

AGENDA
CITY COUNCIL MEETING
MONDAY, MAY 6, 2013

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: In Recognition of The University of Bridgeport Women's Gymnastics Team for winning their 5th National Championship in a row.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 1, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 64-12** Communication from WPCA re: WPCA'S Fiscal 2013-2014 Proposed Budget, **ACCEPTED AND MADE PART OF THE RECORD.**
- 65-12** Communication from Labor Relations and Benefits Administration re: Proposed Settlement of Workers' Compensation Claim with Wilmer Carde, referred to Miscellaneous Matters Committee.
- 66-12** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with United Healthcare Insurance Company to provide Medicare-D Prescription Drug Benefits for Medicare-Eligible Police and Fire Retirees for the period of January 1, 2013 – December 31, 2013, referred to Contracts Committee.
- 67-12** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with Joseph G. Pulitano Insurance Agency, Inc. to market Long-Term Insurance to Employees and Retirees of the City and Board of Education for the period of May 15, 2013 – December 31, 2014, referred to Contracts Committee.
- 68-12** Communication from Mayor re: Appointment of Andrea L. Townsend (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.
- 69-12** Communication from OPED re: Proposed Request for the Discontinuance of a Portion of School Street as a part of the Black Rock Elementary School Expansion Project, referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 70-12** Communication from Health & Social Services re: Grant Submission: 2013 Neighborhood Assistance Act, referred to Economic and Community Development and Environment Committee.
- 71-12** Communication from OPED re: (Ref. #151-11) Proposed Resolution Authorizing the Disposition of Property located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
- 72-12** Communication from OPED re: Proposed Resolution concerning the Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and Authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex and Ordering a Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
- 74-12** Communication from OPED re: Proposed Resolution concerning the Lease Agreement with the State of Connecticut Department of Transportation re: I-95 Rights of Way Properties at the Intersection of South and Myrtle Avenues for Roosevelt School Construction, referred to Economic and Community Development and Environment Committee.
- 75-12** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Theresa Timpanelli, referred to Miscellaneous Matters Committee.
- 76-12** Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Rehabilitation of Augustana Homes at 525 Palisade Avenue, referred to Economic and Community Development and Environment Committee.

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

- 73-12** Resolution presented by Council Members Banta and Taylor-Moye re: Request that a Streetlight be Installed on Utility Pole #3117 located in front of 57-59 Milne Street, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *44-12** Joint Committee on Ordinances and Public Safety & Transportation Report re: (Ref. #39-11) Informational Session Meeting to Review Chapter 9.12 Offenses by or Against Children, Article I Curfew for Minors Ordinance.
- *35-12** Economic and Community Development and Environment Committee Report re: Land Acquisition Agreement for a Portion of the General Electric Property located on Boston Avenue for the purpose of constructing a new high school.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 6, 2013 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

Election Defect.

George Mintz
86 Ridgebrook Drive
Bridgeport, CT 06606

Juneteenth Parade/City Government Fair.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal Governance.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, MAY 6, 2013
6:30 PM**

ATTENDANCE: Council members: Brannelly, *Stafstrom, Banta, Taylor-Moye, Olson, *Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, Silva, Ayala, Martinez, Marella, *Baker, Holloway
*= arrived after roll call

ABSENT: Council member: dePara

Council President McCarthy called the public speaking session to order at 6:35 pm.

The city clerk took the roll call and announced there was a quorum.

Council President McCarthy stated that Council member dePara wasn't in attendance due to illness and Council member Paoletto was running late due to car trouble.

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NAME

SUBJECT

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

Election Defect.

Council President McCarthy called the named person to come forward, the speaker wasn't present.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Fiscal Governance.

The named speaker presented the following statement to: Council President McCarthy, Council Members, neighbors and friends.

OFFICE RECEIVED
MAY 15 12:30
CITY CLERK

I speak to you often and ask questions that seem to require answers. It is pretty obvious from the general lack of response that you are fairly comfortable with the status quo in terms of your responsibilities as Council persons and the job you accomplish. Let's take a quick ride tonight. My time is short. Ride shotgun with me as we look at the two major things you have been elected to do:

- Review issues that come before you and create ordinances for public order and safety.
- Participate in the formation of the annual budget with your vote as an important element in the process:

Most of what ends up on your agenda comes from the administration. You know that I guess, although tonight you have an item proposed by two Council persons. The routine is that you are reactive and often are starved for good reliable and necessary information to guide you in your deliberations. But you are never in doubt as to what the administration wants. You are often rushed to judgment because of City pressure. You go along with it for the most part. I wait for you to pushback on occasion. It would be responsible of you to do so.

I know that on this ride you are looking through the front window. But to drive safely, you really need to look in the mirror to see what you have passed that may have an effect on your present position and direction. By this I mean you need more attention to the Comprehensive Annual Financial Report and the various reports and letters attached to it. You did not scratch the surface in your meeting this year, but you did meet on it.

In this regard, the monthly reports that are habitually late, a Charter violation that you put up with, and they inform you less than they did just one year ago. You know that if you have been looking at them, but if you have not, you have no idea of whether we are headed for another deficit again this year or not. Do you care? I hope you do, because I certainly do. Another year of expenses exceeding revenues weakens the City further.

What do I mean? You just received the February monthly on April 29. Last year we learned that a \$3,800,000 deficit was projected for year end. Do you see such a report summary from Finance this year? Why not? When you turn to the Revenue and Expense pages are there any pages indicating explanations for the variances? I don't see any. Why do you sit there and not ask for what you were receiving before? Why doesn't your president act on your behalf? Now what you do have this year is a report with boxes and cross hatching to make it easier to read the numbers in the columns and for the line items. But that is a small gain for what you have lost.

Did you ever receive a final copy of the June 2012 report coincident with the CAFR? Why not if you did not? How can you assure that the actual line items that were budgeted and spent in 2012 and then reported to you in this year's proposed budget are accurate? You can't. You have to assume. But if you were to receive all the reports, in a timely manner and review them consistently you would be able to see the excess overtime that police, fire and emergency office employees are racking up month after month. Maybe you would find a reason for it. Perhaps it has to do with the change of pension formulas that include

overtime in the State MERF plan?? Will the State return to assess us more funding in the future because our employees are getting greater payouts?

Do you know? Do you care? Why not get the basic tools to do the job expected of you as a vital part of our check and balance system? Time will tell.

The following persons signed up to speak prior to the Public Speaking Session:

Cecil Young

Mr. Young spoke about coming before the city council, not just to be heard, but to bring forth important issues. He mentioned the matter of him being denied benefits, noting that he still hasn't been compensated. He stated that he was a city employee for twenty-seven years and he requested once again that the matter be looked into. He relayed that he has respect for the city council; however, he is troubled that he doesn't receive the same respect. He repeated the matter of his unjust termination that he has been trying to get resolved for the last seven years. He mentioned the good deeds that Martin Luther King tried to accomplish for minorities and he expressed that he wants to be treated with respect as a taxpayer, homeowner and former city employee. He emphasized once again that he was tired of being treated like a n*****... Council President McCarthy interjected to ask Mr. Young to refrain from using that word. Mr. Young clarified that he's not a racist and that he has respect for Council President McCarthy, but he doesn't like being treated like a n*****.

Amos Brown

Mr. Brown stated that he has been paying attention to what's going on in Bridgeport. He spoke about cameras that he thought should be installed at specific hot spots in Bridgeport to monitor crime. He said he felt they would have some control over gang related activity. He stated that if they don't get the gun bill passed, then guns will be easily purchased over the Internet. He went on to say that he didn't feel it was right that people have to move out of the city due to lack of employment and he suggested some ways that the city could save money. He clarified that he not only speaks for the youth in Bridgeport, but for the youth in other cities also.

Clyde Nicholson

Mr. Nicholson mentioned the contamination at Harding High School. He said he hoped the matter would be rectified for future generations. He went on to speak about the ban on assault weapons. He mentioned other issues that he thought were plaguing Bridgeport; such as the snow plowing issue. He questioned why the citizens are forced to pay for everything as taxpayers, noting that he didn't think a second city hall was necessary. He said it isn't fair to the taxpayers, senior citizens or homeless persons who can't afford much. He further questioned when the time comes that "we" as people get a tax break. He stated that the schools are in poor condition and the school system is failing. He further mentioned the problem with the Board of Education and the Mayor being in control of what

goes on in the city. He emphasized that it was time for the citizens to stand up and say it's enough!

George Mintz
86 Ridgebrook Drive
Bridgeport, CT 06606

Juneteenth Parade/City Government Fair.

This speaker was called to come forward at the beginning of the Public Speaking Session but he wasn't present. When he arrived late, he addressed the city council as follows:

Mr. Mintz spoke about the Juneteenth celebration of freedom in America that is held during the month of June. He stated that he has worked with the Bridgeport public school system to expose students to the event and he has sponsored small scholarships for students. He expressed that the day is a celebration of emancipation and to honor leaders in the past that were instrumental during emancipation. He noted that for the 2012 celebration, descendents of Frederick Douglas, William Garrison and Prudence Grandow who operated the first school in Connecticut during 1833 for "colored girls". He said this year there will be a parade with marshals from different areas in Fairfield County that he hoped would be memorable and that will encourage people to patronize local businesses. He mentioned that he would like members of the council to march in the parade and he also asked them to consider making a donation to cover parade expenses for security etc. He noted that he left information with the city clerk regarding the parade and contact information. He concluded and stated that the middle schools and high school bands would be well represented at the parade. He thanked the city council for their consideration.

The public speaking session closed at 7:05 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, MAY 6, 2013

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, Silva, Ayala, Martinez, Marella, Baker

ABSENT: Council member: dePara

Council President McCarthy called the meeting to order at 7:10 pm.

Prayer - Council member Lyons offered the prayer.

Pledge of Allegiance - George Estrada led the pledge of allegiance.

Roll Call - the city clerk took the roll call and announced there was a quorum.

Moment of Silence

Council President McCarthy requested a moment of silence for the 2-year old (Corey) that was recently hit by a car. He expressed that he is still struggling to recover at Yale Hospital and he asked that everyone send their good vibes and prayers to the family.

City Council Citation: In Recognition of The University of Bridgeport Women's Gymnastics Team for winning their 5th National Championship in a row.

Council President McCarthy stated that the city council always tries to extend a citation to a person or group that does good things in Bridgeport. He expressed that tonight they wanted to acknowledge the The University of Bridgeport Women's Gymnastics Team on their 5th National Championship. He asked the team members present to come forward to be congratulated.

The following council members came forward to present the citation to the team: Council member Banta, Bonney, Taylor-Moye.

Council President recognized the team coaches for their leadership to the team for the last three years. He mentioned that only half of the team was present tonight, due to final exams going on. However, he expressed that the entire team was being honored- *he read the names of all team members and the members that were present came forward to accept their citation.*

The proclamation was read on behalf of the entire city council with their sincerest congratulations on the 5th championship.

Coach Kevin Byron thanked the city council for the citation and for their support during the last five consecutive wins.

Council President McCarthy expressed that the city council and the city of Bridgeport were proud of what the team does and how they represent the state and the country. He wished them continued success.

A group picture was taken with the team, coaches and the entire city council.

Council President McCarthy called for a caucus at 7:25 pm.

The caucus ended at 7:55 pm.

Council President McCarthy reconvened the meeting at 8:00 pm.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 1, 2013

- ** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER AUSTIN SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- ** COUNCIL MEMBER BRANNELLY MOVED TO COMBINE AND REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES and RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED**

- 64-12** Communication from WPCA re: WPCA'S Fiscal 2013-2014 Proposed Budget, **ACCEPTED AND MADE PART OF THE RECORD.**
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**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council member Vizzo-Paniccia requested to remove item *44-12

Mayor Finch asked the city clerk to read the consent calendar. The consent calendar was read by the city clerk.

***44-12** Joint Committee on Ordinances and Public Safety & Transportation Report re: (Ref. #39-11) Informational Session Meeting to Review Chapter 9.12 Offenses by or Against Children, Article I Curfew for Minors Ordinance. – *removed from consent calendar*

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER MARTINEZ SECONDED**

Council member Vizzo-Paniccia stated that the item was pulled from the consent calendar for the purpose of thanking the Ordinance Committee, Public Safety & Transportation Committee and Council member Blunt for the time they put in addressing the curfew and for receiving updates from the Chief of Police Gaudet and Sergeant Dickerson. Overall, she said they received a general consensus that the curfew was being well received by the community.

Council member Lyons thanked the Ordinance Committee and Public Safety & Transportation Committee for their work addressing the matter. She stated that the matter will be reviewed again in six months to gauge how well the ordinance has taken its place. She also thanked the police department for submitting the updated reports.

**** MOTION PASSED UNANIMOUSLY**

***35-12** Economic and Community Development and Environment Committee Report re: Land Acquisition Agreement for a Portion of the General Electric Property located on Boston Avenue for the purpose of constructing a new high school.

**** COUNCIL MEMBER McCARTHY MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council member Vizzo-Paniccia asked for details about the land acquisition, in terms of the funding source and the exact location of the school. She stated that she wanted to ensure that all was accounted for in the budget.

Mayor Finch responded and said that the new high school will be multiple times more efficient and in line with environmental design standards for lighting and lower heating bills. In terms of the location, he said the location was determined to be the most efficient use of the land and it was felt that taxation would be higher and better use at this location. He mentioned further details that will be included, such as the river that will be restored with significant green space along the river. He added that the use will be situated in the middle of the property, but he wasn't sure what the other property uses would be yet. However, he said the city was actively working with General Electric to determine that and the matter will be debated for a while with all parties involved and agreed upon.

Council member Brantley stated that there was much discussion where the school would be located. And the property was determined to be the best site that will include athletic sports tracks. She stated the location of the school won't pose any significant problems to

the residents in the area. She said there will be several environmental tests conducted to look at the site for contaminants that must be cleared away before any construction is done. And there will also be a public hearing scheduled. She commented that the committee is looking forward to the school being built due to the need in the area. She urged everyone to attend the public hearing and she emphasized that the safety of the children is their primary concern.

Mayor Finch stated that they didn't find any safety concerns whatsoever. He recalled that they lost funding twice in the past and the students have been located at temporary sites for a while and he would like to move forward to place the students permanently.

Council President McCarthy concurred that the students deserve a new school and he said the project was fully supported by him as a great thing for the city.

Council member Vizzo-Paniccia asked if the surrounding neighbors and senior housing residence has been informed about the project. She explained that she asked the question due to the night sport games that will be held and potential problems that lighting may cause. She further relayed that she hoped the Board of Education would keep the old school name.

Mayor Finch stated that Connecticut has the most restrictive brown field regulations that he felt were too stringent. He said the regulations are being looked at for modification to allow more development in the city. He thanked General Electric for donating the land to the city.

Council member Vizzo-Paniccia said she hoped they could market the other land portion to get the best rates and to also obtain some compensation from the non-profits that may go in.

Council member Lyons stated that letters would go out to the abutting neighbors to make them aware of the project. She relayed that many issues were reviewed and discussed to ensure that the project is constructed with good insight.

Council member Martinez stated that she was pleased the kids on the east side were being represented at Harding. She expressed that she was glad that General Electric donated the land for building the school. She further noted that the current school is in bad shape. She said it's also a good project, because the students and their families can now stay in the community. Overall, she said she was happy with the notification to the parents and students and she didn't feel the project would pose any impact to the residents of the area.

Council member Brantley reiterated that notices would go out to the community. She said she was sure that there wouldn't be any impact to the residents in the area. She thanked General Electric for donating the land. She further commented that there may be a name change of the school, but they are still in discussion about that. Mayor Finch stated that the suggestion of naming the school the Barack Obama High School would be a great motivator for the students. Council member Olson agreed that it was time for a name change.

Council member Olson commented that he hoped some of the major non-profits in the city would stand up to recognize that the city spends a great deal of money for their services.

**** MOTION PASSED UNANIMOUSLY**

Other business:

Mayor Finch announced that on Tuesday, May 7 at 10:00 am at Curiale School; the city would be accepting a check from Scotts Miracle Gro.

Council President announced that Council member dePara was absent due to illness.

New business:

**** COUNCIL PRESIDENT McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE THE STATE TAX ABATEMENT REIMBURSEMENT (ITEM # 64-12)**

**** COUNCIL MEMBER LYONS SECONDED**

Kelly Lenz addressed the city council to explain that the item pertained to a 4-year Master Assistance Agreement by and between The State of Connecticut and City of Bridgeport. Re: DECD Project Name: Seaview Gardens/Union Village. She briefly explained the basis of the abatement, noting that the matter was time sensitive because the state is setting their budget. She stated that there is no out of pocket expense to the city and the reimbursement is for the benefit of the residents.

It was stated that the following council members would abstain from the vote: Council members: Brantley, Olson, Ayala and Paoletto.

Council member Olson commented that he had an issue with items coming forward for approval at the eleventh hour.

Mayor Finch clarified that abstaining from a vote should only apply if there is a financial conflict of interest. Council President McCarthy clarified that if a family member of a council member has a financial interest, then an abstention should apply.

- ** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND FOUR ABSTENTIONS (COUNCIL MEMBERS: BRANTLEY, OLSON, AYALA, PAOLETTO)**
- ** COUNCIL MEMBER BRANTLY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**
- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**
- ** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM 43-12 THE PROPOSED BUDGET & APPROPRIATIONS REPORT FIVE-YEAR CAPITAL PLAN (CP) FOR FISCAL YEARS 2014-2018 (AS AMENDED)**

Council member Brannelly gave a brief update regarding the item.

- ** COUNCIL MEMBER MARELLA SECONDED**

*Council member Stafstrom stated he would abstain from voting on the Land Acquisition portion of the report.

- ** MOTION PASSED UNANIMOUSLY**

- Council member Brannelly gave a brief update about her visit to the cell fuel energy plant.

ADJOURNMENT

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

The meeting adjourned at 8:35 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

WILLIAM E. ROBINSON
Acting General Manager

COMM. #64-12 ACCEPTED AND MADE PART OF THE RECORD on 5/6/2013

MEMORANDUM

DATE: April 12, 2013
TO: Fleeta Hudson
City Clerk
FROM: William E. Robinson
Acting General Manager
RE: WPCA Fiscal 2013-2014 Proposed Budget

RECEIVED
CITY CLERK'S OFFICE
APR 15 2 18

Attached are copies of the WPCA's Fiscal 2013-2014 Proposed Budget and the cover letter to the WPCA Board of Directors.

Please distribute these to the Council Members.

The equipment area includes replacement and rehabilitation of various equipment at both treatment facilities. Vehicles purchases are needed to replace aging equipment Both of these are being funded through City bond funds.

Operating reserves and non-bonded equipment maintenance and repairs are being budgeted at the same level as the current year due to the expected contract operator change and an anticipated increase in major repairs or rehabilitation for aging infrastructure.

The Revenue area has changed versus last year primarily in the following areas:

Bridgeport sewer user fees are higher due to the rate increase needed for higher costs with the new contract operator.

Revenues from outside communities are higher due to the rate increase and discontinuing the contractual discount to the Town of Trumbull. Usage is estimated to be up slightly for the Town of Trumbull in Fiscal 2014.

This budget includes the expectation of use of existing bond funding through the City to cover capital costs that total \$732,500.

Attachments

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT**

PROPOSED BUDGET

FISCAL 2013/2014

March 28, 2013

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STATE LOAN RETIREMENT FUNDING	SCHEDULE C
CAPITAL BUDGET	SCHEDULE D
PLANNED SEWER REHABILITATION	SCHEDULE E
PERMIT AND MISCELLANEOUS FEES	SCHEDULE F
	SCHEDULE G

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT
FISCAL 2013-2014 PROPOSED BUDGET**

	PROPOSED FY 2014 BUDGET
REVENUES:	
BRIDGEPORT	<u>\$30,390,799</u>
OUTSIDE COMMUNITIES	6,762,491
INTEREST ON INVESTMENTS	8,000
SEPTIC TICKET REVENUE	620,000
OTHER REVENUE	173,321
ARREARAGE COLLECTIONS	1,500,000
CAPITAL FUNDS	732,500
TOTAL REVENUES	<u><u>40,187,110</u></u>
 EXPENSES:	
OPERATIONS, MAINTENANCE & MANAGEMENT	
SERVICES AGREEMENT	\$23,356,164
UTILITIES	2,300,000
ADMINISTRATION	2,011,238
COLLECTION SYSTEM REHABILITATION	1,400,000
CITY OVERHEAD COSTS	475,000
COLLECTION FEES	275,000
DEBT SERVICE-BONDS	379,062
STATE LOAN RESERVE FUNDING	6,291,646
EQUIPMENT & VEHICLES	982,500
AD DEBT RESERVES AND ADJUSTMENTS	2,466,500
OPERATING RESERVE	250,000
TOTAL EXPENSES	<u><u>\$40,187,110</u></u>

The proposed usage fee and rates are as follows:

Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$5.765
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.480
Industrial Total Suspended Solids Surcharge per Pound	\$0.430

NEW A/C#	ACCOUNT DESCRIPTION	2009/2010 ACTUAL	2010/2011 ACTUAL	2011/2012 ACTUAL	2012/2013 MODIFIED BUDGET	2012/2013 ESTIMATE	2013/2014 PROPOSED BUDGET
DEPT. 0180 - ADMINISTRATION							
1000	SALARIES	544,959	512,173	559,281	640,462	550,000	662,421
8802	SALARIES-RECOVERY FROM CT DEP	(9,448)	0	0	0	0	
1140	LONGEVITY	6,075	4,800	4,950	5,850	5,850	6,825
1108	OVERTIME	11,601	11,691	17,557	17,500	17,500	17,500
2000	FRINGES-NET OF DEP RECOVERY	134,036	152,558	191,982	224,331	300,000	266,742
3605	SEMINAR,CONF. FEES & MEMBERSHIPS	2,675	1,680	1,128	2,000	1,200	1,800
3705	ADVERTISING	3,155	1,410	2,962	3,000	4,500	6,000
3720	TELEPHONE	2,117	1,678	2,153	3,000	2,700	2,750
3905	REIMBURSED TRAVEL	419	1,051	1,691	2,250	1,540	2,000
4020	COMPUTER PARTS	448	150	0	400	400	400
4555	COMPUTER SUPPLIES	941	988	163	1,500	1,400	1,500
4550	COMPUTER SOFTWARE	0	74	475	500	500	1,000
4610	DIESEL FUEL	63,602	53,353	78,625	110,000	110,000	125,000
4615	GASOLINE FOR VEHICLES	89,735	103,693	132,837	140,200	140,200	150,200
4675	SUPPLIES-OFFICE	2,373	1,834	2,863	2,500	2,600	2,600
4680	PERMITS(NPDES)	6,617	6,867	7,127	8,450	8,500	8,450
4705	SUBSCRIPTIONS	469	320	590	425	450	450
4725	POSTAGE DIRECT	1,512	1,500	1,880	2,000	2,000	2,250
4745	SAFETY EQUIPMENT	188	450	436	675	700	725
5055	COMPUTER EQUIPMENT	0	868	0	10,000	10,000	10,000
5150	OFFICE EQUIPMENT	790	3,911	0	500	500	500
5155	EQUIPMENT RENTAL	2,362	2,164	2,164	2,500	2,500	2,500
5530	OFFICE FURNITURE	1,647	1,529	227	750	750	1,000
6010	ENGINEERING SERVICES	321,885	464,305	352,356	400,000	250,000	400,000
6055	COMPUTER SERVICES	702	901	326	3,500	3,500	3,500
6065	COMMUNICATION EQUIP-M&R	5,066	9,750	10,425	10,871	10,758	11,560
6100	AUDIT FEES	10,500	11,000	12,000	13,000	13,000	14,000
6110	BILLING SERVICES	2,744	1,859	2,365	3,000	3,000	3,500
6130	LEGAL SERVICES	213,880	124,757	172,940	400,000	350,000	400,000
6175	M & R EQUIP.-OFFICE EQUIP	1,156	1,825	1,237	1,550	1,550	1,975
6180	OTHER SERVICES	548	644	13,779	18,500	11,000	18,500
6200	PRINTING-IN HOUSE	268	690	700	2,000	2,000	2,000
6225	SECURITY SERVICES	3,264	3,444	2,800	2,940	2,800	3,200
7005	CONTINGENCY	0	5,075	0	150,000	99,250	150,000
8801	GASOLINE& DIESEL/ RECOVERY	(153,337)	(167,138)	(196,742)	(250,000)	(250,000)	(275,000)
8803	M & R EQUIP. & SECURITY-RECOVERY	(6,278)	(6,580)	(6,954)	(7,349)	(7,349)	(7,810)
9015	PRINTING SERVICES	3,817	395	447	3,000	3,000	6,000
2278	WORKERS COMPENSATION	13,623	(15,181)	8,124	7,200	7,200	7,200
TOTAL ADMIN DEPT 180		1,284,111	1,300,488	1,382,894	1,937,005	1,663,499	2,011,238

