy making shall be within the framework of applicable federal and state laws, and the requirements of the Program.

7. Each Member shall designate a representative who will work collaboratively with the Lead Member to ensure that policies and procedures affecting the Program are carried out on a day-to-day basis.

8. **This Agreement shall be effective as of the date of execution of the last of the duly authorized representatives of each Member and shall continue in effect for a period of one (1) year thereafter.** All or some of the Consortium members may agree to renew this Agreement for any succeeding year. Any member of the Consortium may elect to withdraw from the Consortium by delivery of a notice to withdraw to each member of the Consortium, such withdrawal to be effective thirty (30) days following delivery of such notice. In the event that a notice to withdraw is given by any member of the Consortium, this Agreement shall continue in full force and effect with respect to the remaining members of the Consortium.

9. This Agreement may be amended or modified only upon the duly authorized consent of all Members. The amendment or modification shall be effective on the date stated therein or, if no effective date is stated, on the date of approval of the amendment or modification by the last party to so consent.

10. All notices given under this Agreement must be in writing and delivered personally or by certified mail, return receipt requested and postage prepaid, to all other Members. Notice shall be deemed given as of the date and delivery in the case of personal notice; in the case of mailing by certified mail, notice shall be deemed given on the date of mailing.

11. This agreement shall be of full force and effect upon its passage and execution by all of the Members.

**SIGNATURE PAGES OF THE CONSORTIUM MEMBERS, SET FORTH  
BELOW, FOLLOW THIS PAGE:**

**State of Connecticut Department of Economic and Community Development**

**The City of Bridgeport**

**The City of Hartford**

**The City of New Haven**

**The City of Stamford**

**The Corporation for Independent Living**

**Greater New Haven Community Loan Fund**

**Neighborhood Housing Services of Connecticut, Inc.**

IN WITNESS WHEREOF, the authorized representative named below has executed this Agreement on behalf of the Consortium Member as of the date set forth below.

**CITY OF BRIDGEPORT**

\_\_\_\_\_

By: \_\_\_\_\_

Bill Finch

Its Mayor

\_\_\_\_\_

Dated: July \_\_, 2009

Workers' Compensation Stipulation between the City  
and Revon Murray

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

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**Submitted: July 6, 2009**

*Tabled back to Committee 7/6/2009.*

Approved by Committee 8/3/09

Adopted: Re-submitted: August 3, 2009 OFF THE FLOOR

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

*Shirley A. Hunter*

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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

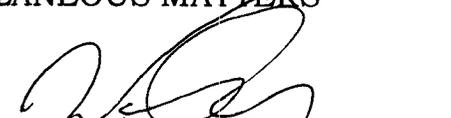
111-08

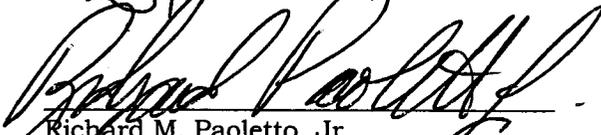
**BE IT RESOLVED**, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with **Revon Murray** upon approval by the Workers Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum provided for in the Stipulation.

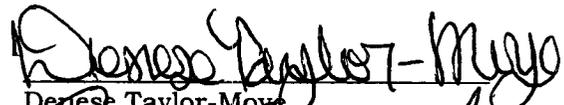
<u>NAME</u>	<u>AMOUNT</u>
Revon Murray	\$ 80,000.00

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzol-Paniceia, Co-Chairman

  
\_\_\_\_\_  
Warren Blunt, Co-Chairman

  
\_\_\_\_\_  
Richard M. Paoletto, Jr.

  
\_\_\_\_\_  
Denese Taylor-Moye

\_\_\_\_\_  
Daniel Martinez

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

  
\_\_\_\_\_  
Robert Walsh

Council Date: July 6, 2009

Resubmitted & Approved August 3, 2009

**\*135-08 Consent Calendar**

Version 1

Notice of Comment Period Concerning "Bridgeport  
2020: A Vision for the Future Master Plan of  
Conservation & Development" Statutory Review  
Pursuant to CGS Sec. 23-8(f)(2).

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**Report  
of  
Committee  
on  
CEA & Environment**

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Submitted: August 3, 2009

Denied &  
Adopted:

Aug 3, 2009

*[Handwritten Signature]*

Attest:

City Clerk

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Denial - Approved

Mayor

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# City of Bridgeport, Connecticut

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

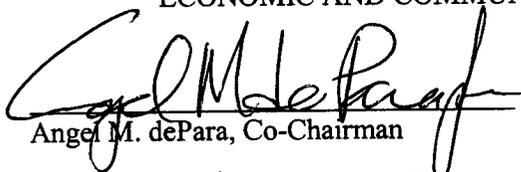
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

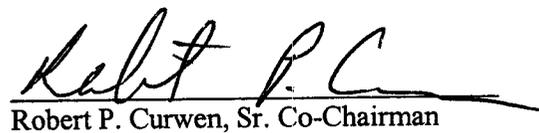
**\*135-08 Consent Calendar**

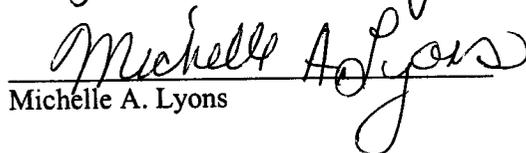
**Be it Resolved**, That pursuant to the requirements of the Connecticut General Statutes Section 8-23(f)(2), regarding the "Bridgeport 2020: A Vision for the Future Master Plan of Conservation & Development", the Bridgeport City Council **REJECTS** the proposed plan; and hereby submits to the Planning & Zoning Commission the following recommendations and changes to the Master Plan:

1. Not to change the zone between Minturn Road and Old Town Road and leave it as residential.
2. Palmetto Road should be kept as residential.
3. Main Street to Rocton Street and Wentworth Avenue and Terri Place should remain residential.
4. There shall be no commercial development on Madison Avenue.
5. Greenwood Avenue should be kept as residential.
6. The 250 foot setback should not be implemented.
7. Assure that a public hearing is held for the master plan.
8. A public hearing should be held for the zoning regulations and new amendments.