27-Mar-13

A/C #	ACCOUNT DESCRIPTION	2009/2010	2010/2011	2011/2012	2012/2013 MODIFIED	2012/2013 ESTIMATE	2013/2014 PROPOSED
		ACTUAL	ACTUAL	ACTUAL	BUDGET		BUDGET
DEPT. 0181- OTHER							
4625	NATURAL GAS	204,545	172,664	127,591	200,000	190,000	200,000
3130	ELECTRICITY	2,668,206	2,430,427	2,143,298	2,050,000	2,000,000	2,100,000
3210	DEBT SVC-INTEREST '07-CITY BONDS	20,750	18,513	15,838	13,363	13,363	10,875
3205	DEBT SVC-PRINCIPAL '07-CITY BONDS	40,000	45,000	45,000	45,000	45,000	45,000
3210	DEBT SVC-INTEREST '09-CITY BONDS		64,733	95,934	93,812	94,529	93,097
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS		58,277	70,249	71,604	71,604	73,186
3210	DEBT SVC-INTEREST 2010-CITY BONDS		8,723	13,202	13,155	13,155	12,866
3205	DEBT SVC- PRINCIPAL- 2010 CITY BONDS			17,502	17,721	17,721	18,049
3210	DEBT SVC-INTEREST 2012-CITY BONDS			0	76,500	48,425	72,337
3205	DEBT SVC- PRINCIPAL- 2012 CITY BONDS			0	0	0	53,653
3210	DEBT SVC-INTEREST 2013-CITY BONDS				106,000	0	0
7950	BAD DEBTS & ADJUSTMENTS	299,293	227,065		1,883,086	1,883,086	2,466,500
3301	CITY ADMIN. ALLOCATION	455,678	434,693	538,146	460,000	460,000	475,000
6060	SEWER REHABILITATION	1,000,000	1,000,000	1,000,000	1,650,000	1,300,000	1,400,000
6110	COLLECTION EXPENSE	287,800	278,641	249,606	275,000	275,000	275,000
	STATE LOAN FUNDING RESERVE	6,194,556	6,351,269	6,357,998	6,445,511	6,416,880	6,291,646
4324	OPERATIONS, MAINTENANCE & MGT SERVICES AGREEMENT	13,440,673	13,742,641	14,165,322	14,745,000	14,245,000	23,356,164
4324	OPERATING RESERVES		50,000		250,000	250,000	250,000
5045	VEHICLES-BOND FUNDS		196,500		40,000	24,371	335,000
6170	EQUIPMENT-BOND FUNDS		228,800		575,500	400,000	397,500
6170	EQUIPMENT M&R		100,000	100,000	250,000	250,000	250,000
	LOAN REPAYMENT-CITY		1,200,000	1,200,000	0		0
	TOTAL DEPT 181-OTHER	24,611,501	26,607,946	26,139,686	29,261,252	27,998,134	38,175,872
	TOTAL EXPENSES	25,895,612	27,908,434	27,522,680	31,198,257	29,661,633	40,187,110

PERSONNEL SHEET

SCHEDULE A

FISCAL 2014 PRELIMINARY BUDGET
 SALARY AND BENEFITS
 DIVISION: 180 ADMIN OFFICE
 03/27/13

G/L ACCT 56100
 G/L ACCT 51400
 G/L ACCT 51600
 G/L ACCT 52000

PROJECTED

POSITION	Job Code	UNION	ANNUAL SALARY	LONGEVITY	OVERTIME	BENEFITS	GRAND TOTAL
ACTING GENERAL MANAGER		S	122,467.24	825.00		36,740.98	160,033.21
DIRECTOR OF FINANCE		S	85,240.58	1,725.00		31,281.48	118,247.07
ACTING MGR TRMT& FIELD OPS	8322	S	111,507.58	750.00		38,192.24	150,449.82
RESIDENT ENGINEER		S	59,670.00	0.00		24,690.63	84,360.63
CONSTRUCTION INSPEC		S	56,056.92	1,275.00		26,614.44	83,946.36
SUPERVISOR-CSO		S	52,391.32	0.00		28,899.94	81,291.26
CIVIL ENGINEER 1		S	70,154.34	0.00		31,466.69	101,621.03
TYPIST 2		G	50,822.76	2,250.00		17,156.52	70,229.28
ACCTG CLERK 2		G	54,110.06	0.00		29,169.83	83,279.89
NUMBER OF EMPLOYEES:	1240						
Sub-total		9	662,420.81	6,825.00		264,212.75	933,458.56

OVERTIME:

ADD'L BENEFITS ON BUDGETED OVERTIME

17,500.00

MERF 13.00%
 MEDITAX 1.45%

2,275.00
 253.75

662,420.81	6,825.00	17,500.00	266,741.50	953,233.56
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MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	14-Mar-13							TOTAL PROJECT COSTS
	ACTUAL SPENDING AS OF 6/12	FY 2013 FORECAST	FY 2014 BUDGET	FY '15 LTP	FY '16 LTP	FY '17 LTP	FY '18 LTP	
TREATMENT FACILITIES								
CONTRACT 1 WEST SIDE TP REHAB								
DESIGN: CWF 164D								
LOANS	2,528,323							2,528,323
GRANTS	171,467							171,467
	<u>2,699,790</u>							<u>2,699,790</u>
CONSTRUCTION: CWF218C								
LOANS	34,256,604							34,256,604
GRANTS	9,405,545							9,405,545
	<u>43,662,149</u>							<u>43,662,149</u>
CONTRACT 2 EAST SIDE TP REHAB								
DESIGN: CWF 206D								
LOANS	2,810,440							2,810,440
GRANTS	181,783							181,783
	<u>2,992,223</u>							<u>2,992,223</u>
CONSTRUCTION: CWF206C								
LOANS	32,033,046							32,033,046
GRANTS	12,500,440							12,500,440
	<u>44,533,486</u>							<u>44,533,486</u>
CONTRACT 6 WEST & EAST TF CHLORINATION PROJECT								
DESIGN: CWF 164D								
LOANS	214,632							214,632
GRANTS	43,961							43,961
	<u>258,593</u>							<u>258,593</u>
CONSTRUCTION: CWF 164C								
LOANS	2,193,820							2,193,820
GRANTS	422,669							422,669
	<u>2,616,489</u>							<u>2,616,489</u>
NITROGEN FACILITY PLAN								
LOCAL SHARE	301,360							301,360
GRANTS 416PG	382,051							382,051
	<u>683,411</u>							<u>683,411</u>
BNR FACILITIES-WEST AND EAST SIDE WWTF 416C DESIGN AND CONSTRUCTION LOCAL SHARE								
LOANS	143,623							143,623
GRANTS	3,383,986							3,383,986
	<u>1,376,309</u>							<u>1,376,309</u>
	<u>4,903,918</u>							<u>4,903,918</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

14-Mar-13

	ACTUAL SPENDING AS OF 6/12	F/Y 2013 FORECAST	F/Y 2014 BUDGET	F/Y '15 LTP	F/Y '16 LTP	F/Y '17 LTP	F/Y '18 LTP	TOTAL PROJECT COSTS
DECHLORINATION PROJECT								
WEST SIDE TF:								
DESIGN								
LOAN								
GRANT	81,673							81,673
CONSTRUCTION-CWF572C	20,418							20,418
LOAN								
GRANT	541,765							541,765
TOTAL WEST SIDE	133,674							133,674
	777,520							777,520
EAST SIDE TF:								
DESIGN & CONSTRUCTION-CWF 613C								
LOAN								
GRANT	960,201							960,201
TOTAL EAST SIDE	235,268							235,268
	1,195,469							1,195,469
LOW LEVEL NITROGEN AND SLUDGE PROCESSING PLAN CWF 205PG								
GRANT	351,658	81,378						433,036
LOCAL SHARE	295,453	83,850						379,303
	647,111	165,228						812,339
LOW LEVEL NITROGEN-DESIGN								
LOAN								
GRANT								
			200,000	400,000				600,000
			50,000	100,000				150,000
			250,000	500,000				750,000
SLUDGE PROCESSING-DESIGN								
LOAN								
GRANT								
			200,000	400,000				600,000
			50,000	100,000				150,000
			250,000	500,000				750,000
TOTAL TREATMENT FACILITIES								
LOAN	79,004,480	0	0	400,000	800,000	0	0	80,204,480
GRANT	25,225,243	81,378	0	100,000	200,000	0	0	25,606,621
LOCAL SHARE	740,436	83,850	0	0	0	0	0	824,286
	104,970,159	165,228	0	500,000	1,000,000	0	0	106,635,387

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING
SCHEDULE C

	14-Mar-13							TOTAL PROJECT COSTS
	ACTUAL SPENDING AS OF 6/12	FORECAST FY 2013	FY 2014 BUDGET	FY '16 LTP	FY '16 LTP	FY '17 LTP	FY '18 LTP	
CSO G-1 CWF 409C-CONSTRUCTION LOANS GRANTS	1,911,688							1,911,688
CSO G-2 CONSTRUCTION 575C LOANS GRANTS	1,886,688							1,886,688
	3,798,376							3,798,376
CSO G-4-CONSTRUCTION 452C LOANS GRANTS	2,319,591							2,319,591
	2,058,726							2,058,726
	4,378,316							4,378,316
CSO G-3 & G-5 CWF 452C CONSTRUCTION LOANS GRANTS	1,781,687							1,781,687
	1,771,185							1,771,185
	3,552,872							3,552,872
LONG TERM CONTROL PLAN GRANTS CWF 205PG LOCAL SHARE	3,189,464	2,156,600						5,346,064
	3,176,608	2,146,600						5,323,208
	6,366,072	4,303,200						10,669,272
CSO H DESIGN CWF 621D LOANS GRANTS	700,269	20,132						720,401
	572,947	16,471						589,418
	1,273,216	36,603						1,309,819
CSO H CONSTRUCTION CWF 621C (H-1 & H-2) LOANS GRANTS	869,095	655,862						1,424,957
	856,248	543,709						1,399,957
	1,726,343	1,099,571						2,824,914
CSO H CONSTRUCTION CWF 628C LOANS GRANTS	1,032,760	3,062,663						4,095,423
	1,027,292	3,041,631						4,068,923
	2,060,052	6,104,294						8,164,346
	510,000	1,515,000	2,000,000	1,745,000	1,500,000	640,000	7,810,000	
	500,000	1,515,000	2,000,000	1,745,000	1,500,000	533,000	7,793,000	
	1,010,000	3,030,000	4,000,000	3,490,000	3,000,000	1,073,000	15,603,000	

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
 SPENDING AND SOURCE OF FUNDING
 SCHEDULE C
 11

	14-Mar-13							TOTAL PROJECT COSTS
	ACTUAL SPENDING AS OF 6/12	FY 2013 FORECAST	FY 2014 BUDGET	FY '15 LTP	FY '16 LTP	FY '17 LTP	FY '18 LTP	

INFLOW AND INFILTRATION								
MITIGATION- NON CSO								
<u>PIPE LINING- CWF 625CSL</u>								
LOANS	1,672,257							1,672,257
LOCAL SHARE	153,686							153,686
TOTAL	1,825,943							1,825,943

PUMP STATION & SIPHONS								
<u>DESIGN CWF 102CSL</u>								
LOANS	428,000							428,000

CONSTRUCTION CWF-102CSL								
PHASE 1								
LOANS	4,180,318							4,180,318

PHASE 2 & 3								
LOCAL SHARE (BOND FUNDS)								
LAKE FOREST BCH & SEQUOIA RD	824,570							824,570

CWF 213CSL								
WALLER RD								
LAKESIDE DRIVE	1,750,000							1,750,000

TOTAL PUMP STATIONS								
LOANS-CWF	4,608,318							4,608,318
LOCAL SHARE(BONDS)	824,570	0	1,750,000	1,794,000	0	0	0	824,570
	5,432,888	0	1,750,000	1,794,000	0	0	0	8,976,888

TOTAL LOCAL SHARE								
TOTAL LOANS	2,676,993	100,321	1,750,000	1,794,000	0	0	0	2,777,314
TOTAL GRANTS	111,687,682	6,285,125	3,015,000	8,900,000	14,045,000	12,500,000	9,540,000	169,416,807
TOTALS-ALL PROJECTS	53,797,643	6,333,450	3,015,000	8,600,000	13,445,000	12,500,000	9,533,000	107,224,093
	168,062,318	12,718,896	7,780,000	19,294,000	27,490,000	25,000,000	19,073,000	279,418,214

ACTIVE OR FUTURE PROJECTS

LOW LEVEL NITROGEN PROJECT-DESIGN LOAN

SLUDGE PROCESSING PROJECT-DESIGN LOAN

CSO G-4 SEWER PROJECT CONSTRUCTION CWF 452C

LOAN

TOTAL PROJECT

CSO G-3 & G-5 PUMP STATIONS CONSTRUCTION CWF 452C1 LOANS

TOTAL PROJECT

CSO H DESIGN CWF 621D LOANS

CSO H CONSTRUCTION CWF 621C LOANS H-1 & H2

CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5

TOTAL PROJECT CSO H

	ESTIMATED BORROWINGS					TOTAL BORROWING	NO. OF YEARS TO MATURITY FOR FUNDING AT 7/1/13	ESTIMATED FUNDING					
	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17			FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18
LOW LEVEL NITROGEN PROJECT-DESIGN LOAN			200,000	400,000		600,000	20	27,211	26,860	22,326	22,326	22,326	22,326
CSO G-4 SEWER PROJECT CONSTRUCTION CWF 452C													
TOTAL PROJECT	1,781,687					1,781,687	18	84,538	84,538	84,538	84,538	84,538	84,538
CSO G-3 & G-5 PUMP STATIONS CONSTRUCTION CWF 452C1 LOANS	1,781,687					1,781,687	18	84,538	84,538	84,538	84,538	84,538	84,538
TOTAL PROJECT	3,189,464					3,189,464	18	161,517	161,517	161,517	161,517	161,517	161,517
CSO H DESIGN CWF 621D LOANS	3,189,464					3,189,464	18	108,846	108,846	108,846	108,846	108,846	108,846
TOTAL PROJECT	2,156,600					2,156,600	18	270,363	270,363	270,363	270,363	270,363	270,363
CSO H CONSTRUCTION CWF 621C LOANS H-1 & H2	869,095					869,095	17	36,658	36,658	36,658	36,658	36,658	36,658
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	555,862					555,862	28	27,156	27,156	27,156	27,156	27,156	27,156
TOTAL PROJECT CSO H	1,032,760					1,032,760	19	46,332	46,332	46,332	46,332	46,332	46,332
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	3,062,683					3,062,683	19	142,156	142,156	142,156	142,156	142,156	142,156
TOTAL PROJECT CSO H	510,000					510,000	20	23,182	19,166	19,166	19,166	19,166	19,166
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	1,515,000					1,515,000	21	58,269	58,269	58,269	58,269	58,269	58,269
TOTAL PROJECT CSO H	2,000,000					2,000,000	22	80,000	80,000	80,000	80,000	80,000	80,000
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	1,745,000					1,745,000	23	72,708	72,708	72,708	72,708	72,708	72,708
TOTAL PROJECT CSO H	1,500,000					1,500,000	24	66,217	66,217	66,217	66,217	66,217	66,217
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	540,000					540,000	25	24,545	24,545	24,545	24,545	24,545	24,545
TOTAL PROJECT CSO H	1,901,655	4,128,625	1,515,000	2,000,000	1,745,000	1,500,000	540,000	276,484	329,737	409,737	482,445	547,683	672,208

FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS SCHEDULE D

ACTIVE PROJECTS FY 10-11 FY 11-12 FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18

LOW LEVEL NITROGEN PROJECT-DESIGN
BORROWINGS: 200,000 400,000
REPAYMENTS: -30,000 -30,000
LOAN BALANCE 200,000 570,000 540,000 510,000

INTEREST 2,166 2,000 4,332 4,332 4,000 8,332 11,125 10,525

SLUDGE PROCESSING PROJECT-DESIGN
BORROWINGS: 200,000 400,000
REPAYMENTS: -30,000 -30,000
LOAN BALANCE 200,000 570,000 540,000 510,000

INTEREST 2,166 2,000 4,332 4,332 4,000 8,332 11,125 10,525

CSO G-4 CWF 452C
CONSTRUCTION 200,000 400,000
LOAN 30,000 -30,000
BORROWINGS: 540,000 510,000
REPAYMENTS:
LOAN BALANCE

TOTAL INTEREST 2,166 2,000 4,332 4,332 4,000 8,332 11,125 10,525

CSO G-3 & G-5 PUMP STATIONS
CONSTRUCTION CWF 452C
LOANS 22,346
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

INTEREST 1,781,687 1,781,687 -267,253 -89,084 -89,084 -89,084 -89,084 -89,084

CSO H DESIGN CWF 621D
BORROWINGS:
REPAYMENTS: PLO 11/30/12
LOAN BALANCE

INTEREST 170,354 3,625,000 1,550,710 -267,303 -267,303 -267,303 -267,303 -267,303

TOTAL INTEREST 170,354 3,625,000 1,550,710 -267,303 -267,303 -267,303 -267,303 -267,303

CSO H-1 & H-2 CWF 621C
CONSTRUCTION
BORROWINGS:
REPAYMENTS: PLO 1/31/13
LOAN BALANCE

TOTAL INTEREST 12,711 3,597,500 485,212 -204,771 -204,771 -204,771 -204,771 -204,771

FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS

SCHEDULE D

FY 10-11 FY 11-12 FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18

CSO PROJECTS- LONG TERM CONTROL PLAN
STAGE 3- DESIGN
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

					1,500,000	1,500,000	-150,000
					1,500,000	3,000,000	2,850,000
					16,244	16,244	
					30,000	46,244	58,626
					16,244	58,626	58,626

STAGE 3- CONSTRUCTION
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

					3,500,000	4,500,000	
					3,500,000	8,000,000	
					37,902	48,731	
					70,000	118,731	
					37,902	118,731	

TOTAL INTEREST

STAGE 4- DESIGN
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

					1,500,000	1,500,000	
					1,500,000	3,000,000	
					16,244	16,244	
					30,000	46,244	
					16,244	46,244	

TOTAL INTEREST

STAGE 4- CONSTRUCTION
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

					3,000,000	3,000,000	
					3,000,000	3,000,000	
					32,487	32,487	
					32,487	32,487	
					32,487	32,487	

TOTAL INTEREST

CSO PROJECTS- LONG TERM CONTROL PLAN
TOTAL INTEREST

					0	16,244	100,389	283,160	499,478	678,282
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TOTAL INTEREST ACTIVE PROJECTS

					107,336	145,818	328,756	277,708	390,619	596,780	831,497	1,072,909
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CAPITAL BUDGET
FISCAL 2013/2014

DEPT/ ACCOUNT	DESCRIPTION	SOURCE OF FUNDING				TOTAL
		OPERATING FUNDS	BOND FUNDS	CWF STATE LOANS	CWF STATE GRANTS	

MAJOR PROJECTS

401-56060	LOW LEVEL NITROGEN DESIGN								
401-56060	SLUDGE PROCESSING DESIGN			200,000		60,000			250,000
401-56060	COMBINE SEWER OVERTFLOW PROJECT H -CONSTRUCTION CWF 628C			200,000		50,000			250,000
401-56060	CSO LONG TERM CONTROL PLAN STAGE 1- DESIGN			1,515,000		1,515,000			3,030,000
401-56060	PUMP STATION REHAB- WALLER RD PUMP STATION CWF213CSL			1,500,000		1,500,000			3,000,000
401-56060	SEWER REPAIRS: CONSTRUCTION/REHABILITATION PLANNED SANITARY			1,750,000					1,750,000
401-56060	SEWER LININGCSO PROJECT H - HEAVY CLEANING								
	EQUIPMENT & VEHICLES								
				1,000,000					1,000,000
				400,000					400,000

WEST SIDE TREATMENT FACILITY

401-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL								
	Grt Unit # 2								
	Rebuild Main Pump # 1		30,000						125,000
	Replace Service Water Piping		80,000						30,000
	Overhaul Small Pumps		20,000						80,000
	Screen Building HVAC System		30,000						20,000
	Screen Building Roof		100,000						30,000
	Replace RAS Piping		50,000						100,000
	Rehab Mixers/Wall pumps		30,000						50,000
			5,000						30,000
									6,000

EAST SIDE TREATMENT FACILITY

	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL								
	Rebuild Main Pump# 1		30,000						125,000
	Rehab Mixers/Wall pumps		6,000						30,000
	Rebuild RAS Pump		15,500						6,000

FIELD OPERATIONS

401-55045	HD Utility Vans(2)								
401-55045	Small SUV's(2)		50,000						50,000
401-55045	Heavy Duty Dump Truck		60,000						60,000
401-55045	Upgrade TV Truck		125,000						125,000
401-55045			100,000						100,000

ADMINISTRATION

401-55055	COMPUTER EQUIPMENT								
			10,000						10,000

2014 CAPITAL BUDGET-A.xls

TOTALS									
	\$ 1,660,000	\$ 732,500	\$ 5,165,000	\$ 3,115,000	\$ 10,672,500				

Planned Sewer Rehabilitation
Year ending June 30, 2014

SCHEDULE F

Contract PL-2 Pipe lining

	Location	Pipe Size inches	Length Ft.	Unit price	Estimated cost
1	Hallett St. Ogde to Arctic	24	850	\$87.00	\$73,950
2	Hallett St. Arctic to barnum	36	720	\$162.00	116,640
3	Ogden St. Hallett to Helen	20 x30	280	\$98.00	27,440
4	Gilman St. Fairfield Ave 70 ft	14x21	70	\$74.00	5,180
5	Hanford St. Harborview to Jetland San	8	450	\$42.00	18,900
6	Hanford St. Harborview to Jetland Storm	12	1050	\$44.00	46,200
7	Savoy St	10x15	792	\$67.00	53,064
8	Golden hill & Lyon Terrace	12	700	\$45.00	31,500
9	Harborview Ave Hanford to Grovers	18	1400	\$64.00	89,600
10	Robotic Openings	N/A	N/A	N/A	16,000
11	Heavy cleaning	N/A	N/A	N/A	7,276
12	Police Time	N/A	250	\$57.00	14,250
	Total PL-2		6312		\$500,000

Contract PR-2 Pipe replacement

	Location	Pipe Size inches	Length Ft or Each	Unit price	Estimated cost
1	Fifth St. Seaview Ave. Conn Ave.	15	1030	\$95.00	\$97,850
2	Vine St. Colman St. to Park Ave 10x15	15	1030	\$95.00	97,850
3	Rushing Pl. Brooklawn Ave. to Laurel Ave.	15	600	\$95.00	57,000
4	6" Laterals	6	250	\$70.00	17,500
5	Mobilization (non Emergency)		4	\$1,600.00	6,400
6	Class B Concrete in place (Approximate)		12	\$250.00	3,000
7	Connect to sewer /MH		12	\$500.00	6,000
8	Crushed Stone in Place (Approximate) CY		250	\$40.00	10,000
9	Bank run gravel (Approximate)		230	\$40.00	9,200
10	Bituminous hot mix Paving	32ft wide	2660	\$60.00	177,333
11	Police Time	N/A	313.2	\$57.00	17,866
	Total PR-2		2660		\$500,000
	Grand Total for PL-2 and PR-2		8972		\$1,000,000

Heavy Cleaning for CSO Lining Projects(Not Funded by CT DEEP)	\$400,000
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TOTAL SEWER REHABILITATION	\$1,400,000
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**Water Pollution Control Authority for
the City of Bridgeport**

Schedule G

**Schedule of Fees (other than Sewer Use)
Fiscal Year 2013-2014**

	<u>Fee Amount</u>
Sewer Connection Permit Fee (New Connections):	
Sanitary Single Family Dwelling	\$125
Sanitary Multiple Family Dwelling(up to 4 units)	\$200
Sanitary Multiple Family Dwelling(5 or more units) Additional charge per unit over 4	\$50
Sanitary Commercial/Industrial Building	\$275
Storm Sewer(Residential per connection)	\$125
Storm Sewer(Commercial/Industrial per connection)	\$275
Review and Approval of Grease Trap Plans and Specifications	\$200
Inspection Permit Fees:	
Sanitary Sewer Lateral Repair (8:00AM to 4:00PM M-F)	\$100
Sanitary Sewer Lateral Repair(Other Hours)	\$200
Special Sewer Use Billing Charge(Non-Discharge Adjustment or Special Discharge Permit)Per Invoice	\$25
Returned Check Fee	\$40
Sewer User Full Account History	\$2
Sewer Maps(per Sheet) Up to 3' Wide	\$5
8-1/2" x 11" to 17" per sheet	\$3
Septage Dumping(Up to 3000 Gallons)	\$180



CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

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

BILL FINCH
Mayor

Comm. #65-12 Referred to Miscellaneous Matters Committee
on 5/6/2013

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

April 16, 2013

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

RE: Proposed Settlement of Workers' Compensation Matter with Mr. Wilmer Carde in an Amount Exceeding \$20,000.