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

  
Angel M. dePara, Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Michelle A. Lyons

  
Denese Taylor-Moye

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Maria I. Valle

\_\_\_\_\_  
Brian C. Crowe

Council Date: August 3, 2009

**135-08 (version 2)  
Added from the floor  
Immediately Considered**

Bridgeport 2020: A Vision for the Future Master Plan  
of Conservation and Development Statutory Review  
pursuant to C.G. S. Sec. 23-8(f)(2).

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**Report  
of  
Committee  
of  
The Whole**

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**Submitted: August 3, 2009**

*From the floor and Immediately Considered*

Adopted: August 3, 2009



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 of the Whole** begs leave to report; and recommends for adoption the following resolution:

**135-08 (Version 2): *From the Floor and Immediately Considered:***

**Be it Resolved**, That pursuant to the requirements of the Connecticut General Statutes Section 8-23(f)(2), regarding the "Bridgeport 2020: A Vision for the Future Master Plan of Conservation & Development", the Bridgeport City Council hereby **ENDORSES** the proposed plan; and submits to the Planning & Zoning Commission the following recommendations and changes to the Master Plan:

1. Eastern side of Main St. one property depth in from Trumbull town line southerly along Main St. to Commerce Park Funeral Home from Commercial back to Residential-A.
2. Western side of Main St. one property depth in from Trumbull town line southerly along Main St. to south of Minturn Street from Commercial back to Residential-A.
3. Eastern side of Main St. one property depth in from N.A.G.E. Union Hall property southerly along Main St. to apartment complex just north of intersection of Beechmont Ave. and Main St. from Commercial back to Residential-A.
4. Eastern Side of Main St. one property depth in from former Calvary Episcopal Church southerly along Main St. to northern parcel on Fairview Ave. from Commercial back to Residential-A.
5. Western side of Main St. one property depth in from Stoehrs Place southerly along Main St. to and including Lupe's Drug Store from Commercial back to Residential-A.
6. In addition, we recommend that the that the Planning and Zoning Commission keep the following properties as Residential-A zones:
  - a. 420 Anton Drive (abutting Commerce Park)
  - b. 9.9 acres of open space off of Greenwood St.
  - c. Testo's Restaurant, 1775 Madison Ave.

*Council Date: August 3, 2009 from the floor and immediately considered*



# City of Bridgeport, Connecticut

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

The Committee of the Whole begs leave to report; and recommends for adoption the following resolution:

**135-08 (Version 2): *From the Floor and Immediately Considered:***

Respectfully submitted,  
**THE COMMITTEE OF THE WHOLE**

\_\_\_\_\_  
*Thomas C. McCarthy, President*

\_\_\_\_\_  
*Carlos Silva, President Pro Tempore*

\_\_\_\_\_  
*Richard Bonney, Majority Leader*

\_\_\_\_\_  
*Susan T. Brannelly, D-130*

\_\_\_\_\_  
*Brian C. Crowe, D-130*

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*Leticia Colon, D-131*

\_\_\_\_\_  
*Denese Taylor-Moye, D-131*

\_\_\_\_\_  
*Robert S. Walsh, D-132*

\_\_\_\_\_  
*M. Evette Brantley, D-131*

\_\_\_\_\_  
*Howard Austin, Sr., D-133*

\_\_\_\_\_  
*Michelle A. Lyons, D-134*

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*AmyMarie Vizzo-Paniccia, D-134*

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*Warren Blunt, D-135*

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*Angel M. dePara, D-136*

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*Maria I. Valle, D-137*

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*Daniel Martinez, D-137*

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*Robert C. Curwen, D-138*

\_\_\_\_\_  
*Richard M. Paoletto, Jr., D-138*

\_\_\_\_\_  
*James Holloway, D-139*

\_\_\_\_\_  
*Andre F. Baker, D-139*

*Council Date: August 3, 2009 from the floor and immediately considered*

158-08

*Referrals:*

**COMMUNICATION**

**FROM:** Jon Urquidi, Supervisor  
Engineering Department

**Re:** Agreement between State of Connecticut for the construction  
Inspection & Maintenance for Traffic Signal Modernization  
& Emergency Vehicle Pre-emption System Equipment Installation at  
Various locations, Utilizing Federal Funds Under the Urban Component  
of the Surface Transportation Program:  
State Project No. 15-310 Federal-Aid Project

**REFERRED TO: IMMEDIATE CONSIDERATION**

**CITY COUNCIL: August 3, 2009 (OFF THE FLOOR)**

**ADOPTED:** \_\_\_\_\_

**ATTEST:** 

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



**CITY OF BRIDGEPORT  
ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

COMM.# 158-08 Ref'd for IMMEDIATE CONSIDERATION 8/3/2009 (OFF THE FLOOR).

July 22, 2009

Honorable City Council Members  
Bridgeport, Connecticut

Re: **Agreement Between the State of Connecticut and the City of Bridgeport for the Construction, Inspection and Maintenance For Traffic Signal Modernization and Emergency Vehicle Pre-Emption System Equipment Installation at Various Locations, Utilizing Federal Funds Under the Urban Component of the Surface Transportation Program**  
State Project No. 15-310 Federal-Aid Project No. STPB-000R (316)

RECEIVED  
CITY CLERK'S OFFICE  
JUL 23 4 17 PM '09

Ladies and Gentlemen:

**For Immediate Consideration**

In order to complete the construction phase of the above-referenced project, it is necessary to process the attached proposed Agreement. Financing is 100% (80% Federal and 20% State) under the Urban Component of the Surface Transportation Program. We are, therefore, requesting that the City Council:

1. Adopt as Its Policy the attached Certification to Support the Nondiscrimination Agreements and Warrants Required under Connecticut General Statutes.
2. Authorize Mayor Bill Finch (by name and title) to sign the "Agreement Between the State of Connecticut and the City of Bridgeport for the Construction, Inspection and Maintenance For Traffic Signal Modernization and Emergency Vehicle Pre-Emption System Equipment Installation at Various Locations, Utilizing Federal Funds Under the Urban Component of the Surface Transportation Program", and any other additional documents and agreements necessary to complete the project.

The required Certification enclosed cannot be altered.

Should you have any questions regarding the above, please contact us as soon as possible.

Very truly yours,

Jon Urquidi  
Engineering Supervisor

JPU/p  
Enclosures

c: Mayor Bill Finch  
Mark Anastasi, City Attorney

Charles Carroll, Public Facilities  
David Cote, Engineering



# CITY OF BRIDGEPORT ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

July 22, 2009

Mark Anastasi, City Attorney  
City Attorney's Office  
Bridgeport, Connecticut

Dear Mr Anastasi

Subject: **Project Summary and Implementation Plan – Traffic Signals at Various Locations  
State Project No. 15-310/15-311**

Please find below a Project Summary and Implementation Plan for the above referenced projects, together with the Council Resolution dated June 26, 2008 and the Certification. The plan is to provide required policies and procedures relating to obtaining Federal-aid for new traffic surveillance and control system projects.

The City Council has authorized the Mayor to execute any and all documentation required to complete the proposed projects on June 16, 2008 (Resolution #95-07)

**Implementation Plan for Computerization of Traffic Signals At Various Locations  
City of Bridgeport, Connecticut Original Submission November 3, 1998 -Revised July 22, 2009**

Project No. 15-310, FAP No. STPB-000R (316)  
Project No. 15-311, FAP No. STPB-000R (312)

## I. Introduction

In accordance with the Federal -Aid Policy Guide of December 7, 1994, Transmittal 12, NS 23 CFR 655D, an Implementation Plan is required for new traffic control systems which use Federal funds. An implementation plan was submitted by the City in 2006, prior to start of construction of project 15-311.

## II. Project Summary

The City of Bridgeport, in an effort to improve the quality of air, minimize stops and delays, and improve operational safety of traffic along various corridors applied for Federal funding through the Greater Bridgeport Regional Planning Agency to implement a computerized closed loop system. The project is in its final design stage and all requirements of the Federal-Aid Guide are in place. There are a total of 31 signalized intersections that would be added to the city's closed loop system.

The following is a list of the intersections:

**A. EXISTING TRAFFIC SIGNALS TO BE REPLACED AND INTEGRATED INTO THE EXISTING COMPUTERIZED SYSTEM**

1. Madison Avenue @ Capitol Avenue (Under construction in project 15-311)
2. Madison Avenue @ Vincelle Street
3. Madison Avenue @ Old Town Road (Under construction in project 15-311)
4. Madison Avenue @ Grand Street (Under construction in project 15-311)
5. Madison Avenue @ Washington Avenue/Main Street (Under construction in project 15-311)
6. Herral Avenue @ Pequonnock Street
7. Capitol Avenue @ Lindley Street (Under construction in project 15-311)
8. Capitol Avenue @ Lincoln Boulevard (Under construction in project 15-311)
9. John Street @ Courtland Street
10. John Street @ Lafayette Boulevard (Under construction in project 15-311)
11. John Street @ Broad Street
12. Lafayette Boulevard @ Prospect Street (Under construction in project 15-311)
13. Housatonic Avenue @ Congress Street
14. Housatonic Avenue @ Lumber Street
15. Brooklawn Avenue @ Hughes Avenue
16. Park Avenue @ University Avenue (Under construction in project 15-311)
17. South Avenue @ Iranistan Avenue (Under construction in project 15-311)

**B. EXISTING TRAFFIC SIGNALS FOR TIMING PLAN UPDATE AND INTEGRATION INTO THE EXISTING COMPUTERIZED SYSTEM**

1. Madison Avenue @ Albemarle Street
2. Reservoir Avenue @ Sylvan Avenue
3. Sylvan Avenue @ Home Depot Drive
4. Sylvan Avenue @ Seltsam Avenue
5. Lafayette Boulevard @ Housatonic Community College Garage
6. Kossuth Street @ Seymour Street
7. Kossuth Street @ Howe Street