Dear Honorable Members:

A Workers' Compensation Claim in the following name was filed against the City of Bridgeport.

Negotiations with the Claimant's attorney have made it possible to settle this matter for the monetary sum set forth below, and the City Attorney's Office recommends settlement in the amount be approved and accepted.

Claimant:	Mr. Wilmer Carde 83 Baldwin Street Bridgeport, CT 06607
Claimant's Attorney:	Juliet Nolta, Esq.
Cause/Injury:	Cervical Spine
Settlement Amount:	\$75,000

Very Truly Yours,

Gerri J. Evans
Benefits Coordinator

CC: Bill Finch, Mayor
Fleeta C. Hudson, City Clerk
Adam Wood, Chief of Staff
Andrew Nunn, CAO
Mark Anastasi, City Attorney
Lisa Bunnell, Esq.
Richard Weiner, Benefits Manager

RECEIVED
CITY OF BRIDGEPORT
OFFICE
2013 APR 17 A 9 20



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

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

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

Comm. #66-12 Referred to Contracts Committee on 5/6/2013

April 12, 2013

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

Dear Madam Clerk:

Attached please find an original and thirteen copies of the United Healthcare Insurance Company contract for prescription drug benefits for Medicare-Eligible Police and Fire Retired Employees.

The term of the Agreement is from January 1, 2013 through December 31, 2013.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of May 6, 2013.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
APR 12 12 P 3 44
CITY OF BRIDGEPORT

Contract Summary

Vendor: United Healthcare Insurance Company

Benefit: Medicare-D Prescription Drug Benefit for Medicare-Eligible Police and Fire Retirees

Per-person premium: \$83.75

Number of Members: 764

Annual Cost: \$767,820

Term of Agreement: January 1, 2013-December 31, 2013

Basis for Selection: Health Net which previously provided this benefit for a number of years left the northeast market the end of 2012. The City put this business out to bid in the fall of 2012. Including Medco, our self-insured prescription benefit manager, United was the lowest cost bidder for this business.

MEDICARE PRESCRIPTION DRUG PLAN (PDP) GROUP AGREEMENT

This Medicare Prescription Drug Plan (PDP) Group Agreement (the "Agreement") is entered into effective as of January 1, 2013 (the "Effective Date") between UNITEDHEALTHCARE INSURANCE COMPANY, a Connecticut corporation, on behalf of itself and UnitedHealthcare Affiliates, hereinafter collectively referred to as "UnitedHealthcare," and the City of Bridgeport, CT, hereinafter referred to as "Group."

RECITAL OF FACTS

UnitedHealthcare is a Medicare Prescription Drug Plan sponsor certified by the Centers for Medicare & Medicaid Services to offer a prescription drug benefit plan

Group is an employer or other entity which sponsors an employee welfare benefit plan (the "Group Plan") and desires to provide a UnitedHealthcare prescription drug benefit plan for its Eligible Retirees and their Eligible Dependents.

AGREEMENT

NOW THEREFORE, in consideration of the application of Group for the prescription drug benefits provided under this Agreement, in accordance with the Medicare Laws and Regulations and in consideration of the periodic payment of PDP Plan Beneficiary Premium on behalf of Members in advance as they become due, UnitedHealthcare agrees to provide Covered Part D Drugs to Group Plan participants enrolled as Members in the UnitedHealthcare PDP Plan, subject to all terms and conditions of this Agreement.

1. DEFINITIONS

1.1 Agreement is this Medicare Prescription Drug Benefit Plan (PDP) Group Agreement, including, but not limited to any attachments or exhibits and any amendments thereto, and by reference, the Evidence of Coverage and Summary of Benefits, and any amendments thereto.

1.2 Alternative Disclosure Standards Waiver is the waiver of certain Medicare disclosure requirements at 42 CFR 423.128 for Group Plan beneficiaries when the Group, as the Group Plan sponsor, is subject to the disclosure requirements. Additional requirements to the Alternative Disclosure Standards Waiver apply pursuant to Chapter 12 of the Medicare Prescription Drug Benefit Manual.

1.3 Centers for Medicare & Medicaid Services ("CMS") is a Federal agency within the United States Department of Health and Human Services responsible for administering various Medicare programs.

1.4 Coinsurance is the portion of prescription drug expenses the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or

Copayment requirement is met. Coinsurance does not include any amounts payable by the Member that are not Covered Part D Drugs under this Agreement. Coinsurance is in addition to the PDP Plan Beneficiary Premium.

1.5 Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member fills a prescription for Covered Part D Drugs. Copayments are in addition to the PDP Plan Beneficiary Premium.

1.6 Covered Part D Drugs are the Part D eligible prescription drugs and drug products covered pursuant to the current terms of the PDP Plan, in compliance with Medicare Laws and Regulations.

1.7 Eligible Dependent(s) is any person defined as a qualified dependent by Group, who in all cases meets all the eligibility requirements of Group and the PDP Plan in his or her own right, and who is eligible, in his or her own right, to enroll in a Medicare Part D Plan under the Medicare Laws and Regulations. The Eligible Dependent must permanently reside within the Service Area.

1.8 Eligible Retiree(s) is a former Group employee who has met the minimum required retiree participation conditions as determined by Group, who is eligible to enroll in a Medicare Part D Plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the PDP Plan, and who permanently resides in the Service Area.

1.9 Enrollment is the enrollment of Group's Eligible Retirees and Eligible Dependents into the PDP Plan by Group pursuant to and in accordance with Medicare Laws and Regulations. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by UnitedHealthcare and by CMS, the execution of this Agreement by UnitedHealthcare and by Group, and the receipt of PDP Plan Beneficiary Premium by UnitedHealthcare.

1.10 Evidence of Coverage ("EOC") is the document supplied by UnitedHealthcare and issued to Members disclosing and setting forth the prescription drug benefits and terms and conditions of coverage to which Members of the PDP Plan are entitled. The EOC is incorporated fully into this Agreement by reference.

1.11 Group is the single employer or other entity identified above.

1.12 Group Plan is the employee welfare benefit plan sponsored by Group.

1.13 Group Contribution is the amount of the PDP Plan Beneficiary Premium applicable to each Member which is paid by Group.

1.14 Low Income Subsidy ("LIS") is a low-income subsidy provided to a LIS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Medicare prescription drug benefit plan, as described in Medicare Laws and Regulations.

1.15 Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations

implementing the Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

1.16 Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

1.17 Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the PDP Plan.

1.18 Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the PDP Plan.

1.19 PDP Plan is the Medicare Part D Plan described in this Agreement, subject to modification, amendment or termination pursuant to the terms of this Agreement and the Group Plan.

1.20 PDP Plan Beneficiary Premium is an amount established by UnitedHealthcare and approved by CMS to be paid to UnitedHealthcare by or on behalf of each Member enrolled in the PDP Plan for coverage under the PDP Plan. The amount, method of payment, and Group Contribution to the PDP Plan Beneficiary Premium, if any, is set forth in the Exhibit A. The PDP Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan and will be billed pursuant to Section 3.4 below. The PDP Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts ("IRMAA"), if any, as assessed by the Social Security Administration to certain individuals with higher incomes.

1.21 Service Area is a geographic area approved by CMS within which a PDP Plan Member must permanently reside in order to enroll in the PDP Plan.

1.22 UnitedHealthcare Affiliates are all companies controlling, controlled by or under common control with UnitedHealthcare Insurance Company.

1.23 UnitedHealthcare Enrollment Packet is the packet of information supplied by UnitedHealthcare to prospective and current Members which discloses policy and procedure and provides information about PDP Plan prescription drug benefits and exclusions.

2. ELIGIBILITY AND ENROLLMENT

2.1 Eligibility. The PDP Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and/or enrollment in Part B, and in consideration of UnitedHealthcare's receipt of any specified PDP Plan Beneficiary Premium. Only persons with Medicare Part A and/or B are allowed to be enrolled in the PDP Plan. The Member is responsible for paying the appropriate premiums for Medicare Part A and/or Part B.

2.2 Submission of Eligibility List and Enrollment/Election Forms. Group shall submit a list of Eligible Retirees and Eligible Dependents (the "Group Eligibility List"). If Group

seeks to automatically enroll all Eligible Retirees and Eligible Dependents, Group will make available to such Eligible Retiree and Eligible Dependent the ability to opt out of the automatic enrollment in a manner that allows such Eligible Retiree and Eligible Dependent to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

Group shall submit any and all modifications to the Group Eligibility List to UnitedHealthcare by the tenth (10th) calendar day of each month. Additions to the Group Eligibility List must be received by the tenth (10th) calendar day of the month before a Member's coverage becomes effective in order for such Member's coverage to be considered effective as of the first day of the following month. The Group Eligibility List is subject to modification by UnitedHealthcare based upon acceptance or rejection of Enrollment by UnitedHealthcare and CMS.

2.2.1 Enrollment/Election. A properly completed Enrollment form must be submitted to UnitedHealthcare by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the PDP Plan. In its discretion, UnitedHealthcare may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations.

Required elements for an Enrollment include, but are not limited to the following: the PDP Plan Name, Member name, Member birth date, Member gender, Member permanent residence address, Member Medicare number, contact information if signed by an authorized representative, Group name, and Group number. For a paper Enrollment form, an additional required element is Member's signature or Member's authorized representative's signature.

2.2.2 Time of Enrollment. All Enrollment forms shall be completed and submitted by Group to UnitedHealthcare during the Open Enrollment Period. The EOC applicable to the PDP Plan includes information regarding Initial Enrollment Period and Special Enrollment Period as defined by CMS, during which Eligible Retiree and Eligible Dependent may enroll in the PDP Plan outside of the Open Enrollment Period. Group shall provide notice to existing and/or prospective Members of the applicable Open Enrollment Period. Group shall also provide prior notice of such Open Enrollment Period to UnitedHealthcare so that the appropriate UnitedHealthcare Enrollment Packet can be sent to Member in advance of the desired PDP Plan effective date.

Group shall forward all completed or amended Enrollment forms for each Member for receipt by UnitedHealthcare by the tenth (10th) calendar day of each month. Group acknowledges that any Enrollment form not received by UnitedHealthcare by the tenth (10th) calendar day of each month may be rejected by UnitedHealthcare or may result in a later effective date of coverage.

2.2.3 Enrollment Notice to Eligible Retiree and Eligible Dependent. Group shall provide a written notice, prepared by UnitedHealthcare, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year

to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the PDP Plan.

2.2.4 Enrollment Record Retention. Group's record of the Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, UnitedHealthcare and/or CMS, as necessary, and be maintained by Group for the term of this Agreement and for ten (10) years thereafter.

2.3 Commencement of Coverage. The commencement date of coverage under the PDP Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to UnitedHealthcare). UnitedHealthcare's acceptance of each Member's Enrollment is contingent upon receipt of the applicable PDP Plan Beneficiary Premium payment and CMS's confirmation of enrollment.

2.4 Involuntary Disenrollment. In the event a Member no longer meets Group's eligibility requirements for participation in the PDP Plan, Group and/or Member shall provide written notice to UnitedHealthcare of such Member's disenrollment from the PDP Plan or Group shall provide notice via the monthly Group Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. Group shall notify UnitedHealthcare thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date Group submit the disenrollment notice.

In the case of a Member who no longer meets Group's eligibility requirements for participation in the PDP Plan or in the case of termination of this Agreement in accordance with Section 7, Group will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through Group. Group will also advise such Member that the disenrollment action means the Member will not have Medicare prescription drug coverage. Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting Group's eligibility requirements, Group will send UnitedHealthcare notice of a Member's termination from the PDP Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of a month will result in a termination effective date of the last calendar day of the following month.

2.5 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the PDP Plan, such Member must submit a signed, written notice to UnitedHealthcare that complies with Medicare Laws and Regulations by the tenth (10th) calendar day of the month. Group cannot request a voluntary disenrollment of a Member. Group shall notify UnitedHealthcare prior to the proposed effective date of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the

date Group submits the Member's signed, written disenrollment notice. All notifications received after the tenth (10th) calendar day of the month can result in a termination effective date of the last calendar day of the following month.

2.6 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual member, UnitedHealthcare and/or CMS, as necessary, and be maintained by Group for at least ten (10) years following the effective date of the individual's disenrollment from the PDP Plan.

3. GROUP OBLIGATIONS, PDP PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.1 Notices to UnitedHealthcare. Group shall forward all notices of disenrollment to UnitedHealthcare within the timeframes specified in Sections 2.4 and 2.5 above in the event a Member loses eligibility or elects to terminate membership under this Agreement. Group agrees to pay any applicable PDP Plan Beneficiary Premium through the last calendar day of the month in which the Member is enrolled.

3.2 Notices to Member. If Group or UnitedHealthcare terminates this Agreement pursuant to Section 7 below, Group shall promptly notify all Members enrolled through Group of the termination of their coverage in the PDP Plan. Such notification will include any other plan options that may be available through Group. Group shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from UnitedHealthcare to Group, or from Group to UnitedHealthcare, at the Member's then current address. Group shall promptly provide UnitedHealthcare with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that UnitedHealthcare terminates Member's enrollment in the PDP Plan for non-payment of PDP Plan Beneficiary Premium or UnitedHealthcare's non-renewal of this Agreement, Members will receive notice of termination from UnitedHealthcare.

If, pursuant to Sections 3.6.1 and 3.6.2 below, UnitedHealthcare or Group increases PDP Plan Beneficiary Premium payable by the Member, or if UnitedHealthcare increases Copayments or Coinsurance or reduces Covered Part D Drugs provided under this Agreement, UnitedHealthcare or Group, as applicable (whichever party promulgates the change), shall promptly notify all Members enrolled through Group of the increase or reduction. In addition, UnitedHealthcare or Group, as applicable (whichever party promulgates the change), shall promptly notify Members enrolled through Group of any other changes in the terms or conditions of this Agreement affecting Members' benefits or obligations under the PDP Plan. Unless the change is to be communicated by UnitedHealthcare through the Annual Notice of Change (ANOC) process, Group shall provide such notice by delivering to each Member a true, legible copy of the notice of the PDP Plan Beneficiary Premium or Copayment or Coinsurance increase or reduction in Covered Part D Drugs sent from UnitedHealthcare to Group at the Member's then current address. When required by CMS, Group shall promptly provide UnitedHealthcare with a copy of the notice of PDP Plan Beneficiary Premium or Copayment or Coinsurance increase or reduction in Covered Part D Drugs delivered to each Member, along with evidence of the date the notice was provided.

UnitedHealthcare shall have no responsibility to Members in the event Group fails to provide the notices required by this Section 3.2.

3.3 PDP Plan Beneficiary Premium. PDP Plan Beneficiary Premium is set forth in the Exhibit A and will be paid to UnitedHealthcare by the Due Date in accordance with Section 3.5 below. Group shall pay or ensure payment of any portion of PDP Plan Beneficiary Premium for Members for which Group is responsible, as set forth in the Exhibit A. Each Member is responsible for paying to UnitedHealthcare or Group, as applicable, any portion of PDP Plan Beneficiary Premium for which he or she is responsible.. When agreed by UnitedHealthcare and Group, UnitedHealthcare will bill each Member for Member's amount of the PDP Plan Beneficiary Premium. UnitedHealthcare shall arrange for Covered Part D Drugs under the PDP Plan only for those Members for whom the applicable PDP Plan Beneficiary Premium has been paid.

3.4 Late Enrollment Penalty. PDP Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). LEP is communicated to UnitedHealthcare by CMS upon confirmation of Member enrollment by CMS. Upon Group's written authorization UnitedHealthcare will bill the LEP directly to Member, in the event a Member is assessed a LEP by CMS.

3.5 Due Date. PDP Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by Group and/or by Member, as applicable, to UnitedHealthcare on or before the last business day of the second month following the month for which the premium applies ("Due Date"). For example, premium for January is due the last business day of March. Failure to pay the PDP Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the PDP Plan in accordance with eligibility requirements as determined by Group, the procedures set forth in the EOC and Medicare Laws and Regulations. For payments due from Group, UnitedHealthcare reserves the right to assess Group an administrative fee of five percent (5%) of the monthly premium prorated on a thirty (30)-day month for each day it is delinquent thereafter. This fee will be assessed solely at UnitedHealthcare's discretion. In the event that deposit of payments not made in a timely manner are received by UnitedHealthcare after termination of Group, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by UnitedHealthcare within twenty (20) business days of receipt, if UnitedHealthcare, in its sole discretion, does not reinstate Group.

3.6 Modification of PDP Plan Beneficiary Premium and Benefits.

3.6.1 Modification of PDP Plan Beneficiary Premium. PDP Plan Beneficiary Premium, as set forth in Exhibit A, may be modified by UnitedHealthcare upon thirty (30) calendar days written notice to Group and upon mutual consent by Group and UnitedHealthcare. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30)-day notice period.

Additionally, any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the PDP Plan Beneficiary Premium shall be automatically added to the PDP Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects UnitedHealthcare's cost of operation can result in an increase in the PDP Plan Beneficiary Premium, in an amount to be determined by UnitedHealthcare, as of the next available date of PDP Plan Beneficiary Premium adjustment, as permitted by law.

3.6.2 Modification of Benefits or Terms. Covered Part D Drugs, as set forth in the EOC, as well as other terms of coverage under the PDP Plan may be modified by UnitedHealthcare in its sole discretion upon thirty (30) calendar days written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30)-day notice period or on a later date specified in the notice.

3.7 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the PDP Plan Beneficiary Premium is received by UnitedHealthcare are entitled to benefits under the PDP Plan, and then only for the period for which such payment is received.

3.8 Adjustments to Payments. No retroactive adjustments may be made beyond ninety (90) calendar days for any additions to or terminations of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in UnitedHealthcare's records at the time UnitedHealthcare calculates and bills for PDP Plan Beneficiary Premium.

3.9 Member/Marketing Materials. Group shall provide UnitedHealthcare with copies of any and all materials relating to the coverage available through the PDP Plan that Group intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the PDP Plan and/or UnitedHealthcare shall be subject to review and written approval by UnitedHealthcare prior to its distribution by Group. Group understands that the PDP Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. Group agrees not to distribute such material prior to receipt of written approval of the material by UnitedHealthcare. Group shall assume all liabilities and damages arising from Group's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. Group also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes. If Group is subject to the Alternative Disclosure Standards Waiver, Group must ensure compliance with any such alternative disclosure requirements, notify UnitedHealthcare of the reason for following alternative disclosure requirements, and timely provide UnitedHealthcare with copies of alternative disclosure materials for review and approval pursuant to the Alternative Disclosure Standards Waiver and UnitedHealthcare policies.

3.10 Employer/Union-Only Group Part D Prescription Drug Plan Obligations. Pursuant to Medicare Laws and Regulations, Group acknowledges and agrees to comply with the following obligations with respect to the PDP Plan:

3.10.1 Uniform Premium Requirements: Group may determine how much of the PDP Plan Beneficiary Premium Group will subsidize. Group agrees that the following conditions shall be met in determining the PDP Plan Beneficiary Premium subsidy:

a. Group can subsidize different amounts for different classes of Members in the PDP Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;

b. Group cannot vary the PDP Plan Beneficiary Premium subsidy for individuals within a given class of Members other than as is required for the CMS-assessed late enrollment penalty; and

c. Group cannot charge a Member for prescription drug coverage provided under the PDP for more than the sum of his or her monthly PDP Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly PDP Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.10.2. Low Income Subsidy: For all PDP Plan Low Income Subsidy eligible individuals:

a. UnitedHealthcare will administer Low Income Premium Subsidy (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly PDP Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, UnitedHealthcare does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit UnitedHealthcare to directly refund the amount of the LIPS to the Member.

b. If the sum of Member's and Group's monthly MA-PD Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total MA-PD Plan Beneficiary Premium must be returned to CMS; and

c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly MA-PD Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in the Group MA-PD Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.

d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.

e. To enable UnitedHealthcare to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by UnitedHealthcare.

- i. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.
- ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
- iii. UnitedHealthcare will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.
- iv. In order to collect and redistribute misappropriated LIPS disbursements made to Group, UnitedHealthcare reserves the right to bill Group who has received LIPS disbursements on behalf of Member due to incorrect attestation information.

f. UnitedHealthcare shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly MA-PD Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. The employer would only be allowed to recoup the difference between the monthly MA-PD Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from UnitedHealthcare should be sought before attempting to recoup LIPS disbursements.

3.11 Compliance with the Health Insurance Portability and Accountability Act of 1996: Creditable Coverage. UnitedHealthcare is not responsible for issuing any and all notices of creditable coverage required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to eligible Members.

4. BENEFITS AND CONDITIONS FOR COVERAGE

The applicable EOC and any attachments are an integral part of this Agreement and are fully incorporated by reference into this Agreement. These documents include a complete

description of Covered Part D Drugs under the PDP Plan. UnitedHealthcare agrees to apprise Group concerning the type, scope and duration of Covered Part D Drugs to which Member is entitled under the PDP Plan.