**C. PROPOSED LOCATIONS FOR NEW SIGNAL INSTALLATION AND INTEGRATION INTO THE EXISTING COMPUTERIZED SYSTEM**

1. Madison Avenue @ Arlington Street (Under construction in project 15-311)
2. Madison Avenue @ Lincoln Avenue (Under construction in project 15-311)
3. Commerce Drive @ Dewey Street (Under construction in project 15-311)
4. Knowlton Street @ East Washington Avenue (Under construction in project 15-311)
5. Main Street @ Charles Street (Under construction in project 15-311)
6. Barnum Avenue @ Mill Hill Avenue (Under construction in project 15-311)
7. Chopsey Hill Road @ Summit Street (Under construction in project 15-311)

### **III. Legislation**

This section includes the legal considerations, if any, for the project. Existing law, regulations, and policies affecting the project need to be reviewed and assessed.

In accordance with the Transportation Equity Act-21, 100% funding for this project was approved under the Surface Transportation Program-Urban for the Greater Bridgeport (STP-B). The request was approved in 2003 and the City of Bridgeport subsequently advertised for a consulting engineering firm to provide engineering services for the design of a traffic signal system. A firm was selected to perform the design for construction.

In accordance with the Agreement with the State of Connecticut and CONNDOT, the Mayor of Bridgeport, with the approval of the City Council, executed all City/State agreements for project 15-311. This contract is for City Council approval of project 15-310. No other legal consideration or legislation is required for the implementation of this project.

### **IV. System Design**

The Closed Loop Traffic Signal System contains elements which will monitor, control, and process traffic along various corridors. System design consists of hardware and software requirements, and formulating the equipment needs into contract documents. The design of a system is based on off-the-shelf technologies.

The traffic signal system is composed of 31 traffic signal and system detectors to capture traffic data along various corridors. The intent of this project is to replace sub-standard traffic signal equipment with new state-of-the-art equipment, and interconnect traffic signals in this project by way of fiber optic cables. Maintenance of the new equipment in the first ten years will be minimal with a very low cost benefit ratio. By regular inspection of the equipment it should be noted that life expectancy could improve dramatically. System and local detection will be subject to long life expectancy if installed correctly. It will be emphasized in the contract documents and on the plans that vehicle detectors be installed correctly.

System integration will be performed by the contractor with assistance from the Consultant, in accordance with special provisions of the contract documents. Computer database, graphics, and timing plan development for each traffic signal and subsystem will be developed and integrated into the City's computerized traffic system during the construction of the project. This will allow the system to be operational immediately once the field equipment is connected to the City Hall computer.

### **V. Procurement Methods**

It is intended that an off-the-shelf system be procured. The City of Bridgeport will be upgrading the existing central and local controller program. All other system components will be procured through the competitive low bid process. Plans, specifications, and estimates will be developed for providing a complete and turnkey operational system.

## VI. Construction Management Procedures

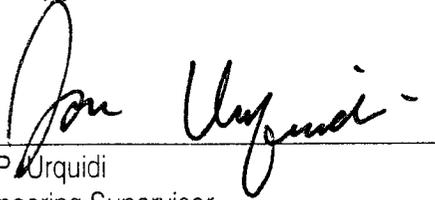
In accordance with Federal guidelines, it is necessary to provide framework for coordinating construction and installation to ensure the system is built in accordance with the plans, specifications, and contract documents.

The CONNDOT shall be responsible for administrating the construction with cooperation from the City of Bridgeport and the Consultant.

During construction the Consultant shall be providing services to review shop drawings, testing and verification of installation and operation of various components of the local irtersections and the system as a whole including system integration. The Consultant shall be responsible for the inspection of local intersection, system and communication links/equipment. The inspection by the Consultant shall include observation of the traffic signal operation, timing and detection system for compliance with the plans. The Consultant is responsible for overseeing the project in accordance with the contract documents.

Please submit this Project Summary and Implementation Plan to the City Council for immediate consideration at the August 3<sup>rd</sup>, 2009 meeting. If you have any questions please do not hesitate call.

Very truly yours,



---

Jon P. Urquidi  
Engineering Supervisor

JPU/p  
Enclosure

c: Dave Cote, Acting City Engineer  
Charlie Carroll, Director Public Facilities  
Bobby Kennedy, Public Facilities  
Tom McCarthy, City Council President



*CITY OF BRIDGEPORT*  
**OFFICE OF THE CITY CLERK**  
*LEGISLATIVE DEPARTMENT*

45 Lyon Terrace, Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON  
City Clerk

ANN L. MURRAY  
Assistant City Clerk

June 26, 2008

Mr. Morteza Hayatgheybi  
City Traffic Engineer  
City of Bridgeport, Connecticut

Dear Mr. Hayatgheybi:

The City Council of the City of Bridgeport on June 16, 2008 adopted the following resolution #95-07:

**Resolved**, that Bill Finch, Mayor, be, and hereby is authorized to sign the agreement entitled:

“First Supplemental to the Original Agreement dated November 1, 2004 between the State of Connecticut and the City of Bridgeport for the Development of Contract Plans, Specifications, and Estimates for the Traffic Signal Modernization at Various Locations utilizing Federal Funds under the Urban Component of the Surface Transportation Program”, any additional documents and agreements necessary to complete the project, and a Certification indicating the Council adopts as its policy to support the Nondiscrimination Agreements and Warranties required under the Connecticut General Statutes.