5. PARTIES AFFECTED BY THIS AGREEMENT; RELATIONSHIPS BETWEEN PARTIES

5.1 Relationship of Parties. UnitedHealthcare is not the agent or representative of Group and shall not be liable for any acts or omissions of Group, its agents or employees, or any other person or organization with which Group has made, or hereafter shall make, arrangements for the performance of services under this PDP Plan. Group is not the agent or representative of UnitedHealthcare and shall not be liable for any acts or omissions of UnitedHealthcare, its agents, employees or providers, pharmacies, or any other person or organization with which UnitedHealthcare has made, or hereafter shall make, arrangements for the performance of services under this PDP Plan.

5.2 Roles. UnitedHealthcare shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under Group's benefit plan. UnitedHealthcare shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to Group's benefit plan. This Agreement is a business transaction between two unrelated parties.

6. TERM OF AGREEMENT; RENEWAL PROVISIONS

The term of this Agreement shall be one (1) year, commencing on the Effective Date, unless this Agreement is terminated as provided herein. This Agreement shall renew for a one (1) year term, or longer as mutually agreed, upon 90 days prior written notice from Group, on each anniversary of the Effective Date, unless terminated as provided herein. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.6.

7. TERMINATION

7.1 Termination by Group. Group may terminate this Agreement by giving a minimum of sixty (60) calendar days written notice of termination to UnitedHealthcare, to allow processing time for UnitedHealthcare to notify Member with a minimum of twenty-one (21) calendar days advance notice of termination. Group termination shall always be effective on the first day of the month. Group shall continue to be liable for PDP Plan Beneficiary Premium for all Members enrolled in this PDP Plan through Group until the date of termination.

7.2 Termination by UnitedHealthcare.

7.2.1 Termination in the Event of Non-Renewal or Termination of CMS Contract. This Agreement shall terminate upon 30 days prior written notice from UnitedHealthcare in the event of a termination or non-renewal of UnitedHealthcare's contract with CMS (including termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable). If the contract between UnitedHealthcare and CMS is not renewed, the Member's PDP Plan coverage will be terminated unless Member decides to enroll in another Medicare Part D Plan. If either

UnitedHealthcare or CMS decides not to renew the contract at the end of the year, UnitedHealthcare will send Member and Group a letter at least ninety (90) calendar days before the end of the contract. If CMS ends the contract in the middle of the year, Member and Group will receive a letter at least thirty (30) calendar days before the end of the contract. In the event UnitedHealthcare exits a portion of the Service Area, Member will be notified prior to the Service Area exit, pursuant to CMS requirements.

7.2.2 Termination in the Event of Non-Renewal of this Agreement. This Agreement shall terminate in the event it is not renewed by UnitedHealthcare (including non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable). If this Agreement is not renewed, Member's Medicare Part D Plan coverage under this Agreement will be terminated. If UnitedHealthcare decides not to renew the Agreement at the end of the year, UnitedHealthcare will send Member a letter at least ninety (90) calendar days before the end of the Agreement. In the event UnitedHealthcare exits a portion of the Service Area, Member will be notified prior to the Service Area exit, pursuant to CMS requirements.

7.2.3 Termination For Nonpayment of PDP Plan Beneficiary Premium. UnitedHealthcare may terminate this Agreement in the event Group or its designee, or Member fails to remit PDP Plan Beneficiary Premium in full by the Due Date to UnitedHealthcare by giving 30 days written notice of termination of this Agreement to Group. Nonpayment of PDP Plan Beneficiary Premium includes but is not limited to, payments returned due to non-sufficient funds (NSF) and post-dated checks. Such notice shall specify that payment of all unpaid PDP Plan Beneficiary Premium must be received by UnitedHealthcare within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) calendar day period, no further notice shall be given, and coverage for all Members enrolled in this PDP Plan shall automatically be terminated effective at the end of the month for which PDP Plan Beneficiary Premium has been actually received by UnitedHealthcare, subject to compliance with notice requirements.

7.2.4 Termination for Breach of Material Term. UnitedHealthcare may terminate this Agreement if Group breaches any material term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after UnitedHealthcare sends written notice of such breach to Group. For purposes of this Section 7.2.4, material terms of this Agreement specifically include, but are not limited to, Sections 3.1 (Notices to UnitedHealthcare) and 8.2 (Assignment). UnitedHealthcare's written notice of breach shall make specific reference to Group's action causing such breach. If Group fails to cure its breach subject to UnitedHealthcare's satisfaction within thirty (30) calendar days after UnitedHealthcare sends notice of the breach to Group, UnitedHealthcare may terminate this Agreement at the end of the thirty (30)-day notice period.

7.2.5 Termination for Providing Misleading or Fraudulent Information. UnitedHealthcare may terminate this Agreement thirty (30) calendar days after UnitedHealthcare sends written notice to Group, if Group provides materially misleading

or fraudulent information to UnitedHealthcare in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

7.2.6 Termination for Ceasing to Meet Group Eligibility Criteria. UnitedHealthcare may terminate this Agreement upon thirty (30) calendar days written notice to Group if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement.

7.2.7 Termination for Withdrawal of Product from Market. UnitedHealthcare may terminate this Agreement upon at least ninety (90) calendar days prior written notice to Group if UnitedHealthcare no longer issues this particular PDP Plan within the applicable market, as permitted by law.

7.2.8 Termination for Withdrawal from Market. UnitedHealthcare may terminate this Agreement upon at least one hundred eighty (180) calendar days prior written notice to the applicable state regulatory authority and to Group if UnitedHealthcare no longer issues group health benefit plans within the applicable market.

7.2.9 Minimum Requirements. UnitedHealthcare may terminate this Agreement upon sixty (60) calendar days prior written notice to Group if Group no longer meets UnitedHealthcare's minimum contribution or participation requirements.

7.2.10 For Loss of Group's Office Location within Service Area. Group acknowledges that in the event of such change of Group's office location, a modification to PDP Plan Beneficiary Premium may be necessary. In the event of a change of Group's office location, UnitedHealthcare and Group shall negotiate any changes requested by either UnitedHealthcare or Group to the PDP Plan Beneficiary Premium. In the event that the parties are unable to reach agreement regarding modified PDP Plan Beneficiary Premium, UnitedHealthcare may terminate Group upon thirty (30) calendar days written notice prior to such termination.

7.3 Return of Prepayment Premium Fees Following Termination. In the event of termination by either UnitedHealthcare (except in the case of fraud or deception in the use of UnitedHealthcare services or facilities, or knowingly permitting such fraud or deception by another) or Group, UnitedHealthcare will, within thirty (30) calendar days, return to Group the pro-rata portion of money paid to UnitedHealthcare which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to UnitedHealthcare. UnitedHealthcare's exercise of its termination rights under Section 7.2 does not waive UnitedHealthcare's right to payment by Group for all coverage provided, including late fees as provided in Section 3.5.

8. MISCELLANEOUS PROVISIONS

8.1 UnitedHealthcare Names, Logos and Service Marks. UnitedHealthcare reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service

marks currently existing or later established. Group shall not use UnitedHealthcare's name, product names, symbols, logos, trademarks, or service marks without obtaining the prior written approval of UnitedHealthcare.

8.2 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Group or UnitedHealthcare, unless to a UnitedHealthcare affiliate, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated by Group without the approval of UnitedHealthcare.

8.3 Validity. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

8.4 Amendments. This Agreement may be modified by UnitedHealthcare as set forth in Section 3.6 above, or it may be amended upon the mutual written consent of the parties.

8.5 Attachments. The attachments to this Agreement, and all terms and conditions set forth therein, as they are from time-to-time amended by the parties, are incorporated by reference herein and made an integral part of this Agreement.

8.6 Use of Gender. The use of masculine gender in this Agreement includes the feminine gender and the singular includes the plural.

8.7 Waiver of Default. The waiver by UnitedHealthcare of any one or more defaults by Group or Member shall not be construed as a waiver of any other or future defaults under the same or different terms, conditions or covenants contained in this Agreement.

8.8 Notices. Any notice required or permitted under this Agreement shall be in writing and either delivered personally or by regular, registered, or certified mail, U.S. Postal Service Express Mail, or overnight courier, postage prepaid, or by facsimile transmission at the addresses set forth below:

If to UnitedHealthcare: UnitedHealthcare Insurance Company
Attention: President, Group Retiree Services
UnitedHealthcare Medicare & Retirement, a United
Health Group Business
9800 Health Care Lane
Minnetonka, MN 55343

If to Group: Benefits Manager, city of Bridgeport
Benefit Office
45 Lyon Terrace
Bridgeport, CT 06604.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given two (2) calendar days after the postmark date. Notices delivered by U.S. Postal Service Express mail or overnight courier that guarantees next day delivery shall be deemed given one (1) calendar day after the postmark date. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via registered or certified mail, regular mail, or U.S. Postal Service Express mail or overnight courier that guarantees next day delivery.

8.9 Acceptance of Agreement. Group may accept this Agreement either by execution of this Agreement or by making its initial PDP Plan Beneficiary Premium payment to UnitedHealthcare on or before the Effective Date. In the event acceptance of this Agreement is made with the initial payment of the PDP Plan Beneficiary Premium, Group shall provide UnitedHealthcare with an executed copy of this Agreement within sixty (60) calendar days of such payment. Member accepts the terms, conditions and provisions of this Agreement upon completion and execution of the Enrollment form. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on UnitedHealthcare and Group.

8.10 Entire Agreement. This Agreement, including all exhibits, attachments and amendments, contains the entire understanding of Group and UnitedHealthcare with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises, and agreements exchanged by the parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations, or communications, whether written or oral, between Group and UnitedHealthcare with respect to the subject matter of this Agreement.

8.11 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.

8.12 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, this Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

8.13 Superseding of Other Agreements. The PDP Plan replaces and supersedes any previous prescription drug plan between UnitedHealthcare and Group. The terms and conditions of this Agreement shall in turn be superseded by those of any subsequent agreement to provide a prescription drug plan between UnitedHealthcare and Group.

8.14 ERISA. UnitedHealthcare makes no representations or determinations regarding whether the arrangement contemplated by this Agreement constitutes an employee welfare benefit plan under the Employee Retirement Income Security Act ("ERISA"), 29 USC § 1001 et seq. This determination is solely the responsibility of Group. UnitedHealthcare will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and is not

responsible for complying with the provisions of ERISA or administering any applicable obligations that may arise under ERISA, including those relating to claims procedures or appeals, COBRA, providing summary plan descriptions, or required filings, member materials or disclosures. UnitedHealthcare is neither the plan administrator nor named fiduciary of the employee benefit welfare plan, as those terms are used in ERISA.

8.15 Indemnification. Group and UnitedHealthcare each agree to indemnify, defend and hold the other party, and its affiliates, harmless, and to accept all legal and financial responsibility for any liability (including reasonable attorneys' fees) arising out of its own failure to perform its obligations as set forth in this Agreement, or under Medicare Laws and Regulations. This provision shall survive the expiration or termination of this Agreement.

9. MEDIATION AND ARBITRATION

UnitedHealthcare and Group will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within thirty (30) calendar days following the date one party sent written notice to the other party, and if any party wishes to pursue the dispute, the pursuing party may request non-binding mediation, within ninety (90) calendar days following the date one party sent written notice to the other party, facilitated by a third-party neutral mutually agreeable to both parties. The mediation shall be held in Fairfield County, Connecticut. If agreement is not reached at the mediation, the pursuing party may submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute, and no dispute may be initiated before the pursuing party submits to non-binding mediation. Any arbitration proceeding under this Agreement shall be conducted in Fairfield County, Connecticut. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages and shall be bound by controlling law. Each party shall be responsible for its own costs, including attorneys' fees, incurred in connection with any arbitration. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies. Notwithstanding the provisions of this Section 9, if any party would suffer irreparable and immediate injury as a result of another party's breach or violation of any provision of this Agreement for which there would be no adequate remedy at law, such party may seek preliminary and other injunctive relief against any such breach or violation in a court having jurisdiction over the parties and the subject matter of the dispute.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF BRIDGEPORT

UNITEDHEALTHCARE INSURANCE
COMPANY

By: _____

By: _____

Name: _____

Name: Greta Redmond, Vice President,
Group Retiree Sales

Title: _____

Title: _____

Date: _____

Date: _____

TIN: _____

Exhibit A

2013 PDP Plan Beneficiary Premium

Effective January 1, 2013 through December 31, 2013, the PDP Plan Beneficiary Premium shall be \$83.75 per person per month.



BILL FINCH
Mayor

CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

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

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

COMM. #67-12 Referred to Contracts Committee on 5/6/2013

April 19, 2013

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

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between Joseph G. Pulitano Insurance Agency, Inc and the City of Bridgeport to market Long Term Insurance to employees and retirees of the City and Board of Education.

The term of the Agreement is from May 15, 2013 to December 31, 2014.

I respectfully request that this Agreement be referred to the Contracts Committee at the Council meeting of May 6, 2013.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
MAY 20 19 4 04 PM '13
CITY OF BRIDGEPORT

Contract Summary

Name of Vendor: Joseph G. Pulitano Insurance Agency, Inc also known as Advanced Resources Marketing (ARM).

Type of Insurance: Long-Term Care (LTC) Insurance

Cost: This is voluntary insurance. The premium costs are fully borne by employees and retirees who elect to purchase it and satisfy the carrier's underwriting requirements. Employees will have the option of paying for the insurance by payroll deduction, while employed.

Background

LTC insurance covers expenses associated with activities of daily living, often called custodial care, most typically for aged individuals who are spending their final days in a nursing home. However, any covered person, regardless of age, who becomes incapacitated due to injury or illness would be entitled to benefits.

Long-Term Care insurance is a complex product. The program being offered by the City includes policies which conform to State of Connecticut guidelines on long-term care insurance known as the *Connecticut Partnership for Long-Term Care*.

Neither group insurance nor Medicare cover long term care expenses. This type of insurance is becoming an increasingly important component of a person's estate planning.

ARM was selected by an RFP. They provide a similar program to a number of employers in Connecticut including State of Connecticut employees. They are skilled at conducting employee orientations and helping people understand the complexities of this insurance. Employee meetings will be conducted during non-work hours.

**AGREEMENT FOR THE CITY OF BRIDGEPORT VOLUNTARY
SUPPLEMENTAL BENEFIT PROGRAM PAYROLL DEDUCTION SLOT**

This Agreement (“Agreement”) for the City of Bridgeport Voluntary Supplemental Benefit Program (“Program”) payroll deduction slot is made and entered into as of May 15, 2013 (“Effective Date”) by and between the **City of Bridgeport**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (“**City**”) by and through its Benefits Office, and the **Joseph G. Pulitano Insurance Agency, Inc.**, a corporation organized and existing under the laws of the State of Massachusetts, having an address at 214 Lincoln Street, Suite 110, Allston, MA 02134 (“**Agency**”), acting as the duly-authorized agent for Transamerica Life Insurance Company, a duly-authorized provider of The Connecticut Partnership For Long-Term Care Insurance Program approved by the Connecticut Department of Insurance (the “**Program**”).

WITNESSETH THAT:

WHEREAS, the City published a “Request For Qualifications as a Final Selection – Agency For Long-Term Care Insurance” BFB 293137 on June 10, 2012 (“**RFQ**”), which RFQ is incorporated herein by reference as if fully set forth herein;

WHEREAS, the Agency submitted a response to the RFQ dated July 5, 2012 (“**Proposal**”), which Proposal is incorporated herein by reference as if fully set forth herein;

WHEREAS, under the Connecticut General Statutes and the Bridgeport Code of Ordinances, the City has the authority to approve a payroll deduction slot for long-term care insurance purchased by its employees (but not retirees) consistent with the Program (“**Long-Term Care Insurance**”), which shall be offered to the City’s active employees and retirees.

WHEREAS, the Agency desires to market the Program to the City’s qualified active employees and retirees.

WHEREAS, the City has selected the Agency to provide long-term care insurance under

the Program on the terms and conditions set forth below.

NOW, THEREFORE, intending to be legally bound, the City and Agency hereby agree as follows:

Section 1 – Definitions.

(a.) “Employees” or “employees” shall mean all permanent, active employees (excluding per diem employees or temporary or seasonal employees) of the City who work a minimum of twenty (20) hours per week and all retired employees of the City who receive retirement benefits from the State MERA Retirement System, City Pension Plan A, City Pension Plan B, or State Teachers Retirement Board (active employees and retirees shall be collectively referred to as “Employees”).

Section 2 – Agreement to Provide Services/ Rates/ Payroll Deduction Slots.

(b.) “Services” shall mean the Agency’s offer and potential placement of individual Long-Term Care Insurance policies consistent with the Program (each a “Policy”) to Employees and its applicable riders, the form of which Policy is on file at the Connecticut Department of Insurance.

(c.) Payroll Deduction Slots—The City agrees to provide payroll deduction to active Employees paying premiums for the Long-Term Care Insurance offered in accordance with this Agreement. Premiums from retired Employees will be by check or EFT transfer.

(d.) Insurance Policy—The Policy issued to an Employee shall include a schedule page verifying the effective date of coverage, the type of coverage provided, and the amounts of coverage. Schedule shall also include the premium amount and the payment mode selected.

Section 3—Entire Agreement.

This Agreement embodies the entire agreement between the City and the Agency on matters specifically addressed herein. The parties shall not be bound by or be liable for any

representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties.

Section 4—Term and Termination.

(a.) Term—This Agreement shall begin effective May 15, 2013 and shall expire on December 31st 2014, at which time the parties may agree to extend this Agreement for up to two additional one-year periods.

(b) Termination.

(1) Termination For Convenience: Notwithstanding any provisions in this Agreement, the City or the Agency, through a duly-authorized representative, may Terminate the Agreement for due cause shown whenever the party giving notice makes a written determination that such Termination is in its best interests by giving at least 60 days' prior written notice to the other party.

(2) Termination for Cause. (A) If either party breaches the Agreement in any material respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Termination Date if the breach is not cured by the party receiving notice within the right to cure period and, unless otherwise modified by the non-breaching party in writing prior to the Termination Date, no further action shall be required of any party to effect the termination as of the Termination date.

(3) Any notice of termination must be sent to the address listed in Section 17 of

this Agreement via USPS certified mail, return receipt requested, by recognized overnight delivery service, or by hand-delivery and such notice shall be effective on the date of attempted or actual delivery if mailed, on the date received if delivered by hand or by delivery service.

(4) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which are stated to survive termination or expiration of this Agreement. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(5) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of Agreement.

(6) If the Agreement is terminated by either party as provided herein, the City will forward to Agency all accrued but unpaid premiums that have been collected by the City by payroll deduction through the Termination Date.

Section 5 –Continuation of Coverage.

In the event that an Employee who is an active City employee leaves City employment, the Carrier shall continue to provide coverage to such Employee, if the Employee so chooses, limited only by the terms and provisions of the Policy, and the Carrier shall bill such Employee directly thereafter so that there is no lapse in coverage. In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Carrier shall continue the Policy as to each Employee in accordance with the terms and provisions of the Employee's Policy. In the event that this Agreement expires and is not renewed or is otherwise terminated as provided in Section 4 of this Agreement, the Agency shall not offer or market coverage under the Program or offer payroll deductions to any City

Employee under the Program.

Section 6 – Policy Upgrades.

The Agency shall provide Employees that purchase a Policy through the Program the opportunity to upgrade their coverage should such upgrades become available under the Program in the future subject to full underwriting approval. The Agency shall obtain written approval from the City of any upgrade prior to offering the same under the Program.

Section 7 – Marketing.

Agency shall submit a marketing plan to the City for review and written approval by the City. This marketing plan and the City's approval thereof are attached hereto and incorporated herein by reference **EXHIBIT A** ("Marketing Plan"). Such Marketing Plan shall include, but not be limited to: (1.) an identification of any other person or companies engaged by the Agency to market Long-Term Care Insurance under this Agreement, and (2.) an open enrollment period to be determined by mutual agreement of the parties ("Open Enrollment Period") which Policies will be offered on an Abbreviated Application Underwriting basis.

Abbreviated Application Underwriting ("AA") means for City employees up to Age 65 who work 20 hours or more per week in premium classes Preferred, Standard and Rated 1-2, submission or gathering of the following medical evidence:

- Completion of Application Sections A and B
- Participation in Telephone Interview to answer Application Section C Questions and medical records are ordered as needed
- Submission to Face to Face (F2F) Assessment and/or Attending Physician Statement [APS] "for cause". "For Cause" means a disclosure on the application of a medical condition or medication that would trigger the underwriter to order an APS or F2F Exam.

- Search of employee in Rx Database
- MIB (Medical Information Bureau) Report: The Medical Information Bureau is a member-owned corporation that has operated on a not for-profit basis in the United States and Canada since 1902. MIB's Underwriting Services are used exclusively by MIB's member life and health insurance companies to assess an individual's risk and eligibility during the underwriting of life, health, disability income, critical illness, and long-term care insurance policies. These services alert underwriters to errors, omissions or misrepresentations made on insurance applications. By mitigating the risk of applicant errors, omissions and misrepresentations, MIB may help lower the cost of life and health insurance for consumers.
- All benefits are available: There is no limitation on Daily Benefit, Length of Benefits, Inflation Option, or Elimination Period that can be purchased.

The Agency shall pay for all of its own educational, marketing and enrollment expenses associated with the Program and its offering. The City shall pay for Program administrative expenses incurred by the City and for promotional activities specifically generated by the City in connection with the Program, unless otherwise specifically agreed in writing by the Agency and the City.

Prior to distribution to Employees, the Agency agrees to submit to the City for review and prior approval (which the City shall not unreasonably withhold or delay) all communication, marketing and educational materials related to the Program, including, but not limited to, letters, brochures, flyers, posters, websites, radio/television advertising, newspaper advertising, billboards, etc. All marketing material must contain truthful information and not convey negative or disparaging information about competitors' products, or contain comparisons to

competitors' products. Agency shall not offer incentives to enroll in coverage except for the Abbreviated Application Underwriting incentive, and Agency shall not offer promotions including, but not limited to, door prize giveaways and raffles. Agency is permitted to offer business related items such as pens, pencils, and magnets. Agency agrees to distribute only such material and items which have been approved by the City (which approval the City shall not unreasonably withhold or delay).

The City agrees to actively promote the Program to employees through letters, and other means at its disposal as determined in the City's sole discretion.

The City further agrees to work with various City agencies to educate Employees as to the availability of the Program. The City also agrees to educate the various City employee unions as to the availability of the Program.

Section 8—Advertising, Publicity and Promotion.

Unless specifically authorized in writing by the City, the Agency shall have no right to use, and shall not use, the name of the City of Bridgeport, its officials or employees, or the seal of the City:

- (a.) In any advertising, publicity, promotion; nor
- (b.) To express or imply any endorsement of the Agency's products or services other than to the extent evidenced or contemplated by this Agreement; nor
- (c.) To use the names of the City, its officials or employees or the City seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except in connection with the Program and otherwise in accordance with this Agreement.

Unless specifically authorized in writing by the Agency, the City shall have no right to use, and shall not use, the name, logo or other identifying mark of the Agency or of any of the

Agency's affiliates except in connection with the Program and otherwise in accordance with this Agreement and then only with, in each instance, the Agency's specific prior written consent.

Section 9—Payment Schedules and File Requirement.

(a.) The Transamerica Life Insurance Company ("Carrier") shall provide the City a list bill of which Employees have received Policies and have requested their premiums to be payroll deducted along with the amount to be deducted under the Program pursuant to the specific files and reporting requirements to be developed between Transamerica Premium Accounting and City of Bridgeport Payroll.

(b.) Notwithstanding any occurrence beyond the reasonable control of the City, the City agrees to send to the Carrier, on at least a monthly basis, (i) an amount of funds representing those Employees who have had their Policy premiums payroll deducted, and (ii) a list of the names of those Employees and their corresponding Policy premium amounts pursuant to the specific files and reporting requirements to be developed between Transamerica Premium Accounting and City of Bridgeport Payroll.

(c.) Within ninety (90) days after the Effective Date, the Agency shall develop a payment schedule and a procedure for notifying the City of any changes that are necessary to an individual Employee's payroll deduction amounts. For example, changes may arise due to a drop, upgrade or downgrade of the coverage. Such payment schedule and procedure shall be pursuant to the specific files and reporting requirements to be developed between Transamerica Premium Accounting and City of Bridgeport Payroll.

(d.) The City may develop additional or different specific file and reporting requirements than those described above, and the Carrier agrees to accept and abide by such requirements as determined by the City from and after such time as they are conveyed to the Carrier in writing

except to the extent that such reporting requirements (i) are not reasonable, or (ii) present operational and/or logistical problems to Carrier.

(e.) The City and the Carrier agree to use reasonable efforts to resolve any problems arising in connection with any specific file and reporting requirements imposed by this Agreement.

Section 10—Effective Dates of Coverage.

Effective dates of coverage shall be determined in accordance with the Policy, but in no event shall the effective date be later than the first of the month following the month the first payment is received by the Carrier from the City for those Employees paying Policy premiums through payroll deduction.

Section 11—Access and Examination of Records.

The City or its representatives shall have the right at reasonable hours to examine any books, records, accounts and other documents of the Agency or other persons marketing Policies pertaining to work performed under this Agreement in Bridgeport, CT. The City will provide the Agency at least three (3) business days' prior written notice of such intended examination. At the City's written request, the Agency shall provide the City with hard copies, magnetic tape, CD or DVD containing any data or information to the extent specifically relating to the City's business, which data or information is in the possession or control of the Agency.

Section 12—Discovery of Conflicts, Errors, Omissions and Discrepancies.

In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement discovered by either party, such party shall notify the other party promptly thereof and thereafter the parties shall use reasonable efforts to agree upon a reasonable and appropriate reconciliation or clarification. This section 12 shall not be interpreted to allow any

discontinuance by the Carrier of insurance to Employees as long as Policy premiums are timely received.

Section 13—Amendments.

This Agreement may be amended only with the consent and signature of both parties and with the approval of the Bridgeport City Attorney.

Section 14—Indemnity.

(a.) The Agency shall indemnify, defend and hold harmless the City and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Agency or Agency Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Agency shall use counsel reasonably acceptable to the City in carrying out its obligations under this section. The Agency's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Agency's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b.) The Agency shall not be responsible for indemnifying or holding the City harmless from any liability arising due to the negligence of the City or any other person or entity acting under the direct control or supervision of the City. The Agency shall reimburse the City for any and all damages to the real or personal property of the City caused by the Acts of the Agency or any Agency Parties. The City shall give the Agency reasonable notice of any such Claims.

(c.) The Agency's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Agency is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(d.) The Agency shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement issued by companies and in such amounts as may be reasonably required by the City.

(e.) The rights provided in this section for the benefit of the City shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f.) This section shall survive the expiration and early termination of the Agreement and shall not be limited by reason of any insurance coverage.

Section 15—Subcontracting.

The Agency may enter into one or more subcontracts for the performance of portions of its services and obligations under this Agreement. Without limiting the generality of the previous sentence, the City acknowledges that, contemporaneously herewith, Agency is subcontracting the sales portions of its obligations under this Agreement to one or more insurance agents closely affiliated with Advanced Resources Marketing ("ARM").

Notwithstanding such subcontracting and/or delegation of duties, the Agency shall remain responsible to the City for ensuring that its obligations under this Agreement are performed by Agency and its subcontractors in accordance with the applicable provisions of this Agreement.

Section 16—Authorizations.

Each party hereby represents that it has the unrestricted right and authority to enter into and perform its obligations under this Agreement.

Section 17—Notices.

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to City:

Benefits Manager
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

With a copy to:

City Attorney
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

If to ARM:

Advanced Resources Marketing
214 Lincoln Street, Suite 110
Allston, MA 02134

If to Agency:

Joseph G. Pulitano Insurance Agency, Inc.
214 Lincoln Street, Suite 110
Allston, MA 02134

Section 18—Grievance Procedures.

The Carrier's policyholder complaint-handling procedures are attached hereto and incorporated herein by reference (**EXHIBIT B**).

Section 19—Nondisclosure.

The Agency shall not release any personal identifying information about Employees or other information concerning the Services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity that is not affiliated with the Agency or any official body unless prior written consent is obtained from the City, except to the extent required by law, legal process or regulatory authority having jurisdiction over the Agency.

Section 20—Confidentiality.

All Employee data provided to Agency by the City will be treated as proprietary to the City or personal identifying information and shall be treated as confidential. The Agency agrees to hold such information in confidence and not to disclose or otherwise make available any such information in any form to any person except to those employees of the City, or to those employees, representatives, advisors or subcontractors of the Agency or of the Agency's affiliates who need access to the information to facilitate the provision of Services under this Agreement and except where a disclosure of such information by Agency is required by other governmental authority to ensure compliance with laws, rules or regulations, and any such disclosure will be limited to that actually so required. Where such disclosure is required, the Agency will provide advance notice to the City of the need for the disclosure and will not disclose absent consent from the City, except to the extent required by law, legal process or regulatory having jurisdiction over such party. Nothing herein shall be construed to prohibit Agency from providing routine information to Employees or beneficiaries concerning the Program or any Policy.

Section 21—Sovereign Immunity.

The parties acknowledge and agree that nothing in the Solicitation or the Agreement shall be construed as a modification, compromise or waiver by the City of any rights or defenses of any immunities provided by Federal law or the laws of the City of Bridgeport or any of its

officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Section 22—Non-Waiver.

None of the conditions of this Agreement shall be considered waived by any party hereto unless given in writing. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

Section 23—Assignment.

This Agreement shall not be assigned by either party without the express prior written consent of the other.

Section 24 – Health Insurance Portability and Accountability Act.

(a) The parties acknowledge and agree that there is no “business associate” relationship between them, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (as the same may be amended from time to time, “HIPAA”), and that, accordingly, HIPAA does not apply to this Agreement or to the premium payment deduction activities contemplated hereby.

(b) To the extent that an Employee applies for a Policy, the Agency shall comply with all applicable City, State and federal laws (including without limitation regulations) concerning the confidentiality, privacy, or security of personally identifiable information (including without limitation names, addresses, medical history and other information) about Employees disclosed to the Agency or its representatives in connection with the Program. Without limiting the foregoing, the Agency acknowledges and agrees that any “Individually Identifiable Health Information” (as defined by HIPAA) that the Agency receives (either directly

or indirectly) from, about, or on behalf of an Employee is “Protected Health Information” (as defined by HIPAA) and shall be treated accordingly. The Agency further acknowledges and agrees that any Protected Health Information so received by the Agency pursuant to this Agreement is for the purpose of underwriting, premium rating, or other activities relating to the creation and placement of an Agreement of Long-Term Care Insurance, and that if such insurance is not placed with the Agency, the Agency may not use or disclose such Protected Health Information for any other purpose, except as may be “Required by Law” (as defined by HIPAA).

Section 25—SEEC and OPM Ethics Forms.

Agency acknowledges that it has read and understands the City’s prohibitions on certain campaign solicitations and contributions set forth in City Elections Enforcement Commission Forms 10 and 11 (“SEEC Forms 10 and 11”). While the Agency is providing the certification required by OPM Ethics Form 1 (the “Certification”) and the affirmation required by OPM Ethics Form 6 (the “Affirmation”), the parties agree that Agency is not a “City Agency” to which SEEC Forms 10 and 11, the Certification and the Affirmation apply because this Agreement is not an Agreement of insurance with the City (group or individual) or a “City Agreement,” as defined in Connecticut General Statutes §9-612(g)(2), as amended by Public Act 07-1, and does not require the expenditure of City funds.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement for the City of Bridgeport
Voluntary Supplemental Benefit Program Payroll Deduction Slot as of the Effective Date.

Advanced Resources Marketing

City of Bridgeport

By _____

By _____

Date _____

Date _____

Agency

By _____

Date _____

Approved as to form:

City Attorney's Office

Date _____

EXHIBIT A

Marketing Plan for the City of Bridgeport

There are approximately 4,000 active City of Bridgeport Employees and 2,500 Retirees to whom we will be marketing to over the contract period. The initial marketing and enrollment will take place during two 45 day Open Enrollment Periods, the first beginning in May 2013 and the second beginning in September 2013. Subsequent marketing efforts will continue the flow of business for the balance of the contract period until 2015.

Our marketing venues are as follows:

During the first 45 Day Open Enrollment period – May thru June, 2013

Active Employees

Educational seminars will be conducted at the worksite by the enrollers as is allowed by Management and HR.

A schedule of enrollments will be made available to the Benefits Office of the City of Bridgeport as soon as it is finalized. The schedule will detail where and when enrollers will be present.

Additionally ARM will be in attendance at the City of Bridgeport's Health Benefit Fair.

Retirees

A direct mail solicitation will be conducted for the City of Bridgeport Retirees soon after the start of the Open Enrollment Period.

During the second 45 Day Open Enrollment period – September thru October, 2013

Active Employees

Educational seminars will be conducted at the worksite by the enrollers as is allowed by Management and HR.

A schedule of enrollments will be made available to the Benefits Office of the City of Bridgeport as soon as it is finalized. The schedule will detail where and when enrollers will be present.

Additionally, ARM will be in attendance at the City of Bridgeport's Health Benefit Fair.

A direct mail solicitation will be created for the active City of Bridgeport Employees. The mail solicitation will be mailed as soon as close to the beginning of the Open Enrollment Period as possible.

30 Days (or thereabout) before the end of the Open Enrollment Period

ARM will notify all active Employees of the coming end of the Open Enrollment Period portion of the program.

120 Days or thereabout after the end of the Open Enrollment Period

ARM will notify all active Employees and Retirees of the continuing offer of LTCi. Employees and Retirees would still be eligible for the City of Bridgeport sponsored discount. Interested prospects in all venues would have three ways to respond to solicitations:

1. Fill out and mail back the postage paid response card.
2. Call our LTCi service center at 800.LTC.CT89
3. View an interactive presentation on our specially designed website for City of Bridgeport Employees and Retirees

Articles

From time to time as requested by the City of Bridgeport, ARM will provide articles, pre-approved by the Benefits Office of the City of Bridgeport between 300-500 words in length, discussing the need for long term care planning and the City of Bridgeport Employees & Retirees LTCi program to be used in the various communication media sent to Employees and Retirees. All articles will be released upon pre-notification to the Benefits Office of the City of Bridgeport.

Retirees

ARM will send notifications to the City of Bridgeport Retirees once per year. Additionally Retiree Chapter Presidents are free to schedule the enrollers to speak at meetings to explain and discuss the offering.

Active Employees

ARM will send notifications to active City of Bridgeport Employees two times per year. Additionally the enrollment team will be continually meeting with City of Bridgeport Employees in the worksite conducting seminars, individual meetings, and office visits as allowed by Management and HR.

The above marketing efforts will continue after the end of the Open Enrollment Period and throughout to the end of the contract.

Special Marketing Considerations for Certain Departments

The enroller, ARM, recognizes the challenges of marketing and access allowed by some departments.

In addition to attending any Supplemental Benefit Fairs that might be organized, ARM will be utilizing technology where logistics can impede access.

Specifically, new technology (Glance & Go To Meeting) will allow for all interested City of Bridgeport Employees and Retirees, to schedule an 'on line, on the phone' presentation at their convenience. This will enable them to log onto their computers from home or elsewhere, call an 800 number and speak live to Partnership Certified enroller who can walk them through an LTCi

Presentation, run quotes for them, run comparisons, review medical conditions, and even help them fill out applications.

This will give considerable flexibility to those interested in learning more about the LTCi program and is especially convenient when dealing with couples who may have conflicting schedules.

The availability of these presentations will be noted on all City of Bridgeport Marketing Materials and will be specifically marketed in numerous flyers distributed throughout HR Departments.

Of course these technologies will be available to all City of Bridgeport Active Employees and Retirees.

EXHIBIT B

Complaint-Handling Procedures

Life and Protection (L&P) Division of Transamerica

Department of Insurance and Consumer Complaints Policies and Procedures

The following procedures shall be in effect as of June 1, 2012 (revised August 10, 2012). The policies and procedures described below apply to all products, carriers, and companies within the Life and Protection Division of Transamerica (L&P).

The Consumer Affairs Department is part of the Law Department and is responsible for managing Department of Insurance (DOI) Complaints and Consumer Complaints. Contact information for Consumer Affairs is listed within these policies and procedures.

A DOI complaint is **a communication expressing dissatisfaction with a specific person or entity subject to regulation under state insurance laws** that is received from the insurance department of a state. A Consumer Complaint is **a communication expressing dissatisfaction** that is received from a consumer, an attorney, the Better Business Bureau (BBB), an Attorney General (AG), or other consumer protection organization. Under these definitions, a communication is not considered to be expressing dissatisfaction if the communication is solely an inquiry. To determine whether the communication is expressing dissatisfaction, one should consider the language used in the letter and make a reasonable determination based on that language.

Consumer Complaints can be divided into two categories: written and verbal. A written complaint includes correspondence via internet, mail, fax or e-mail. A verbal complaint includes those received via the telephone or in person. News reporter complaints include both verbal and written from the media.

Some states have adopted "grievance" requirements for specific products. A "grievance" is a defined term in these states (see "Grievance Procedures" below). All complaints and grievances in these categories must be tracked.

Department of Insurance Complaints

When a written communication from a DOI is received it must be submitted to Consumer Affairs immediately but never later than within one business day of receipt. Consumer Affairs will manage the complaint and ensure it is appropriately logged into the complaint tracking system in compliance with applicable state law and Corporate guidelines.

DOI complaints must be responded to within 10 business days or sooner if required by state regulations (e.g., 7 calendar days required in North Carolina). The 10-day requirement is a Corporate guideline but many states have established similar timelines for DOI cases. If there is a delay in sending the written DOI complaint to Consumer Affairs, the timeframe to respond will be shortened to ensure a response is sent within state and Corporate guidelines.

All responses to a DOI must name the carrier and contain all information required by the state as shown on the cover letter sent with the DOI, including the carrier's NAIC Number. Some DOIs require that you respond to the insured directly, with a copy to the DOI. The initial complaint letter from the DOI will denote if this is required. The individual assigned to respond to the complaint should thoroughly read the initial letter from the DOI in order to determine what needs to be provided in order to comply with all of the DOI's requirements.

Consumer Affairs is responsible for ensuring that the response is accurate and complete and meets all requirements as specified by the DOI. The DOIs in the states of FL and LA require responses to be uploaded through their online system.

Should the individual assigned to respond to the complaint determine that additional time to respond to the DOI is necessary, Consumer Affairs should be contacted immediately. Consumer Affairs will attempt to obtain an extension from the DOI. NOTE: Some DOIs (such as California) will not grant extensions, and requests for extensions should be avoided, if possible. Failure to meet mandated response times may result in regulatory action (i.e. fines or examinations) by the states.

Consumer Complaints

All written consumer complaints from an insured, beneficiary, attorney representing the complainant/insured, complaints from the BBB, complaints from an Attorney General, complaints from a consumer threatening to contact an attorney, a BBB, an Attorney General or other consumer protection organization should be sent to Consumer Affairs immediately but not later than within 1 business day of receipt. The consumer complaint will be logged by Consumer Affairs into the complaint tracking system. Consumer Affairs is responsible for monitoring the case to ensure an accurate and complete response is sent within 10 business days of receipt. If there is a delay in sending the written consumer complaint to Consumer Affairs, the timeframe to respond will be shortened to ensure a response is sent within the Corporate guidelines. For all complaints, Consumer Affairs may request additional back up documentation.

Verbal Complaints

A verbal complaint is one made via the telephone or in person. All verbal complaints should be tracked as determined by the business unit, such as by the Customer Service Department, Consumer Affairs, or the TPA. All verbal complaints are expected to be tracked and be available for audit by L&P upon request. Since the various methods for tracking and recording verbal complaints are specific to each business unit, check with the appropriate Consumer Affairs Management Team Members as listed below for guidance on how verbal complaints are logged.

News Reporter Complaints

Do not respond to a news reporter or any other media request regardless of whether the request is received via telephone call or written correspondence. Alert Consumer Affairs and/or Communications when a complaint of this nature is received. There are established procedures and various approvals that are required (including Corporate approval) when communicating with the media. Consumer Affairs is responsible for logging these complaints in the complaint tracking system.

Follow Ups/Additional Information

If verbal or written correspondence is received in follow up to a previously recorded complaint, the information needs to be forwarded to Consumer Affairs. Consumer Affairs will log follow ups and/or additional information sent in the complaint tracking system and ensure a response is sent within 10 business days of receipt or sooner.

Grievance Procedures

"Grievance" is defined by the law of the state where the grievance originates and applies to certain products such as health products. Grievance procedures should be analyzed to determine whether a complaint has initiated grievance procedure processes in a particular state.

When a written grievance is received, the communication will be addressed to "Grievance Coordinator." Any communication addressed to Grievance Coordinator will be managed in Consumer Affairs. The correspondence must be submitted to Consumer Affairs within 1 business day. Consumer Affairs will review the state's grievance procedures and the products impacted then log the grievance in the complaint tracking system in compliance with various statutes and corporate guidelines.

Reports and Trend Analysis

Consumer Affairs will produce monthly DOI Complaint & Consumer Complaint reports. In addition, Consumer Affairs will analyze complaints to identify trends, issues or "red flags" that should be addressed. If any trends, issues or "red flags" are detected, Consumer Affairs will consult with the appropriate department to determine if corrective action may be required. Reporting for grievances that are required by the DOI will be submitted by Consumer Affairs.

Consumer Affairs Department – Management Team

Consumer Affairs consists of several associates who are responsible for the complaints for L&P. Consumer Affairs is responsible for training associates within the organization on complaint handling. The team has a common mailbox which is **custrel@aegonusa.com**. If a complaint is received, it can be forwarded to the common mailbox for handling. Below is a list of Managers in Consumer Affairs.

Director:

Lillie Schlessinger, Lillie.Schlessinger@Transamerica.com; (213) 742-3394 (phone)

Manager - Affinity Markets Group, Transamerica Agency Network – Career/Producer Group and LTC:

Melissa Harris, Melissa.Harris@Transamerica.com; (972) 881-4576 (phone); (972) 881-4072 (fax).

Manager – Agency and Brokerage (except LTC):

Liz Severino; Liz.Severino@Transamerica.com; (727) 557-2333 (phone); (866) 764-6012 (fax)



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM. #68-12 Referred to Miscellaneous Matters Committee on 05/06/2013
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: April 18, 2013

RE: Boards & Commissions

Please place the following name on the May 6, 2013 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Ethics Commission:

Andrea L. Townsend (D)
1995 East Main Street
Bridgeport, CT 06610

This will fill a vacancy and the term will expire on 12-31-14.

BF/lac

RECEIVED
MAY 23 12 12
CITY OF BRIDGEPORT



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7760
FAX: (203) 576-3879

DAVID M. KOORIS
Director

MICHAEL P. NIDOH
Director of Planning

BILL FINCH
Mayor

April 11, 2013

Bridgeport City Council
c/o Office of the City Clerk
City Hall – Room #204
45 Lyon Terrace
Bridgeport, CT 06604

RE: Request for the Discontinuance of a Portion of School Street

Dear Honorable Councilpersons:

The City of Bridgeport, on behalf of the Office of Planning & Economic Development (“OPED”) and the School Building Committee (“SBC”), desires to discontinue the portion of School Street (see attached map). The purpose behind this request is to close this currently through street to vehicular traffic by creating a cul-de-sac whereby school buses and parent drop-offs could occur without interacting with non-school traffic. Providing a safer school access environment while enhancing the outdoor recreational facilities at this constrained school site is a goal of the 2010 Master Plan of Conservation & Development.

The proposed street discontinuance involves that portion of School Street from the western street line of Brewster Street to a point approx. 210 feet to the west as shown on this map. This section of roadway for which this street discontinuance is proposed has the ownership of the abutting properties is in the name of subsets of the City of Bridgeport (i.e. the Bridgeport Redevelopment Agency and the Board of Education). In order for the proposed cul-de-sac to be eligible for funding under the school expansion project, it must be dedicated to the school project thus, the plan to incorporate this former street right-of-way within the school project’s boundaries.

The Office of Planning & Economic Development has filed a C.G.S. Sec. 8-24 request with the Planning & Zoning Commission and this item should be heard at their next regularly meeting.

Utility easements for any and all underground or overhead utilities that will remain, be removed, or be relocated within this right-of-way will be established as a part of this street discontinuance process.

RECEIVED
2013 APR 12 A 9 30
CITY CLERK'S OFFICE

OPED, in conjunction with the SBC, respectfully requests an **“approval”** of the attached City Council Resolution regarding the discontinuance of the portion of School Street as described above.

City staff will be present at your regularly scheduled Public Safety & Transportation Committee (“PS&TC”) meeting to discuss this item and answer any questions that you may have regarding this request.

In the interim, should you have any question of me regarding this item, please feel free to contact me at michael.nidoh@bridgeportct.gov or via phone at 203.576-7191.

Sincerely,



Michael P. Nidoh
Director of Planning

Attachment: (2)

Pc: Andrew Nunn – CAO (w/ attachments)
David Kooris – OPED (w/ attachments)
Charles Carroll – Public Facilities (w/ attachments)
Atty. Ron Pacacha – Office of the City Attorney (w/ attachments)
Adam Wood – Office of the Mayor (w/ attachments)
Jon Urquidi – Office of the City Engineer (w/ attachments)
Scott Baillie – School Construction Program (w/ attachments)

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISCONTINUANCE OF A PORTION OF
SCHOOL STREET AS A PART OF THE
BLACK ROCK ELEMENTARY SCHOOL EXPANSION PROJECT**

WHEREAS, the City of Bridgeport's School Building Committee ("SBC") has identified the Black Rock Elementary School as an educational facility in need of significant expansion and improvement; and

WHEREAS, this school project will involve the acquisition of five (5) parcels of land along School Street and a portion of a city-owned municipal parking lot in order to construct a cul-de-sac at the end of the proposed street discontinuance and enhance the school's outdoor recreational facilities; and

WHEREAS, the street discontinuance running westerly from the western street line of Brewster Street to a point approx. 210 feet along the existing School St. (see attached map) to where the installation of a cul-de-sac will facilitate the safe movement of school buses and parent drop-offs vehicles accessing this school site; and

WHEREAS, the acreage of the proposed street discontinuance must be within the school project's boundaries in order for these roadway improvements to be eligible to be funded under the City and State funding formulas; and

WHEREAS, the Black Rock School is being expanded from its current K – 6 to a Pre K – 8 curriculum which will increase its student population to approximately 500 students; and

WHEREAS, this overall school expansion project is in the best interests of the City of Bridgeport.