Attest:

  
Ann L. Murray  
Assistant City Clerk

ALM:fw

Cc: B. Finch, Mayor  
B. Williams, Deputy, CAO  
T. Grabarz, Deputy Director, Public Facilities  
B.W. Skinner, P.E., City Engineer

Attachments: First Supplemental to the original Agreement dated November 1, 2004 with State of Connecticut for Traffic Signal Modernization at various locations (6 Pages)

CERTIFICATION

*(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_ of \_\_\_\_\_ an entity lawfully organized and existing under the laws of \_\_\_\_\_, do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the governing body of \_\_\_\_\_, in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That \_\_\_\_\_ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Print Name:

Title: \_\_\_\_\_

Effective June 25, 2007

Agreement No.  
CORE I.D. #

AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
THE CITY OF BRIDGEPORT  
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE  
FOR  
TRAFFIC SIGNAL MODERNIZATION  
AND  
EMERGENCY VEHICLE PRE-EMPTION SYSTEM EQUIPMENT  
INSTALLATION  
AT VARIOUS LOCATIONS  
UTILIZING FEDERAL FUNDS  
UNDER THE URBAN COMPONENT OF  
THE SURFACE TRANSPORTATION PROGRAM

State Project No.15-310

Federal-Aid Project No. 000R (316)

THIS AGREEMENT, concluded at Newington, Connecticut, this        day of        , 200    , by and between the State of Connecticut, Department of Transportation, Joseph F. Marie, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the State, and the City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications and estimates have been prepared for modernization of traffic signals at fourteen (14) locations throughout the City of Bridgeport, and

WHEREAS, said improvements include, but are not limited to, installing or upgrading traffic signals, interconnect and computerize the traffic signals, handicap ramps, installing traffic signs and pavement markings, herein identified as State Project No. 15-310 and Federal-aid Project No. 000R(316), hereinafter referred to as the Project, and

WHEREAS, the Municipality has also requested that the State install Emergency Vehicle Pre-emption system (EVPS) equipment at five (5) locations, which are identified in Attachment "A" and hereby made part of this Agreement, and

WHEREAS, activation of the EVPS will be by devices permanently affixed to emergency apparatus only, this must be the property of the Municipality. Installation will not be permitted on personal or non-Municipally owned vehicles, and

WHEREAS, the State has determined that the requested EVPS equipment is warranted at the said locations, and

WHEREAS, the State and the Municipality mutually agree that the State shall be responsible for the construction phase of the Project, which includes, but is not limited to, advertising, administration, inspection, field density testing and materials testing in conjunction therewith, and

WHEREAS, said administration, inspection, field density testing, and material testing are hereinafter referred to as "incidentals to construction," and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized..."(b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.", and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, KNOW YE THAT:  
THE PARTIES HERETO AGREE AS FOLLOWS:  
THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) Provide design services during construction, if requested by the State, including (a) consultation, advice and visits to the work site, (b) review and approval of all shop plans and construction drawings received from the construction contractor, and (c) such design services as may be required.

(3) Pay for necessary design services during construction, including assistants rendering professional, technical, engineering or other assistance and advice under the provisions of Article (2) of this Agreement. One hundred percent (100%) of the cost incurred by the Municipality to provide such services will be reimbursed by the State under the provisions of Article (27) of this Agreement.

(4) Grant the State and the State's contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(5) Assume all responsibility and liability for:

- a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project upon completion of the Project to the satisfaction of the State and the Federal Highway Administration.
- b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.
- c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

(6) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances, and regulations.

(7) Reimburse the State one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant, in the contract plans, specifications, and estimates or due to inadequate construction engineering services. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost incurred due to said errors and/or omissions.

(8) Deposit with the State, upon demand, one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including incidentals to construction costs for this Project, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for said Federal-aid non-participating contract item(s).

(9) Deposit with the State, upon demand, the full non-federal share, twenty percent (20%), of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by construction. This cost includes all contract item(s) associated with the construction of the sidewalk(s), including incidentals to construction costs. The percentage derived from the ratio of the total incidentals to construction cost to the total contract item(s) cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost incurred due to the construction of the sidewalk(s). This requirement is in accordance with the Connecticut Department of Transportation's Policy Statement, Policy No. HWYS-19.

(10) Deposit with the State, upon demand, the sum of Zero Dollars (\$ 0.00) for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility.

(11) Reimburse the State for all expenditures on the Project in the event the Project is cancelled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal and State participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause."

(12) (a) Deposit with the State, upon demand, the Municipality's share of the estimated construction cost, as shown in Article (27) of this Agreement.

(b) If at the time of low bid, the approved cost exceeds the estimated federal-aid participating construction cost indicated in Article (27), Item "F" hereof, the Municipality shall deposit with the State upon demand, their share of the additional cost. The Municipality shall pay the demand deposit within sixty (60) days after receipt of written notification by the State or shall notify the State, in writing, of the Municipality's desire to either reduce the Project scope to not exceed the estimated construction cost, as indicated in Article (27), Item "F" of this Agreement, or to terminate the Project with a reimbursement of all advertising, incidentals to construction and construction costs expended by the State. Subsequent to the adjustment at low bid and excluding the work covered by Articles (7), (8) and (9) of this Agreement, the Municipality will not be required to pay any further share of the federal-aid participating cost during construction. Participating construction cost increases will become the responsibility of the State and the Federal Highway Administration.

(13) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services.

(14) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," dated May 13, 2009, a copy of which is attached hereto and hereby made part of this Agreement.

THE STATE SHALL:

(15) Use apportionment made available to the State under the provisions of the Federal Surface Transportation Program to complete the construction phase of the Project and all related activities the State has agreed to perform herein.

(16) Advertise, receive bids, award a contract, make payments to the contractor, and provide the Municipality with copies of the plans and specifications regarding the construction phase of the Project.

(17) Provide services including, but not limited to, administration, field density testing, material testing, inspection, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(18) Assume maintenance responsibility for those State facilities constructed as part of this Project.

(19) Perform a complete audit of the costs of the Project to determine the final payment due the State or the reimbursement due the Municipality by the State, upon completion of construction, when the Municipality makes a demand deposit to the State.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(20) That the State may regulate the satisfactory accommodation of utilities on a continuing basis to any federal surface transportation urban program roadway or facility, as provided in Section 13a-98f of the General Statutes of Connecticut, as revised, and the Municipality will assist and cooperate in enforcing such regulations and shall issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility and take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the State's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility as outlined in the first paragraph of this Article, shall become the responsibility of the Municipality.

(21) That if the Municipality fails to fulfill its responsibility in regard to Articles (5) and (6) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(22) That with respect to any claim, judgment or award against the State in connection with this Project which arises from an act or omission of the Municipality (whether or not other factors

contributed thereto), the Municipality shall reimburse the State for one hundred percent (100%) of the related liability, litigation costs, and any other related costs sustained by the State. Such acts or omissions shall include, but shall not be limited to, design errors or omissions, and failures by the Municipality to make necessary arrangements for utilities work.

If a portion of a judgment or award rendered against the State in a lawsuit or arbitration related to this Project is attributable to an act or omission of the Municipality, the Municipality shall reimburse the State for the percent of the State's total litigation costs in said lawsuit or arbitration which is equal to the percent of the total judgment or award that was based on acts or omissions of the Municipality or its consultant. If a lawsuit or arbitration proceeding is brought against the State in connection with this Project, but no judgment or award is rendered against the State therein, then the Municipality shall reimburse the State for all of the costs incurred by the State in defending against said lawsuit or proceeding. If such a lawsuit or proceeding is settled, the State, in its sole discretion, but only after consultation with the Municipality, shall determine the portion of the related defense costs for which the Municipality shall be required to reimburse the State.

(23) That before completion of the construction phase of the Project, the State, in concert with the Municipality, shall perform semi-final and final inspections of the Project. The Municipality shall be notified of such inspections, in writing, by the State.

(24) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.

(25) That any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

a) Be in writing addressed to:

i) When the State is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

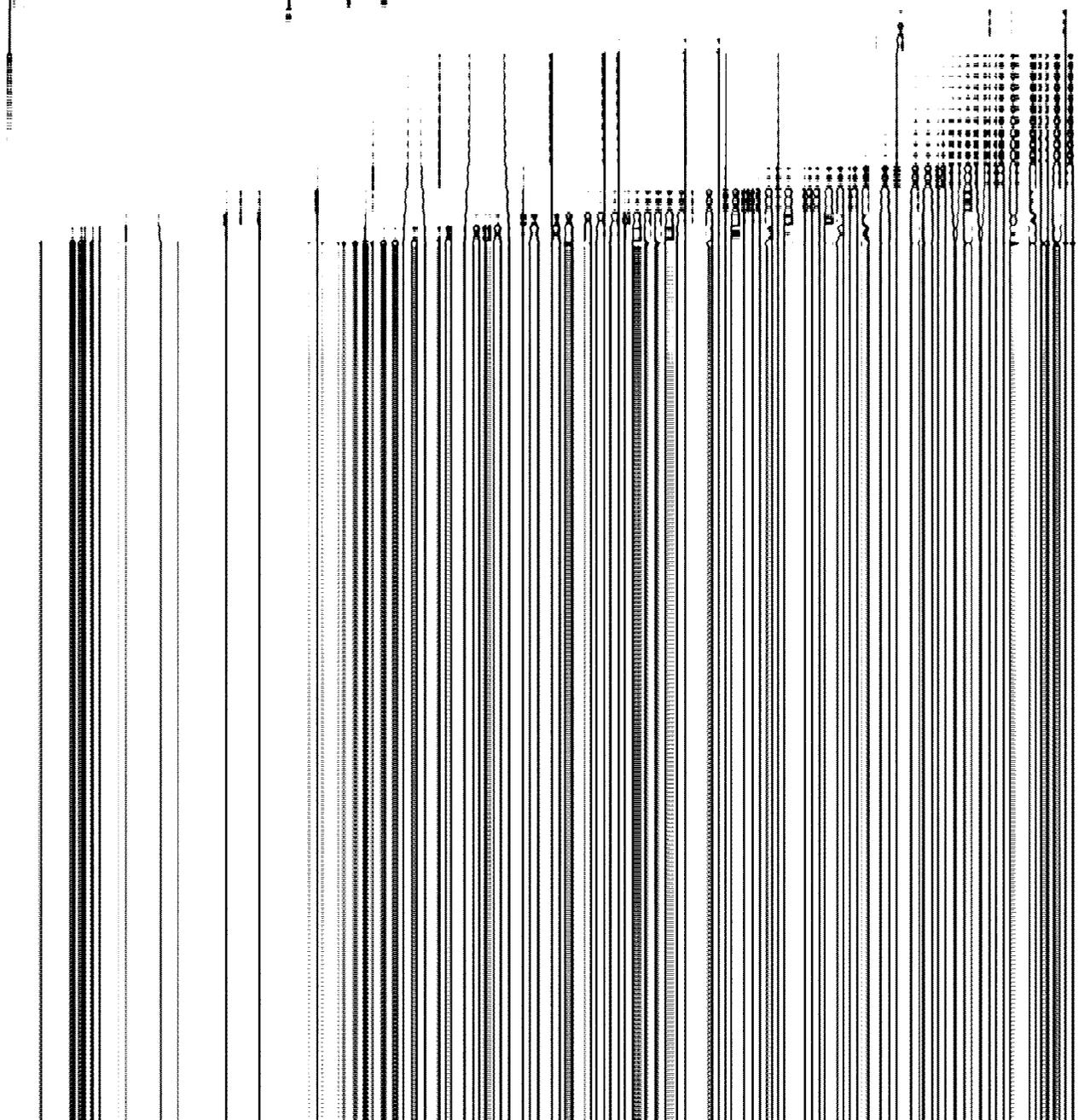
ii) When the Municipality is to receive such notice -