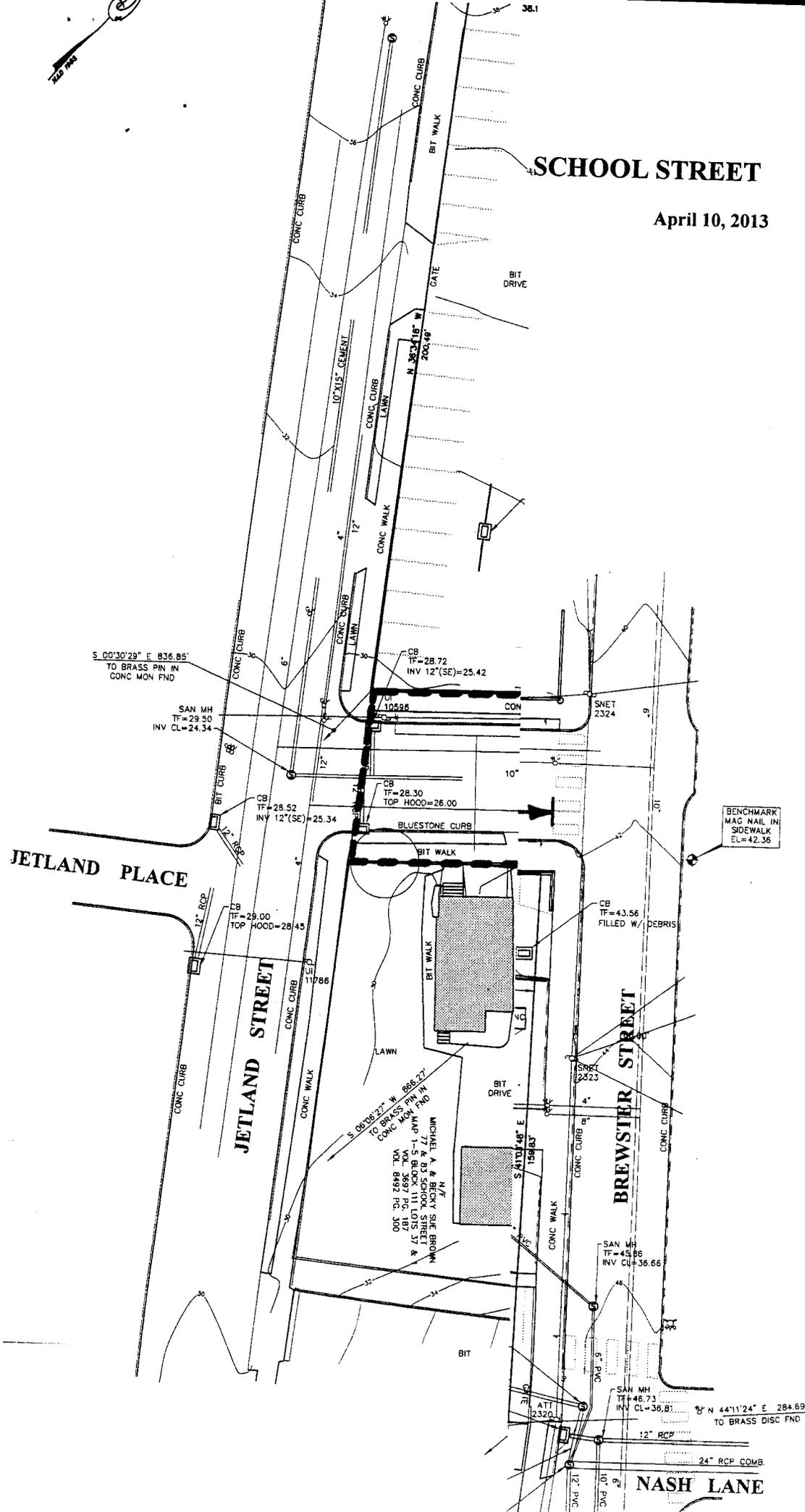
NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council hereby approves the discontinuance of a portion of School Street as described above and dedicates this former right-of-way to the City of Bridgeport and the Bridgeport Board of Education for the installation of the School Street cul-de-sac and enhanced recreational facilities in support of the proposed expansion of the Black Rock Elementary School Project.

BE IT FURTHER RESOLVED that the Bridgeport City Council hereby authorizes the Special Committee to review the proposed street discontinuance mapping for its compliance with any and all City requirements and report back to the Council that all documentation and actions necessary to implement the intent of this resolution have been met.



SCHOOL STREET

April 10, 2013



S 00°30'29" E 836.85'
TO BRASS PIN IN
CONC MON FND

SAN MH
TF=29.50
INV CL=24.34

CB
TF=28.72
INV 12"(SE)=25.42

CB
TF=28.30
TOP HOOD=26.00

BENCHMARK
MAG NAIL IN
SIDEWALK
EL=42.36

JETLAND PLACE

JETLAND STREET

BREWSTER STREET

M/F
MICHAEL A. & BETSY SIFE BROWN
77 & 83 SCHOOL STREET ST. &
VOL 3697 PG 187
TO BRASS PIN IN
CONC MON FND
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NASH LANE



BILL FINCH
Mayor

The City of Bridgeport
Department of Health & Social Services
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street, Bridgeport, Connecticut 06604
Telephone (203) 576-7680 • Fax (203) 576-8311

KRISTIN duBAY HORTON, MPH
Director of Health and Social Services

Comm. #70-12 Referred to ECD&E Committee on 05/06/13

April 25, 2013

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

Re: 2013 Neighborhood Assistance Act

Dear Ms. Hudson,

The Bridgeport Health Department requests review and approval of the attached list of organizations who are applying for approval under the 2013 Neighborhood Assistance Act. The NAA provides tax credits to businesses who contribute to community programs that have received both municipal and state approval.

Your consideration of this matter is appreciated. Please feel free to call me at 337-2343 with any questions.

Sincerely,

Albertina Baptista, MPH, RS
Interim Deputy Director of Health

AB/

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OFFICE

CITY OF BRIDGEPORT

2013 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Big Brothers Big Sisters of Southwestern Connecticut, Inc.	Mentoring in Bridgeport Community	\$ 50,000.00
Bridgeport Area Youth Ministry, Inc.	Computer Genesis	\$150,000.00
Bridgeport Neighborhood Trust, Inc.	South End Community Building Initiative	\$150,000.00
Bridgeport Public Schools	Bridgeport School Improvement Plan	\$150,000.00
Connecticut's Beardsley Zoo/ Connecticut Zoological Society	Rainforest Building-Roof Replacement & Living Roof Project	\$150,000.00
Habitat for Humanity of Coastal Fairfield County	Bridgeport Neighborhood Build 2	\$150,000.00
Junior Achievement of Western CT.	Financial Literacy Programs for Bridgeport school students	\$150,000.00
Marrakech, Inc.	1053-1054 East Main Street Boiler Replacement	\$ 48,000.00
Mercy Learning Center of Bridgeport	Literacy and Life Skills Program	\$150,000.00
Southwestern Area Health Education	Providing Smiles for Bridgeport	\$ 23,280.00
The Bridgeport Public Education Fund, Inc.	Bridgeport Public Education Fund Enrichment Programs	\$150,000.00
The International Institute of Connecticut	Refugee Resettlement & Employment Program (RREP)	\$ 54,142.00
Witness Project of Connecticut, Inc.	Educate & Empower	\$ 25,000.00
Wakeman Memorial Association	Great Futures for Bridgeport Children at Smilow-Burroughs Clubhouse	\$ 15,000.00
Visiting Nurse Services of CT, Inc.	VNS Point of Care Technology Initiative	\$100,000.00
Central Connecticut Coast YMCA dba Bridgeport YMCA	Income-Based Membership Program	\$ 50,000.00

CITY RECEIVED
 2013 MAY -1 P 12:05



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER

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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

Comm. #71-12 (Ref. #151-11) Referred to ECD&E Committee on
05/06/2013

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

April 23, 2013

Dear City Clerk:

Attached, please find a resolution concerning the disposition of 1163 and 1149 Main Street in the Downtown North Redevelopment Area. This item is for referral to the Economic and Community Development and Environment Committee. Since the resolution contemplates the disposition of 1149 Main Street, I would also ask for a public hearing on the item. Thank you.

Sincerely,


Bill Coleman

Director of Neighborhood Development

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

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**Resolution of the City Council
Concerning the Disposition of 1163 and 1149 Main Street, Bridgeport, CT**

Related to Prior Approval Granted Under Agenda Item 151-11

WHEREAS, the City Council approved Item 151-11 on December 3, 2012 (copy attached), which permitted the sale of 1163 Main Street (SW corner of Main Street and Golden Hill Street) (“Premises”) to Schipper & Co. d/b/a Colorblends and Tip Toes Real Estate, LLC (“Colorblends”);

WHEREAS, the City and Colorblends have learned that the Premises is structurally attached on two (2) sides to the adjacent derelict building located at 1149 Main Street (see attached map);

WHEREAS, in order to sell the Premises to Colorblends, the City is currently responsible to (a) structurally replace or restore the two affected walls (changing them from inside walls to exterior supporting walls) should the building at 1149 Main Street ever be demolished and (b) absorb other expenses related to separating the Premises from 1149 Main Street;

WHEREAS, in order to avoid this problem and the resulting expense to the City, the City has offered to sell to Colorblends the land and derelict building located at 1149 Main Street;

WHEREAS, if the City sells 1149 Main Street to Colorblends, Colorblends will undertake the obligation to demolish 1149 Main Street and will be responsible for any structural repairs to the Premises that may be necessary at its sole cost and expense.

NOW, THEREFORE, BE IT HEREBY (SELECT ALTERNATIVE 1 OR ALTERNATIVE 2):

ALTERNATIVE 1

RESOLVED THAT the City agrees to sell the property and derelict building located at 1149 Main Street to Colorblends for the additional price of Ten Thousand (\$10,000.00) Dollars with the understanding that Colorblends shall demolish the building in whole or in part in order to develop, in a manner complementary to and concurrent with its development of the Premises, a display area, garden area or retail presence along Main Street at the corner of Elm Street, as well as parking in the interior of the block between Elm Street and Golden Hill Street; and

RESOLVED FURTHER THAT, the City agrees to remove all debris from 1149 Main Street, except those articles that Colorblends wishes to retain, and agrees to deliver 1149 Main Street to Colorblends in broom clean condition.

RESOLVED FURTHER THAT the City Council authorizes the Mayor or his designee to take all other actions and do all other things in furtherance of and consistent with this resolution.

ALTERNATIVE 2

RESOLVED THAT, the City Council does not authorize the sale of 1149 Main Street to Colorblends and agrees to convey only 1163 Main Street to Colorblends pursuant to the authority previously granted under Agenda Item No. 151-11;

RESOLVED FURTHER THAT the City will enter into with Colorblends a so-called party wall agreement to be recorded on the land records ("**Party Wall Agreement**") on terms and conditions approved by the City Attorney consistent with this resolution that will require the City to restore the affected two walls of the Premises at such time that 1149 Main Street is demolished;

RESOLVED FURTHER THAT the City will take all necessary steps to legally separate the Premises from 1149 Main Street, including but not limited to conducting an A-2 survey of both locations; and

RESOLVED FURTHER THAT the City Council authorizes the Mayor or his designee to take all other actions and do all other things in furtherance of and consistent with this resolution.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER

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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

Comm. #72-12 Referred to ECD&E Committee on
05/06/2013

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

April 24, 2013

Dear City Clerk:

Attached, please find a resolution concerning the disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area. This item is for referral to the Economic and Community Development and Environment Committee. As the item calls for the disposition of City-owned property, I would also ask for a Public Hearing before the City Council.

Sincerely,

Bill Coleman
Director of Neighborhood Development

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

RECEIVED
OFFICE OF THE CITY CLERK
APR 24 2013 10:29 AM

**A Resolution by the Bridgeport City Council
Authorizing the Disposition of Property at 179 and 207 Middle
Street as well as at 1184, 1192, 1194, 1200, 1214 and 1218 Main
Street (“The Jayson-Newfield Block”) and Authorizing a Tax
Incentive Agreement in support of the Jayson-Newfield
Block’s Historic Renovation and Redevelopment as a Mixed-
Use Residential, Retail and Commercial Complex**

WHEREAS, the “Jayson Newfield Block” consists of a full city block along the east side of Main Street between Golden Hill Street and Gold Street, bounded by Middle Street to the east, all within the Downtown North Redevelopment Area, with buildings and property located at the following eight addresses (to be defined individually as the “Parcels”; and to be defined collectively as the “Property”):

179 Middle Street (“Jayson Building”)
207 Middle Street
1184 Main Street (“Newfield Building”)
1192 Main Street
1194 Main Street (“3-story Commercial”)
1200 Main Street
1214 Main Street
1218 Main Street;

WHEREAS, this Property is owned by the City of Bridgeport, (or its agent, the Bridgeport Redevelopment Agency), and is vacant and blighted and produces no revenue;

WHEREAS, the Property represents a significant historical asset to the downtown because of its concentration of older commercial buildings;

WHEREAS, pursuant to City Council authorization, the City executed a Land Disposition Agreement with Urban Green Equities LLC on September 30, 2005 which encompassed in part the Property;

WHEREAS, market conditions and the scarcity of financing have made it difficult to redevelop the Property in accordance with the schedule outlined in the September 2005 LDA;

WHEREAS, the City wishes to enter into a Revised Land Disposition Agreement for the Property;

WHEREAS, Urban Green Equities is now known as Block 912 JV (the "Developer") and has been able to secure a commitment from the State of Connecticut's Department of Economic and Community Development for approximately \$5,000,000 (five million dollars) toward the development of the Property;

WHEREAS, the Developer proposes to invest approximately \$27 million over two years in the historic renovation of the Property so as to create approximately 97 units of housing with approximately 18,000 square feet of commercial and retail space (the "Project");

WHEREAS, the Developer's proposal is consistent with the Master Plan and with the character of downtown;

WHEREAS, the Developer proposes a financing structure that calls for Federal and State Historic Tax Credit Equity as well as other sources of public and private equity and debt;

WHEREAS, the economic success of the Project requires that the City receive a deferred payment on the acquisition of the Property;

WHEREAS, the economic success of the Project requires that the City establish a Tax Incentive Agreement offering a fixed real estate tax payment schedule during the two-year (2) construction period of the Project, as well as a phased-in real estate tax payment schedule through the subsequent fifteen (15) years of the Project's operation;

WHEREAS, Chapter 3.20 of the Bridgeport Municipal Code ("Tax Incentive Development Program") enables the City to provide Real Estate Tax Incentive Agreements in order to encourage the redevelopment of property within the City; and

WHEREAS, the Project meets the eligibility criteria of the City's Tax Incentive Development Program; and

WHEREAS, it is in the City's interest to encourage the redevelopment of these historic buildings so as to create new housing and so as to attract new employment downtown;

WHEREAS, OPED has recommended to the Mayor and to the City Council that the Developer be given the opportunity to acquire and to redevelop the Property subject generally to the terms and conditions outlined in this resolution to be incorporated into a Revised Land Disposition Agreement;

NOW THEREFORE BE IT RESOLVED that the Mayor or the Director of OPED or their designee is authorized to do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property “as-is, where-is, with all faults” to the Developer or to its affiliate, or to an approved successor or assign, in a manner consistent with this resolution provided that consideration for the Property shall be no less than \$300,000 (three hundred thousand dollars) (“Purchase Price”) due to the City, at the City’s sole discretion and demand, at either the Developer’s subsequent resale or refinance or restructuring of the ownership of the property or no later than 7 years from the date of the execution of the document originally transferring the Property from the City to the Developer, further provided that the City shall in either case be entitled to interest accrued from the date of the transfer of the Property compounded on the Purchase Price at the rate of 3% per year;

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED or their designee is authorized to the extent allowed by statute to modify or discontinue the relevant Municipal Development Plan and/or Urban Renewal Plan, as he may determine necessary to facilitate the implementation of this Project and the purposes of this resolution;

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED of their designee is authorized to negotiate and execute a Tax Incentive Agreement that will fix the real estate taxes on the Property, specifically including the existing buildings and the land, and specifically excluding any newly constructed buildings to be developed in the future, as due and payable according to the following schedule:

Year 1 (Construction):	\$50,000
Year 2 (Construction):	\$50,000
Year 3 (1 st year Operations):	\$12,000
Year 4	\$12,000
Year 5	\$12,000
Year 6	\$12,000
Year 7	\$24,000
Year 8	\$36,000
Year 9	\$48,000
Year 10	\$60,000
Year 11	\$72,000
Year 12	\$84,000
Year 13	\$84,000
Year 14	\$96,000
Year 15	\$108,000
Year 16:	\$120,000
Year 17:	<u>\$120,000</u>
Total:	\$1,000,000

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER

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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

April 28, 2013

COMM. #74-12 Referred to ECD&E Committee on 05/06/2013

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

**RE: A Resolution Regarding the Leasing of Connecticut Department of
Transportation Property for Roosevelt School**

Dear Honorable Body:

Please find attached for your review and consideration a resolution authorizing Mayor Finch to execute agreements related to the leasing of Connecticut Department of Transportation Rights of Way Property for Roosevelt School.

A representative of this office and the School Construction Program Manager will be in attendance at your meetings and prepared to discuss this project in detail. Thank you for your consideration.

Sincerely,

David M. Kooris
Director

Cc. Mayor Bill Finch
Adam Wood, COS
Andrew Nunn, CAO
Larry Schilling, PM
Stephen Tyliszczak, OPED

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OFFICE OF THE CITY CLERK



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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

A Resolution
For
The Lease of Connecticut Department of Transportation Property
For
Roosevelt School Construction

Whereas, the State of Connecticut Department of Transportation is agreeable to lease certain I-95 Rights of Way properties at the Intersection of South and Myrtle Avenues in the City of Bridgeport; and

Whereas, the City of Bridgeport is in the process of constructing new schools throughout the City with an increased awareness of the need for outdoor athletic fields, play space and community gardens; and

Whereas, the City of Bridgeport, acting through and with its Board of Education and School Building Committee has approved the plans a for a new 85,000 sf Pre K – 8th Grade Roosevelt School for 600 students, has determined that additional space is required to provide outdoor athletic / soccer fields, age specific play space and parking for staff and visitors; and

Whereas, the State has agreed to allow the City to lease those certain ROW properties adjacent to the school site as indicated in Agreement No. 10.19-04(12) File NO. 015-046-006A which Agreement is attached hereto to the City for its Review, Approval and Execution; Now Therefore Be It

Resolved, that Mayor Bill Finch is authorized to enter into Agreement No. 10.19-04(12) with the State of Connecticut Department of Transportation; And that the Mayor is authorized to take such actions, make such applications, sign and or enter into such agreements to lease said properties as deemed necessary and appropriate.

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
CITY OF BRIDGEPORT
INTERSTATE ROUTE 95 - INTERSECTION OF SOUTH AND MYRTLE AVENUES
TOWN OF BRIDGEPORT
FILE NO. 015-046-006A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this _____ day of _____, 201__, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, and the City of Bridgeport ("Second Party"), a municipality, with a mailing address of 45 Lyon Terrace, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), for ingress and egress and motor vehicle parking, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, on the westerly side of Interstate Route 95 at the intersection of South and Myrtle Avenues, with appurtenances thereon, if any, containing approximately 21,382 square feet, as shown on a sketch attached hereto, herein referred to as: "EXHIBIT A".

1. The sole purpose of this Agreement is to allow the Second Party to, and the Second Party agrees that it will, use the Premises only for ingress and egress and motor vehicle parking. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in Item 6 of the "Specifications" (referred to and defined in Article 7 hereof) for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing June 1, 2013, to and including May 31, 2018.

3. There is a one-time Administrative Fee of Five Hundred Dollars (\$500) due and made payable to "Treasurer, State of Connecticut" to help defray the cost of processing this Agreement.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto, by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. The Second Party may, at its option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated February 21, 2013 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District III Maintenance Office, at (203) 389-3000, to apply for this Permit.

9. The Second Party agrees to hold the State harmless for any damage caused by items falling or dropping off the bridge, including but not limited to snow and ice.

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

Secretary
Office of Policy & Management
State of Connecticut

Date: _____

APPROVED:

Attorney General
State of Connecticut

Date: _____

STANDARD HIGHWAY LEASE
SPECIFICATIONS & COVENANTS: GOVERNMENTAL

Connecticut Department of Transportation
Bureau of Engineering and Construction
Division of Rights of Way
Appraisal Section

February 21, 2013

Definitions:

The following definitions shall apply to this Standard Highway Lease Specifications and Covenants:

"Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

"Records" means all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" means the State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

"Second Party Parties" means a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

(1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Agreement, unless otherwise specified in the Agreement.

(2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Agreement. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Agreement, if such a grant-in-lieu of taxes concerning the Premises is required of the State.

(3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.

(4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.

The Second Party shall not allow any unregistered or abandoned motor vehicles to remain on the Premises and shall cause the same to be removed. The Second Party shall not allow any boats to be stored on any of the premises.

(5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the Federal Highway Administration, if required.

(6) Indemnification.

(a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(7) The Second Party agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State being named as an additional insured party, the following minimum liability insurance coverage or coverages regarding the Premises at no cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified below, the State shall be named as an additional insured.

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance on a form that is acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

(8) The State and the Federal Highway Administration, if appropriate, shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if any emergency arises, a telephone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.

(9) The Second Party agrees to enhance the aesthetic appearance of the Premises at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season."

(10) The Second Party shall not erect signs, displays, or devices on the Premises, unless otherwise specifically allowed in this Agreement, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.

(11) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Agreement, as approved by the State in writing.

(12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or another device suitable to the State around the Premises, so as to control the ingress and egress of vehicles and persons to and from the Premises.

(13) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance, thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(14) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Agreement, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.

(15) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.

(16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highway, and sidewalks, so far as the Premises is or may be concerned.

(17) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

(18) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

(19) In addition to Item (6) hereinabove, the Second Party hereby agrees as follows:

The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, costs, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

(20) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State and the Federal Highway Administration, if appropriate. The Second Party agrees that as an integral part of the process of obtaining the above-mentioned written approval, the Second Party shall apply for, receive and comply with, a Permit or Permits issued by the State in conformance with all pertinent provisions of the current Encroachment Permit Regulations, including amendments thereto. The Second Party shall comply with the applicable provisions of 23 C.F.R., Section 710, Subpart D, which is hereby made a part hereof by reference thereto.

The State and the Federal Highway Administration, if appropriate, reserves the right to review and approve all plans prior to any and all construction and site improvements at the aforementioned Premises. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. No such construction or site improvement shall commence unless and until the State provides its written approval for same. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.

(21) Upon termination of this Agreement for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.

(22) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.

(23) The Second Party may record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State.

(24) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Secretary, Office of Policy and Management, by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.

(25) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546."

(26) As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-7), 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 Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Agreement.

(27) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/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 contracts/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 Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

(28) The Second Party hereby acknowledges and agrees 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.

(29) Any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) 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 Second Party is to receive such notice:

(The person(s) acting herein as signatory for the Second Party)

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service – "Certified Mail" to the address recited herein as being the address of the party(ies) 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), including any electronically produced versions, 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 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.

(30) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.

(31) Suspended or debarred second parties, 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 Second Party shall constitute certification that to the best of its knowledge and belief the Second Party 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:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment 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;

(iii) 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 (a) (ii) of this certification; and

(iv) Has not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party

shall attach an explanation to this Agreement.

The Second Party 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 subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors, participant(s) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors, participant(s) is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

(32) This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party 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 Second Party. The Second Party 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 Second party to be in compliance with this Act, as the same applies to performance under this Agreement.

(33) The State reserves mining and excavating rights. The Second Party shall not remove sand, gravel or other fill material from the Premises.

(34) The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(35) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

(36) The Second Party agrees 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 Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings. Nothing herein shall be construed to waive the State's immunities.

(37) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the Department shall provide a copy of these orders to the Second Party.

(38) The Agreement, when fully executed by both parties and this "Standard Highway Lease Specifications &

Covenants, Connecticut Department of Transportation" together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

(39) For purposes of this paragraph, the term "State" shall mean the agency through which this Agreement was entered into on behalf of the State of Connecticut. The Second Party, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises which are the subject of this Agreement, and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within twenty-four (24) hours following the occurrence of any Event, the Second Party shall notify the State of same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Second Party by law. Upon written request by the State, the Second Party shall permit the State to inspect the Premises any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Second Party hereby waives any claim of privilege that may attach to said records.