Mayor  
City of Bridgeport  
City Hall  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

- b) Be delivered in person or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title,



- b) Be delivered in person or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(26) That the State shall reimburse the Municipality, one hundred percent (100%) of the amount expended by the Municipality for work performed under the terms of Article (2) of this Agreement. Reimbursement will be made in the following manner:

- (a) The Municipality shall submit to the State on an appropriate State invoice form with supporting data, the cost of services rendered and expenses incurred for a period of thirty days or longer during the term of this Agreement. Municipal costs shall be limited to the actual payroll for the Project; fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the invoice by the State, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality.

(27) That the total estimated cost for the construction phase of the Project is Five Million Two Hundred Fifty-four Thousand Dollars (\$5,254,000), which includes anticipated expenditures of Six Hundred Four Thousand Dollars (\$604,000) for services to be provided by the State and One Hundred Twenty Thousand Dollars (\$ 120,000) for services to be provided by the Municipality

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Hundred Twenty Thousand Dollars (\$ 120,000), unless revised under the terms of a supplemental agreement.

ESTIMATED CONSTRUCTION COSTS

State Project No. 15-310

Federal-aid Project No. 000R(316)

Participating (80% Federal, 20% State)

A.	Contract Items and Contingencies.....	\$ 4,530,000
B.	Incidentals to Construction—Municipal-Design Services During Construction (Refer to Article 2).....	\$ 120,000
C.	Incidentals to Construction—State Inspection Services.....	\$ 540,000
D.	Incidentals to Construction—State Material Testing.....	\$ 60,000
E.	Incidentals to Construction—State Audits.....	\$ 4,000
F.	Total Project Construction Cost (A+B+C+D+E).....	\$ 5,254,000
G.	Estimated Federal Proportionate Share of the Total Constr. Cost (80% of F).....	\$ 4,212,000
H.	Estimated State Proportionate Share of the Total Constr. Cost (20% of F).....	\$ 1,042,000
I.	Estimated Municipal Proportionate Share of the Total Construction Cost .....	\$ 0
J.	Maximum Amount of Reimbursement to Municipality (100 % of B).....	\$ 120,000
K.	Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article (10) of this Agreement.....	\$ 0
L.	Total Demand Deposit.....	\$ 0

(28) That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

(29) The Agreement itself is not an authorization for the Municipality to provide goods or begin performance in any way. The Municipality may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Municipality providing goods or commencing performance without a duly issued purchase order in accordance with this Article does so at the Municipality's own risk.

The State shall issue a purchase order against the Agreement directly to the Municipality and to no other party.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
Department of Transportation  
Joseph F. Marie, Commissioner

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)

Thomas A. Harley, P.E.  
Bureau Chief  
Bureau of Engineering and  
Construction

\_\_\_\_\_  
Name:

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

CITY OF BRIDGEPORT

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)

Bill Finch  
Mayor

\_\_\_\_\_  
Name:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

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

# **ATTACHMENT "A"**

## **CITY OF BRIDGEPORT**

State Project No. 15-310  
Federal Project No. 000R(316)  
EVPS Locations

- 1) Housatonic Street at Congress Street
- 2) Housatonic Street at Lumber Street
- 3) Madison Avenue at Albemarle Street
- 4) Madison Avenue at Vincelette Street and Foxledge
- 5) Reservoir Avenue at Sylvan Avenue and Lake Street

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b)(1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Municipality further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Municipality that such disability prevents performance of the work involved; (2) the Municipality agrees, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission advising the labor

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

(c) Determination of the Municipality's good faith efforts shall include but shall not be limited to the following factors: The Municipality's employment and subcontracting policies, patterns and practices, affirmative advertising, recruitment and training, technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Municipality shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Municipality shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Municipality shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes Section 46a-56, provided if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Municipality agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(2) This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Municipality's request, the State shall provide a copy of these Orders to the Municipality.

(3) To acknowledge and agree to comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made a part hereof.

(4) To acknowledge and agree to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(5) That suspended or debarred consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (5)(a)(2) of this certification; and

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

(1) The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(6) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.

(7) The Municipality agrees that during the term of this Agreement, including any extension thereof, it shall and it shall require its subcontractor(s) to, indemnify and save harmless the State of Connecticut, its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, operations conducted by or capital purchases made by the Municipality and/or any of its subcontractor(s) under this Agreement, including any supplements thereto, or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.

(8) That the Municipality shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Municipality, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental immunity.

(9) The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(10) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

The Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the attached Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.**

(11)(a) That pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Municipality agrees and warrants that in the performance of the contract such Municipality will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Municipality agrees to provide each labor union or representative of workers with which such Municipality has a collective bargaining agreement or other contract or understanding and each vendor with which such Municipality has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Municipality's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Municipality agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes; (4) the Municipality agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Municipality which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Municipality shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Municipality shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Municipality may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(12) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(13) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(14) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(15) That this Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

(16) When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR  
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

State of Connecticut by His Excellency

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment —

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

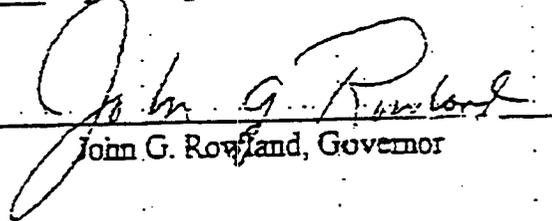
Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4<sup>th</sup> day of August 1999.

  
John G. Rowland, Governor

Filed this 4<sup>th</sup> day of August 1999





STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

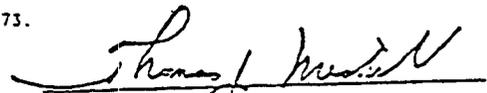
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.





# CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## **Enforcement**

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## **Prohibited Activities**

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

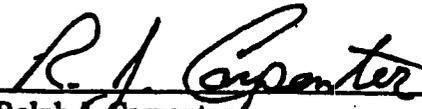
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

## **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

### **Attachment**

#### **List 1 and List 3**

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



# STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

52 FARMINGTON AVENUE

HARTFORD, CONNECTICUT, 06105

Agreement No.

## GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to S12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

### Description of property or service(s):

Traffic Signal Modernization and Emergency Vehicle Pre-Emption System Equipment Installation

Purchaser: State of Connecticut, Department of Transportation  
Name of Agency

By: \_\_\_\_\_ Title: Chief Engineer, Bureau of  
Engineering and Construction

Address: 2800 Berlin Turnpike, P.O. Box 317546  
Newington, Connecticut 06131-7546

Dated: \_\_\_\_\_, 20

at Newington, Connecticut"

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During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the appropriate Federal Agency directly involved therewith, if appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the appropriate Federal Agency directly involved therewith, may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> 1 a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> 2 a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> 3 a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> 4 Prime    <input type="checkbox"/> 5 Subawardee    Tier <input type="checkbox"/> if known</p> <p>Congressional District, if known: _____</p>	<p><b>5. If reporting entity in No. 4 is Subawardee, enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known: \$</b></p>	
<p><b>10. a. Name and Address of Lobbying Entity</b></p> <p>(if individual, last name, first name, MI): _____</p>	<p><b>b. Individuals Performing Services</b></p> <p>(including address if different from No. 10a)</p> <p>(last name, first name, MI): _____</p>	
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ _____ <input type="checkbox"/> 6 actual <input type="checkbox"/> 7 planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> 10 a. retainer</p> <p><input type="checkbox"/> 11 b. one-time fee</p> <p><input type="checkbox"/> 12 c. commission</p> <p><input type="checkbox"/> 13 d. contingent fee</p> <p><input type="checkbox"/> 14 e. deferred</p> <p><input type="checkbox"/> 15 d. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> 8 a. cash</p> <p><input type="checkbox"/> 9 b. in-kind; specify: nature _____</p> <p style="padding-left: 40px;">value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</b></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> 16 Yes <input type="checkbox"/> 17 No</b></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.



# City of Bridgeport, Connecticut

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

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

**103-08**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Board of Assessment Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

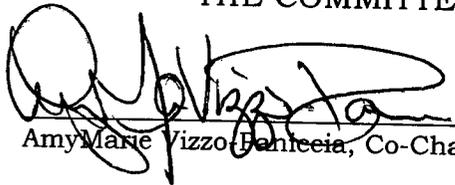
**NAME**

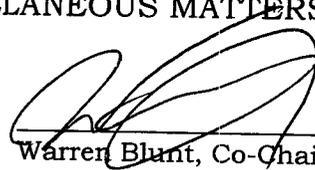
**TERM EXPIRES**

Abel F. Chaparro (D)  
40 Alexander Drive  
Bridgeport, CT 06606  
Replaces: Sandra Few

December 31, 2011

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Faniceia, Co-Chairman

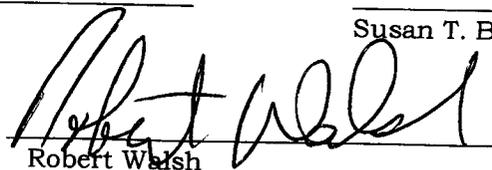
  
\_\_\_\_\_  
Warren Blunt, Co-Chairman

\_\_\_\_\_  
Richard M. Paoletto, Jr.

  
\_\_\_\_\_  
Denese Taylor-Moye

\_\_\_\_\_  
Daniel Martinez

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

  
\_\_\_\_\_  
Robert Walsh

Council Date: June 15, 2009