(40) Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The State's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the Second Party, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. **Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



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. 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

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). 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."

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 Offices 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. Those 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
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: 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. 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)



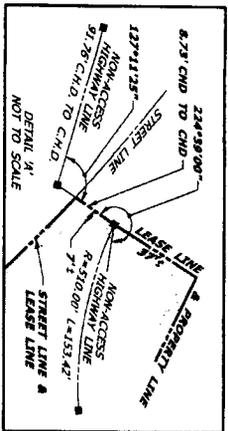
Ralph J. Carpenter
COMMISSIONER

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.)

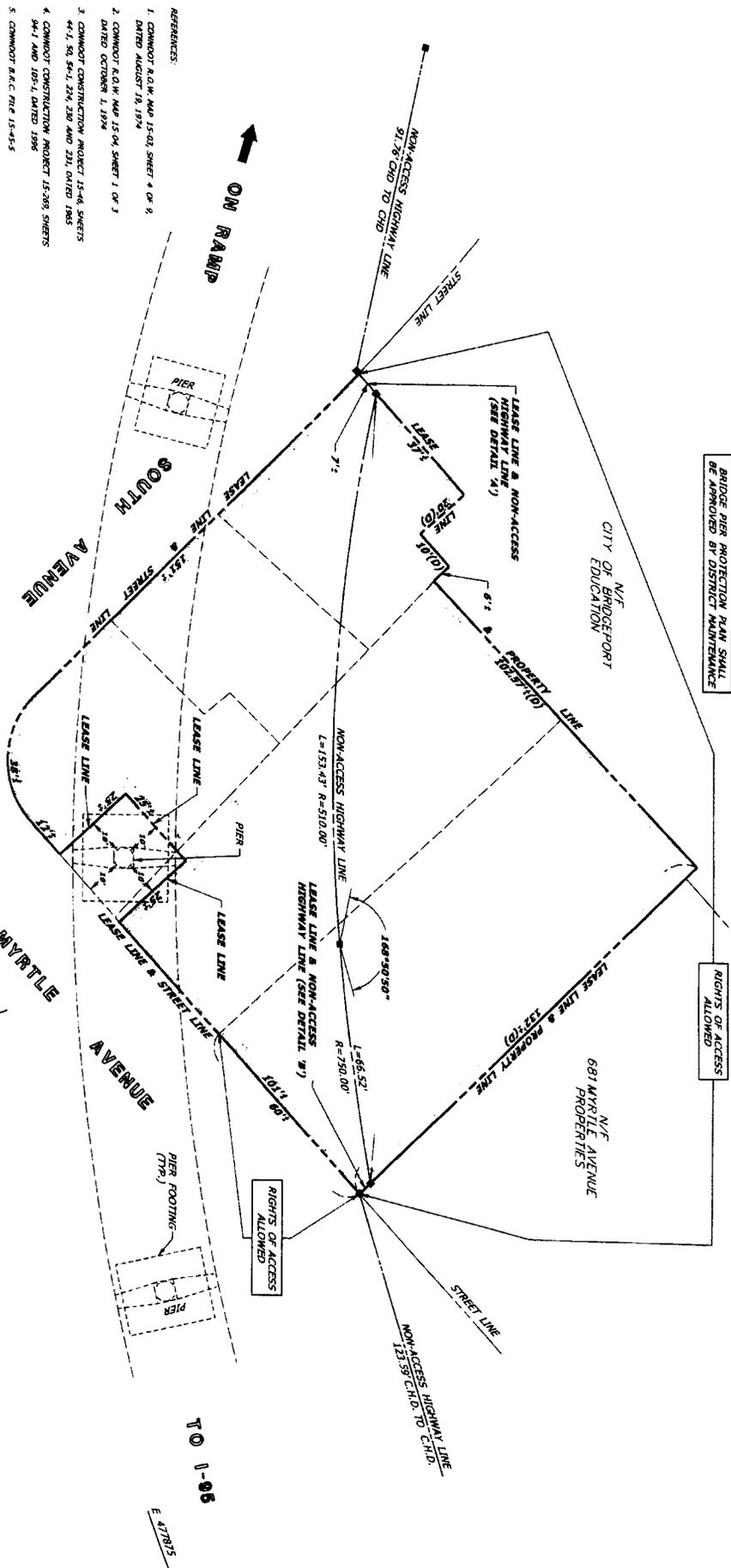
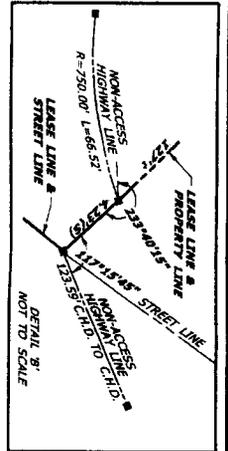
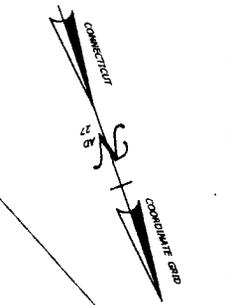
cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



LEASE AREA = 21,382 ± SQ. FT.

THE LESSEE SHALL NOT INFRINGE THE STATE OF CONNECTICUT (D.O.T.) FROM ENTERING THIS AREA AT ANY TIME

BRIDGE PIER PROTECTION PLAN SHALL BE APPROVED BY DISTRICT MAINTENANCE



- REFERENCES:
1. CONNDOT R.O.W. MAP 15-03, SHEET 4 OF 9 DATED AUGUST 18, 1974
 2. CONNDOT R.O.W. MAP 15-04, SHEET 1 OF 3 DATED OCTOBER 1, 1974
 3. CONNDOT CONSTRUCTION PROJECT 15-46, SHEETS 44-1, 50, 54-1, 224, 230 AND 231, DATED 1985
 4. CONNDOT CONSTRUCTION PROJECT 15-288, SHEETS 54-1 AND 105-1, DATED 1989
 5. CONNDOT R.R.C. FILE 15-45-5
 6. CONNDOT R.R.C. FILE 15-46-54
 7. CONNDOT R.R.C. FILE 15-46-6
 8. CONNDOT R.R.C. FILE 15-46-7
 9. CONNDOT R.R.C. FILE 15-46-8
 10. CONNDOT R.R.C. FILE 15-46-9
 11. CONNDOT R.R.C. FILE (15)10-01-383, SHEET 2 OF 4.

DRAWN BY	LAG
DATE	8/20/12
CHECKED BY	TJB
DATE	8/29/12



DATE	REVISION	REQ. BY

LEASE SKETCH

TOWN OF BRIDGEPORT

SKETCH SHOWING LAND LEASED TO

CITY OF BRIDGEPORT

BY

THE STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

INTERSECTION OF

SOUTH AVENUE AND MYRTLE AVENUE

SCALE 1" = 20'

THOMAS A. HARLEY, P.E.

SEPTEMBER 2012

CIVIL ENGINEER - BOARD OF ENGINEERING AND CONSTRUCTION

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



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

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

ASSOCIATE CITY ATTORNEYS

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

Comm. # 75-12 Referred to Miscellaneous Matters on 05/06/2013

April 29, 2013

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 Theresa Timpanelli

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>
Timpanelli, Theresa,	Personal Injury	Perkins & Associates	\$26,000.00

Kindly place this matter on the agenda for the City Council meeting on May 6, 2013 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: Fleeta C. Hudson, City Clerk
Shakira Simpson



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

BILL FINCH
Mayor

DAVID M. KOORIS
Director

Comm. #76-12 Referred to ECD&E Committee on 05/06/2013

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

May 1, 2013

Dear City Clerk:

Attached, please find a resolution that would authorize a Tax Incentive Development Agreement for 525 Palisade Avenue in support of a \$4 million renovation of the Augustana Homes, an affordable senior housing development of some 180 units. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman

Director of Neighborhood Development

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

RECEIVED
OFFICE
MAY -1 P 3:46

A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Development Agreement
for the
Rehabilitation of Augustana Homes,
an Affordable Senior Housing Development
at 525 Palisade Avenue

Whereas, Augustana Homes, located at 525 Palisade Avenue (the “Property”), is a 186-unit affordable senior housing development, (one-hundred percent project-based section-eight), originally constructed in 1982 and owned by the Roman Catholic Diocese of Bridgeport;

Whereas, Augustana Homes Preservation, L.P. (the “Developer”) proposes to purchase the Property and to invest \$4.5 million over a nine-month period in its complete interior and exterior renovation (the “Project”).

Whereas, the Developer is a for-profit limited partnership, the general partner of which is Augustana Homes Preservation GP, LLC, which itself is owned 95% by Related Affordable, LLC and 5% by Full Line, LLC;

Whereas, the Developer shall manage the Property through its proprietary management company, Related Management Company, L.P.;

Whereas, the Developer shall introduce social services not currently provided to the residents of the Property, including Meals-on-Wheels, transportation to medical appointments, on-site

counseling, therapeutic and recreational activities, advocacy services during the term of the Tax Incentive Agreement;

Whereas, the Project calls for exterior improvements including new paving, new striping, new sidewalks and lighting, new windows, a new roof, repairs to the façade;

Whereas the Project calls for interior improvements including new elevators, new boilers, new trash compactor, the refurbishing of all hallways and common areas, the outfitting of each apartment with new cabinets, counters, sinks, flooring, appliances, lighting, bathroom vanities, and paint;

Whereas, in order to attract the private capital required for the Project, the Developer must achieve a Debt Service Coverage Ratio (“DCR”) at a minimum of 1.15 over the fifteen (15) year payback period of the project, a ratio that the City’s Office of Planning and Economic Development (“OPED”) judges to be consistent with industry standards for the financing of such a Project;

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves consistent with industry standards;

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City’s Tax Incentive Development Program (the “Ordinance”) and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes according to the schedule provided herein, the Development shall not attract the capital it needs to proceed;

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance;

Whereas it is in the City's interest to encourage the development of high-quality affordable housing with services for its senior residents; and

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

NOW, THEREFORE, BE IT RESOLVED that OPED's Economic Justification Analysis is accepted;

RESOLVED that the Director of the Office of Planning and Economic Development is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the real estate taxes at the Property for the first fifteen (15) years after the completion of the Project as evidenced by a certificate of occupancy or completion from the City's Building Department, and as to be administered by the normal practices of the Tax Collector's Office, as follows:

Year 1:	\$275,512
Year 2:	\$275,512
Year 3:	\$275,512
Year 4:	\$275,512
Year 5:	\$275,512
Year 6:	\$275,512
Year 7:	\$275,512
Year 8:	\$275,512
Year 9:	\$275,512
Year 10:	\$275,512
Year 11:	\$289,288
Year 12:	\$303,752
Year 13:	\$318,940
Year 14:	\$334,887
Year 15:	<u>\$351,631</u>
<u>TOTAL:</u>	<u>\$4,353,618</u>

RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City after determining that the Developer has met all of the terms and conditions of the Ordinance.

RES. #73-12 Ref'd to Public Safety & Transportation on 05/06/2013.

Resolution

By Council Members Jack Banta and Denese Taylor-Moye of the 131st District

For introduction at the City Council meeting to be held May 6, 2013 and referral to the Council Committee on Transportation and Public Safety:

Resolution to request that a streetlight be installed on the utility pole 3117 in front of 57-59 Milne Street,

Whereas, residents of Milne Street have brought their concerns for public safety and quality of life issues to the attention of their City Council Members,

Whereas, meetings with the Council Members and residents on Milne Street have determined that to address residents concerns a request be made for an additional streetlight to be installed on utility pole 3117 in front of 57-59 Milne,

Whereas, City Ordinance Chapter 12.60 STREETLIGHT INSTALLATIONS details the process for City Council Members to follow for requesting the installation of a streetlight has been complied with (Documentation attached),

Be it resolved that a streetlight be installed on the utility pole 3117 in front of 57-59 Milne Street.

Submitted: Jack Banta and Denese Taylor-Moye April 24, 2013
131st District Date

RECEIVED
CITY CLERK'S OFFICE
2013 APR 24 P 4:06
CITY CLERK



BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

CHARLES M. CARROLL
Director Public Facilities

April 19, 2013

Fleeta Hudson
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Streetlight request at 57 Milne Street

Dear Ms. Hudson,

On behalf of Public Facilities Director Charles Carroll and in accordance with the Streetlight Installation Ordinance 12.60, I am submitting the above request of council members Jack Banta and Denise Taylor-Moye of the 131st district. Also attached as required are the correspondences from:

United Illuminating
Utilities Manager
Engineering Office
Tree Warden

Please feel welcomed to contact me at extension 7851 should you have any questions.

Respectfully,

John F. Cottell Jr.
Utilities Manger

CC: Charles Carroll- Director Public Facilities
Council member Jack Banta 131st district
Council member Denise Taylor-Moye 131st district
Mark Anastasi- City Attorney

ATTN: CITY CLERK
CITY RECEIVED
MIB APR 23 P 12:12
CITY OFFICE

Cottell, John

From: Michael A. Miranda [Michael.Miranda@uinet.com]
Sent: Wednesday, April 03, 2013 3:26 PM
To: Cottell, John; Urquidi, Jon; Domizio, Ray
Cc: Gaudett, Joe; Carroll, Charles
Subject: RE: Street Light request from Councilmembers Jack BAnta & Denise Tylor-Moye (131st)
Attachments: PROPOSAL 57 Milne Street, Bridgeport.jpg; 2013 Overhead Pricing.pdf

John,

Attached is the proposal map, and pricing sheet for Milne Street.

The recommend light is a 70w HPS Cobra on an 8' arm. This fixture conforms with the fixtures on either side of pole# 3117.

The addition annual cost for this fixture is \$127.20.

Feel free to contact me should you have any questions regarding this matter.

Best regards,

Michael Miranda
Outdoor Lighting Representative
Light the Night
United Illuminating Company
Phone: 203-499-2817
Fax: 203-499-3611
michael.miranda@uinet.com
www.uinet.com

* * * ASK ME ABOUT NATURAL GAS * * *

-----Original Message-----

From: Cottell, John [<mailto:John.Cottell@Bridgeportct.gov>]
Sent: Wednesday, February 27, 2013 3:35 PM
To: Urquidi, Jon; Domizio, Ray; Michael A. Miranda
Cc: Gaudett, Joe; Charles Carroll
Subject: FW: Street Light request from Councilmembers Jack BAnta & Denise Tylor-Moye (131st)

Please see the attached Street Light Request and a copy of the applicable City Ordinance. Please forward your letters to my attention so that I can compile them for the Mr. Carroll.

Thank you

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

Denese Taylor-Moye

Bridgeport City Council

Office of Legislative Services

999 Broad Street

Bridgeport, CT 06604

COUNCILWOMAN

Dear Councilwoman Denese Taylor-Moye, JACK BANTA

- POLN: 3117
~~BETWEEN~~ 57-59

I would like to thank you for the attention you have given to the issues of public safety in my neighborhood. Your personal involvement is making a difference in our quality of life.

As we continue to work together building a safer environment for Bridgeport's residents, I am requesting your support to secure a light in front of 121 Milne Street.

57

I will look forward to hearing from you regarding this request as I am sure it will reduce Violent Crime in the evening hours.

Sincerely,

Irineu Portella - 121 MILNE ST.

RECEIVED
FEB 27 2013

BY: _____

John Cottell

My name is Jack Banta I am the council person for the 131st. dist I am writing this letter in response to a consticuant of mine on milane street regarding street lighting. The milane street association would like to install a street light on their street for safety concerns the pole number is 3117 the house number is 57 I hope you and the city can work with myself and the block association. If there are any questions please call me at 203-571-1623. I hope to here from you soon

Jack Banta & Denise Taylor-Moye

City council 131st Dist.

UI

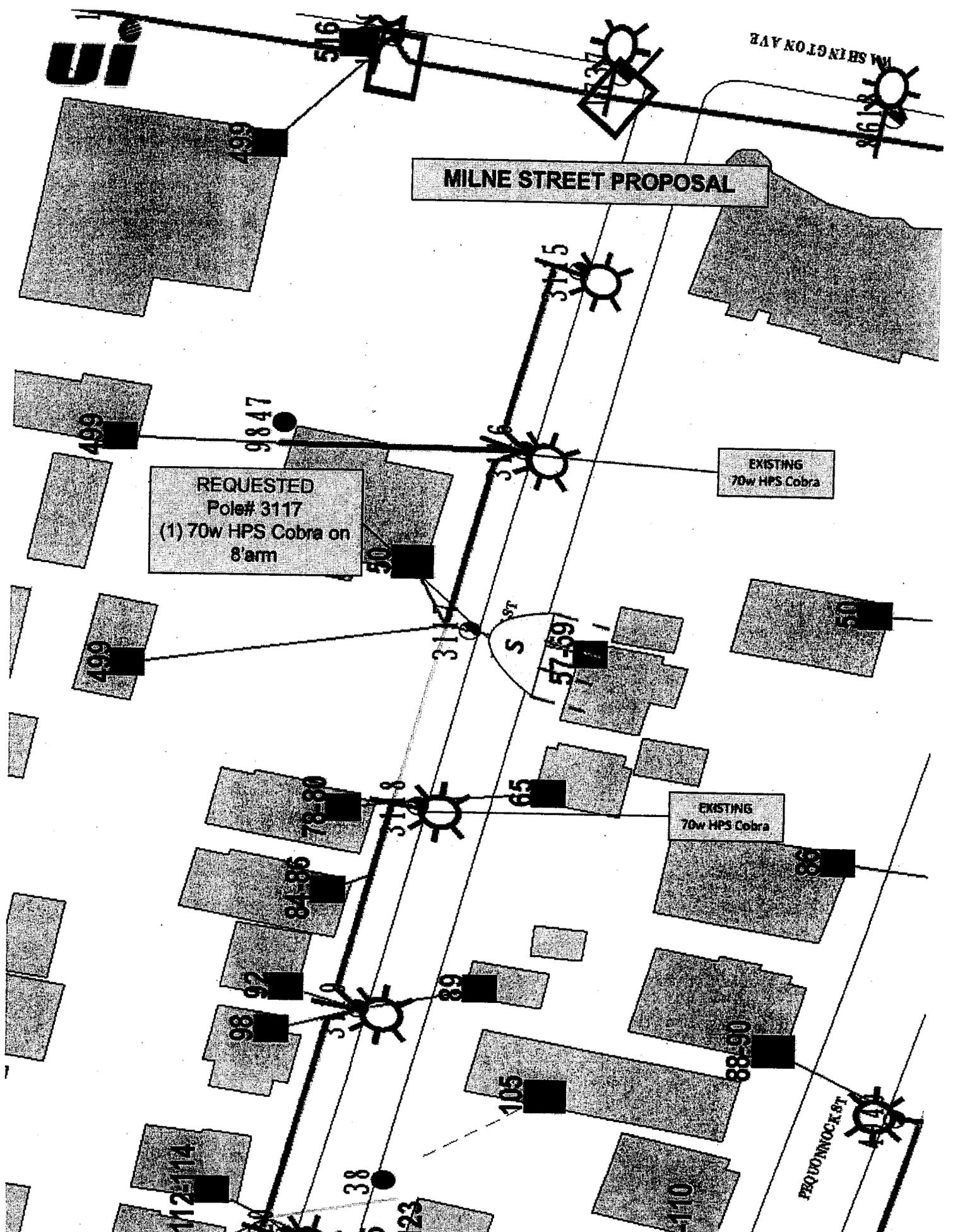
WASHINGTON AVE

MILNE STREET PROPOSAL

REQUESTED
Pole# 3117
(1) 70w HPS Cobra on
8' arm

EXISTING
70w HPS Cobra

EXISTING
70w HPS Cobra





BILL FINCH
Mayor

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

CHARLES M. CARROLL
Director Public Facilities

March 18, 2013

Regarding: Street light request in front of 57 Milne Street.

Dear Council Members,

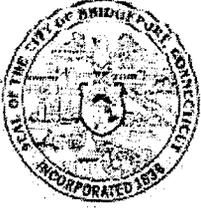
In accordance with City Ordinance 12.60 for Streetlight installations, I am reporting that funding is currently available in the FY 13 budget line for Electrical Utility Services for the proposed light.

Should you have any questions please feel welcomed to contact me directly at 203-576-7851.

Respectfully,

John F. Cottell Jr.
Utilities Manager
Public Facilities Department.

Cc: Charles Carroll



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

April 19, 2013

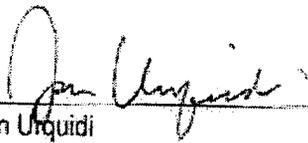
John Cottell
Utilities Director
Public Facilities
999 Broad Street
Bridgeport, Connecticut 06604

Re: Streetlight @ the Milne Street

This is in reference to the letter requesting an engineering evaluation as to whether or not to install a streetlight at the above location based on the ratio of accidents in the evening versus daytime hours.

The police records show there has been eight traffic incidents along Milne Street in the past three years. Four of the accidents occurred during early evening hours between 4 and 6pm. One accident occurred in the early morning at 7:30 AM. The other three accidents occurred in the nighttime hours after 10PM. Based on the majority of the accidents occurring at dusk or at night we would recommend approval of the requested street light.

Very truly yours,



Jon Urquidi
Engineering Supervisor

JPU/p
Enclosures

c: Sgt. Joseph Hernandez.

Cottell, John

From: Domizio, Ray
Sent: Thursday, February 28, 2013 2:23 PM
To: Cottell, John
Cc: Carroll, Charles
Subject: RE: Street Light request from Councilmembers Jack BAnta & Denise Tylor-Moye (131st)

Good afternoon John:

I inspected the area on Milne St. Upon my inspection I found no city trees that would obstruct the installation of a street light.

Thank you

Ray Domizio

-----Original Message-----

From: Cottell, John
Sent: Wednesday, February 27, 2013 3:35 PM
To: Urquidi, Jon; Domizio, Ray; 'Michael A. Miranda'
Cc: Gaudett, Joe; Carroll, Charles
Subject: FW: Street Light request from Councilmembers Jack BAnta & Denise Tylor-Moye (131st)

Please see the attached Street Light Request and a copy of the applicable City Ordinance. Please forward your letters to my attention so that I can compile them for the Mr. Carroll.

Thank you

John F. Cottell Jr.
Utilities Manager
999 Broad St.
Bridgeport, CT 06604
email: john.cottell@bridgeportct.gov
ph: 203-576-7851

***44-12 (Ref. #39-11) Consent Calendar**

**Informational Meeting to review Chapter 9.12 Offenses by
or Against Children, Article I Curfew for Minors Ordinance.**

**Report
of Joint
Committee
on**

**Ordinances and Public Safety &
Transportation**

Submitted: May 6, 2013

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

*44-12 (Ref. #39-11) CONSENT CALENDAR

Whereas, the Joint Committee on Ordinances and Public Safety and Transportation held an Informational Session meeting on April 19, 2013 to review the implementation and effectiveness of "Chapter 9.12 Offenses by or Against Children, Article 1 Curfew for Minors" Ordinance adopted on July 26, 2012; and

Whereas, the Ordinance remains in full effect and no amendments have been made; and Now, Therefore be it

RESOLVED, That the Joint Committee will meet in another six (6) months to review the implementation and effectiveness of the Ordinance.

Respectfully submitted,

THE JOINT COMMITTEE ON ORDINANCES AND PUBLIC SAFETY AND TRANSPORTATION

info session only

Richard M. Paoletto, Jr.
Co-Chair

Warren Blunt
Co-Chair

Lydia N. Martinez

Amy Marie Virze/Paniccia *Sto/B info session only*

Howard Austin, Sr.

Steven J. Statstrom, Jr.

Richard Bonney
Co-Chair

Michelle A. Lyons
Co-Chair

John W. Olson

Andre F. Baker Jr.

Angel M. dePara, Jr.

***35-12 Consent Calendar**

Land Acquisition Agreement for a portion of the General Electric property located on Boston Avenue for the purpose of constructing a new high school.

**Report
of
Committee
on
CEA & Environment**

Submitted: May 6, 2013

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



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:

***35-12 Consent Calendar**

RESOLUTION

WHEREAS, the City of Bridgeport ("City") and General Electric Company ("GE") have entered into discussions involving the potential transfer by GE to the City of a portion of GE's real property located at 1285 Boston Avenue, Bridgeport, Connecticut, the exact acreage and dimensions of which are yet to be determined, but which is expected to be on the order of 14 acres more or less, represented generally on the attached site map, and intended to be utilized by the City for the construction a new High School (the "School Parcel"); and

WHEREAS, the environmental and other conditions of the School Parcel are important to the City in determining whether to proceed with the potential transfer of the School Parcel, and the City has requested and received permission to review GE's environmental reports, information and other materials about the School Parcel ("GE Information"); and

WHEREAS, the City acknowledges that the School Parcel is part of the larger GE parcel, which operated as an "interim status treatment, storage and disposal facility" pursuant to the Resource Conservation and Recovery Act, 40 USC §6925 ("RCRA") and is, therefore, subject to the RCRA Corrective Action Program; and

WHEREAS, the City desires that all remedial activities and other measures at the School Parcel will be completed such that the School Parcel will no longer be subject to the Corrective Action part of an interim status treatment, storage and disposal facility at the time the City takes title; and

WHEREAS, GE has granted the City the right to conduct any environmental and/or geotechnical assessments of the School Parcel that the City may deem necessary or appropriate ("City Investigation"), including without limitation invasive soil and/or groundwater sampling of the School Parcel so that the City is able fully to understand the environmental and other conditions of the School Parcel; and



Report of Committee on ECD and Environment
***35-12 Consent Calendar**

-2-

WHEREAS, the City desires to enter into a land acquisition agreement with GE, which agreement shall set out the terms and preconditions for transfer of the School Parcel from GE to the City (“Land Acquisition Agreement”); and

WHEREAS, GE and the City agree that, if the preconditions in the Land Acquisition Agreement are met, including without limitation that the City is satisfied with the GE Information and the information obtained during any City Investigation, and that the City has determined that the use of the School Parcel for educational purposes is appropriate including, without limitation the possibility of a property donation, a lease agreement and other documents necessary in furtherance of the transfer, including the issuance of a “Certificate of Completion” by the Connecticut Department of Energy and Environmental Protection (“CTDEEP”) prior to property disposition. The “Certificate of Completion” shall provide that RCRA interim status has been terminated for the School Parcel and the Parcel is no longer subject to RCRA Corrective Action; Now, therefore be it

RESOLVED, that the City is authorized to review all GE Information about the School Parcel and to conduct such City Investigation as the City may deem appropriate at the School Parcel to the City’s sole satisfaction in the best interests of the health, safety and welfare of Bridgeport citizens to determine if the School Parcel is suitable and appropriate for the location of a new High School; and be it further

RESOLVED, that the City is authorized to enter into a Land Acquisition Agreement with GE, which Agreement shall set out the terms and preconditions for transfer of the School Parcel from GE to the City, and which shall require, among other things, that the following preconditions be satisfied prior to the property disposition to the City, including but not limited to:

- (a) The City has obtained all necessary approvals to fund and locate a new High School on the School Parcel;
- (b) The City prepares, and GE concurs with, a site plan for the new High School, taking into account among other matters the environmental health and safety conditions of the School Parcel (“Site Plan”);



Report of Committee on ECD and Environment
*35-12 Consent Calendar

-3-

- (c) GE prepares and GE and the City agree to implement their portions of a remedial action plan for the School Parcel, based on the Site Plan. This remedial action plan will involve: for GE, the excavation of certain soils on the School Parcel; and, for the City, the construction of the school building, and other improvements such as parking lots and playing fields in a manner consistent with the Connecticut Remediation Standard Regulations (“Remedial Action Plan”);
- (d) GE and the City apply for and obtain a Stewardship Permit from the CT DEEP, which permit will require implementation of the Remedial Action Plan and, upon completion of all remedial activities, will result in the issuance of a “Certificate of Completion” by the CT DEEP; and
- (e) The City agrees to allow the recording of, or if title passes prior to such recording, to sign as property owner, any environmental land use restrictions consistent with the Connecticut Remediation Standards Regulations and necessary to implement the remedial action plan.

RESOLVED, that the City is authorized to accept a donation of the School Parcel and enter into such other agreements to enable it to implement the Land Acquisition Agreement so that the City is able to plan and construct the school at the School Parcel;

RESOLVED, that the Mayor or his designee are authorized to execute all documents and do all things necessary in furtherance of and consistent with this resolution in the best interest of the City and its residents.

[attach site map]

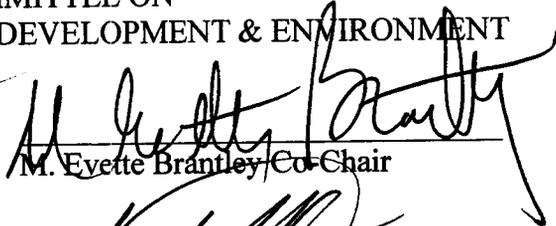


Report of Committee on ECD and Environment
*35-12 Consent Calendar

-4-

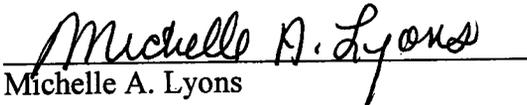
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

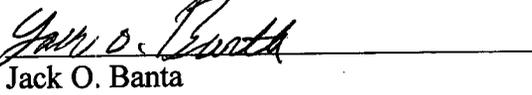

Lydia N. Martinez Co-Chair

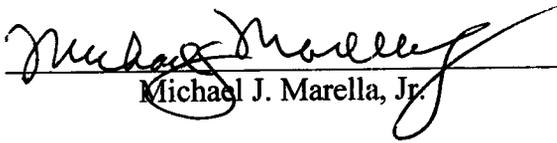

M. Evette Brantley Co-Chair


Warren Blunt


Steven J. Statstrom, Jr.


Michelle A. Lyons


Jack O. Banta


Michael J. Marella, Jr.

43-12

Five-Year Capital Plan (CP) for Fiscal Years 2014-2018
(as amended).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: May 6, 2013 (OFF THE FLOOR)

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

43-12

RESOLVED, That the City's 2014-2018 Capital Plan as amended by Budget and Appropriations Committee on (May 4, 2013) be, and the same hereby is, adopted in accordance with **Exhibit A** attached hereto.

Respectfully submitted,
**THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**

Angel M. dePara, Jr.
Co-Chair

Susan T. Brannelly
Co-Chair

Lydia N. Martinez

Amy Marie Vizzo-Paniccia

Carlos Silva

Howard Austin, Sr.

Denese Taylor-Moye

Council Date: May 6, 2013 (OFF THE FLOOR)

PROJECT DESCRIPTION <i>Board of Education</i>	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
	Capital Plan PROPOSED	Capital Plan 2014-2018				
BOE maintenance Projects/HVAC	1,100,000					1,100,000
BOE Asbestos Removal	500,000					500,000
Facilities Equipment	35,000					35,000
Maintenance Vehicles	231,500					231,500
District Wide Energy Conservation	225,000					225,000
BOE Security	1,100,000					1,100,000
BOE Fire Alarms Phase II	515,000					515,000
TOTAL BOE	3,706,500					3,706,500

PROJECT DESCRIPTION	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
	Capital Plan PROPOSED	Capital Plan 2014-2018				
Economic Development						
Downtown Capital Improvements	1,200,000					1,200,000
Traffic Improvements, Lighting, Intersections	1,200,000					1,200,000
City Wide Waterfront Development	750,000					750,000
Land management / Acquisition	5,550,000					5,550,000
Blight Removal / Demolition Clean Up	1,000,000					1,000,000
TOTAL OPED	9,700,000	1,000,000	1,000,000	1,000,000	1,000,000	13,700,000

PROJECT DESCRIPTION	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
	Capital Plan PROPOSED	Capital Plan 2014-2018				
Public Facilities						
Roadway Paving, Culverts, Intersections	5,000,000	2,500,000	2,500,000	2,500,000	2,500,000	15,000,000
Knowlton/Barnum Waterfront Development	3,262,179	2,519,000				5,781,179
City / Neighborhood Beautification	500,000	500,000	500,000	500,000	250,000	2,200,000
Public Facilities Equipment		350,000	350,000	250,000		1,200,000
Muni Bldg. HVAC / Heating / Elec / Facilities		500,000	500,000	500,000		1,500,000
City Wide Building & Security Improvements		250,000	250,000	250,000		750,000
Facilities Assessments / Planning Studies	250,000					250,000
Energy Renewable Source Projects	827,500					827,500
Energy Conservation / Conversion Program	250,000	200,000	200,000	200,000	200,000	1,050,000
Harbor Yard Ballpark Upgrades	200,000					200,000
Silkorsky IP based access control system	200,000					200,000
Silkorsky Multi-purpose tractor	50,000					50,000
Runway Sweeper and Vacuum Truck		210,000				210,000
FAA AARF index rapid response fire truck			400,000			400,000
Maintenance Garage Apron Paving				100,000		100,000
Kennedy Stadium Improvements	750,000					750,000
Parks Maintenance Equipment		50,000	50,000	275,000		375,000
Various Park Improvement Projects		3,000,000	5,835,236			8,835,236
Pleasure Beach Water and Park Accessibility	2,524,500	5,215,585				7,740,085
TOTAL PUBLIC FACILITIES	13,814,179	15,544,585	10,585,236	4,575,000	3,050,000	47,569,000

PROJECT DESCRIPTION	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
	Capital Plan PROPOSED	Capital Plan 2014-2018				
Other Departments						
Vital Statistics Record Project	272,520					272,520
Police Garage Truck	80,000					80,000
Police Fleet Replacement (K-9 Division)	315,000					315,000
Fire Apparatus Replacement Program/Vehicles	650,000	650,000	735,000	640,000	640,000	3,315,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Sewer Separation Program	125,000					125,000
IT Telephony & Computer Replacement Program	1,000,000	500,000	500,000	500,000	640,000	2,500,000
TOTAL OTHER	2,942,520	1,450,000	1,485,000	1,390,000	640,000	7,907,520
TOTAL ALL DEPARTMENTS	30,163,199	17,994,585	13,070,236	5,965,000	3,690,000	70,883,020

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: Heating/Air Conditioning/Ventilation
Submitted By: Board of Education, Office of Building Operations
Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities
Telephone: (203) 275-2730
Priority: The projects listed below are the department's essential repairs
Project Description: We currently need to replace the following equipment.
Project Justification: The equipment does not function and in most instances cannot be repaired

Project Location & Service Area:	1. JFK	Chilled water pumps (A/C)	\$400,000
	2. Madison	Replace three RTU's	300,000
	3. Maplewood	Replace Fresh Air Unit	100,000
	4. Bryant	Replace 3 RTU's	300,000

* Total Cost: \$1,100,000

Signature _____ **Date** _____

* Please attach detail to total cost estimate

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE Asbestos Abatement

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: The projects listed below are the department's essential repairs

Project Description: The Connecticut Department of Public Health mandates that Asbestos abatement occurs when no Students/Children are present in the school building during abatement. If school is in session, written approval is needed for abatement to occur. A Connecticut license and regulated Asbestos abatement contractor and Asbestos monitoring consultants are required to perform the work. All Asbestos containing material removal and disposal must be in compliance with all State of Connecticut rules and regulations.

Project Justification: Asbestos removal will reduce the chance of exposure to asbestos, which is known to cause cancer. The work will be done by licensed and regulated Asbestos abatement contractors and Asbestos monitoring consultants. An Asbestos Management Plan is mandated by the State of Connecticut for each school in the Bridgeport School System.

Project Location & Service Area: District Wide

***Total Cost:** \$500,000

Signature _____ **Date** _____

* Please attach detail to total cost estimate

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE Equipment

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: The requirement of the forklift listed below is essential to the continued successful operation of the department.

Project Description: The Building Operations Department is in need of a new forklift. All departments in the building use forklifts on a daily basis.

Project Justification: Currently the department's forklift is old and does not have the needed lift capacity, nor the needed lift height. The purchase of a forklift will benefit the entire district by increasing the efficiency and safety of the Building Operations Department.

Project Location & Service Area: BOE Operations Building Warehouse

***Total Cost:** \$35,000

Signature _____ **Date** _____

* Please attach detail to total cost estimate

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE Facilities Vehicles

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: The acquirement of the vehicles listed below is essential to the continued successful operation of the department.

Project Description: We are in need of six vehicles. These vehicles would be used by our tradesmen to travel to and from different worksites throughout the work day. On any given day, a tradesperson needs to travel to multiple locations.

Project Justification: The vehicles identified to be replaced are between 12-15 years of age and have an average of over 120,000 miles.

Project Location & Service Area: These vehicles would help reduce greenhouse gases, provide safe transportation and will be used district wide.

2 KUV Vans @ \$30,238.58 =	\$60,500
3 Vans @ \$21,000.00 =	63,000
1 Utility Vehicle @ \$28,000.00 =	28,000
1 Dump Truck @ \$80,000.00 =	80,000
TOTAL	\$231,500.00

***Total Cost:** \$231,500

Signature _____ **Date** _____

* Please attach detail to total cost estimate

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE District Wide Energy Conservation

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: To increase the energy efficiency of our schools.

Project Description: To continue lighting upgrades, at schools such as Batavia, Blackham and Hooker. To examine parking lot lighting upgrades at schools such as Main, Tisdale, Dunbar and Road. To institute a thermal pipe re-insulation program.

Project Justification: To decrease our future energy usage and costs.

Project Location & Service Area: District Wide

***Total Cost:** \$250,000.00

Signature _____ **Date** _____

* Please attach detail to total cost estimate

Exhibit 1
5-4-13

FY 13 – 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE Security

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: To Increase/Provide Interior/Exterior Security in School Buildings.

Project Description: Provide interior lock down mechanisms for classrooms/offices and to repair/add additional hardware to exterior doors as needed. Also, to enhance and repair intrusion and surveillance security systems inside and outside of the buildings.

Project Justification: To create a uniform standard of security at all school buildings in the districts.

Project Location & Service Area: District Wide

***Total Cost:** \$1.1 Million Dollars

Signature _____ **Date** _____

* Please attach detail to total cost estimate

FY 13 - 14 CAPITAL BUDGET REQUEST FORM

Project Title: BOE Fire Alarm Replacements

Submitted By: Board of Education, Office of Building Operations

Contact Person: Jorge J. Garcia, Deputy Director of Public Facilities

Telephone: (203) 275-2730

Priority: The projects listed below are the department's essential repairs

Project Description: We currently need to replace the existing fire alarm system with new equipment in the schools listed below.

Project Justification: These systems are outdated and do not function at today's Safety Standards and replacement parts are not available.

Project Location & Service Area:

1. Beardsley	\$90,000	4. Blackham	\$110,000
2. Bryant	80,000	5. Hallen	50,000
3. JFK	125,000	6. Madison	60,000

***Total Cost:** \$515,000

Signature _____ **Date** _____

* Please attach detail to total cost estimate

**Office of Planning and Economic Development
2013 Capital Needs**

Land Management / Acquisition

Steel Point: Bloom Relocation Upland Work	\$ 1,200,000.00	number will be finalized when bids come in March, 2013
Steel Point: Utility Relocation	\$ 2,500,000.00	number will be finalized following PURA ruling
Steel Point: Professional Fees	\$ 450,000.00	legal, engineering, and TGER construction management
BEDCO and Industrial Development	\$ 500,000.00	Seaview Industrial Park, West End MDP
Stratford Avenue Land Assembly	\$ 900,000.00	Civic Block and nearby sites for retail
Waterfront Acquisition	\$ 750,000.00	Yellow Mill and Pequonnock Greenway Development

Demolition / Remediation

Magnatek \$ 1,000,000.00 will likely need to provide a significant match to state expenditure here

City / Neighborhood Beautification

Traffic Calming, Pedestrianization, and Green Infra \$ 1,200,000.00 intersection redesign, traffic calming, streetscape, rain gardens, etc
Downtown Placemaking \$ 1,200,000.00 water feature, lighting, underpass sculpture, etc

Total \$ 9,700,000.00

**CAPITAL BUDGET
PUBLIC FACILITIES
Project Support Document**

Project Name	Proposed	Comments
Harbor Yard Ballpark	200,000	repair leaks, replace expansion joints
Knowlton Waterfront Project	3,262,179	Phase II projected 3,262,179.
Roadway Paving, Culverts, Intersections	5,000,000	All authorization utilized
Energy Conservation/Conversion	250,000	Annual commitment to program
Energy Renewable Source Projects:	\$27,500	
Energy Improvement District Management	60,000	FY 14 Management services to the EID project
Anaerobic Digester project	10,000	Construction plan review
Anaerobic Digester project	20,000	Feasibility and technical review
Solar PV	10,000	Solar PV system at Landfill
Anaerobic Digester project	5,000	Environmental Survey
Energy Improvement District Energy Audits	40,000	Energy Audits and other energy efficiency program management
Solar PV	50,000	Solar Panel Project Management
PSE&G solar panel project	400,000	Funding for installation of 3,000 donated PSE&G panels.
Events and Outreach for Solar Projects	7,500	
Storm Water Authority Feasibility Study	70,000	
Storm Water Authority Implementation Plan	150,000	
Community Rating System Outreach (Flood Control)	5,000	
Pressure Beach water/Park Access		
Silversky Airport Equipment	2,524,500	Phase II of project
Kennedy Stadium Improvements	250,000	Control System and Tractor
City Facilities Assessment	750,000	Replace asphalt field
City Beautification	250,000	Assessment and planning of Public Building Projects
	500,000	Annual commitment to program
	13,814,179	TOTAL

PROPOSED CAPITAL BUDGET REQUEST - FIVE YEAR PROGRAM FY 2014 - VITAL RECORDS

Proposal to contract services for the following project to be completed over a 5-year period:

Re-indexing of birth records from 1958 working backwards to 1906 and migrating into existing database over a 5 year period.

Plan of Work for Re-Indexing Services:

- Vendor will pick up and transport birth record books from the City to vendor's headquarters in NY
- Index in each book will be scanned.
- Vendor will return books to City no later than five business day.
- Vendor's trained indexing clerks will key the names, date of birth from the index images starting with the year 1958 working back in time.
- Key verify method is used to ensure the highest possible accuracy where all names and DOB's are keyed a second time by a second indexing clerk.
- Once all data is keyed and verified, vendor will deliver a database to the City to be uploaded to the existing Vitals program.

<u>FY Budget</u>	<u>INDEXING YEARS</u>	<u>COST</u>
2014	1958 - 1946 = 13 years @ \$3,240 per year =	\$42,120
2015	1945 - 1946 = 10 years @ \$5,760 per year =	\$57,600
2016	1936 - 1926 = 10 years @ \$5,760 per year =	\$57,600
2017	1925 - 1916 = 10 years @ \$5,760 per year =	\$57,600
2018	1915 - 1906 = 10 years @ \$5,760 per year =	\$57,600
Grand Total Cost of Project:		<u>\$272,520</u>

Respectfully submitted: Patricia P. Ulatowski, Assistant Registrar February 8, 2013

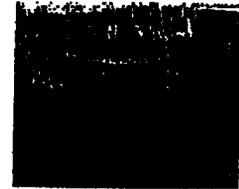
**2014 CAPITAL IMPROVEMENT PROJECT
SPECIAL REQUEST FORM**

- **Project Title:** POLICE GARAGE TRUCK Replacement Program

- **Submitted By:** Police Department

- **Contact Person:** Chief Joseph L. Gaudett Jr.

- **Project Description:** Purchase Two (2) TRUCKS equipped with plows to support maintenance services at all police facilities. One truck should be a standard pickup and one short frame wrecker..



- **Project Justification:** Currently the garage has one truck (city-owned), and garage personnel regularly use their personal trucks to plow snow at all police facility buildings: Congress Street Headquarters, Congress parking Lots (Scap and lower lots) West Precinct, Community Services, River Street. Primary purpose to snow plow and move police vehicles as required.

- **PROJECTED COST \$80,000**

- **Project Location and Service Area:** 300 Congress Street Police Headquarters

Signature: _____
Chief Joseph L. Gaudett Jr.

Date: _____

**2014 CAPITAL IMPROVEMENT PROJECT
SPECIAL REQUEST FORM**

- **Project Title:** K-9 Radio Car Replacement Program

- **Submitted By:** Police Department

- **Contact Person:** Chief Joseph L. Gaudett Jr.

- **Project Description:** Purchase (7) Dodge Charger Pursuit Vehicles OR SUV Platforms out-fitted with K-9 deployment cages.



- **Project Justification:** The Bridgeport Police Department has successfully completed phases one and two that provided Dodge Charger Pursuit vehicles for the Patrol Division, the Detective Bureau, Patrol Supervisors and the Traffic Division. Special Detail and Support Units such as K-9 remain to be replaced due to the specific nature of the assignment. Ultimately this will facilitate the original project intention to ensure standardization, uniformity and police "Omni-presence", by stripping the fleet of all Ford Crown Victoria's. Several Crown Victoria's in use by K-9 Officers.

- **PROJECT ESTIMATED COST \$315,000**

- **Project Location and Service Area:** 300 Congress Street Police Headquarters

Signature: _____
Chief Joseph L. Gaudett Jr.

Date: _____

64-12

Referrals:

COMMUNICATION

FROM: Mark T. Anastasi
City Attorney

RE: Request of the Finance Department for Adoption of a Certain Standard
Form Resolution Concerning State Reimbursement for Tax Abatements
Pursuant to C.G.S. 8-216.

CHANGED TO IMMEDIATE CONSIDERATION ON 5/6/2013 (FROM THE FLOOR).
~~REFERRED TO: Contracts Committee~~

~~CITY COUNCIL: April 15, 2013~~ May 6, 2013

ADOPTED: _____

ATTEST: *Hector S. Stoddard*

APPROVED: _____

Mayor

IMMEDIATE CONSIDERATION

MEETING DATE: May 6, 2013

NO. 64-12

COMMITTEE: Contracts Committee changed to REFERRED TO COMM.: IMMEDIATE CONSIDERATION

SUBJECT: Grant Submission: Master Agreement with the State of Connecticut.

MOTION BY: S. Brannelly

2ND BY: M. Marella

APPROVED DENIED TABLED REF. TO COMM.

REMARKS: ITEM WAS REF'D TO CONTRACTS COMMITTEE ON 4/15/2013
ITEM WAS CHANGED TO IMMEDIATE CONSIDERATION ON
5/6/2013 from the floor.

	YES	NO
Susan T. Brannelly		
Steven J. Stafstrom, Jr.		
Jack O. Banta		
Denese Taylor-Moye		
John W. Olson		ABSTAINED
M. Evette Brantley		ABSTAINED
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney		
Warren Blunt		
Angel M. dePara, Jr.		ABSENT
Carlos Silva		
Manual Ayala		ABSTAINED
Lydia N. Martinez		
Michael Marella, Jr.		
Richard M. Paoletto, Jr.		ABSTAINED
Andre F. Baker, Jr.		ABSENT
James Holloway		ABSENT

RECEIVED
 MAY 7 11:33 AM '13

**MASTER ASSISTANCE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND**

CITY OF BRIDGEPORT

This Master Assistance Agreement (the "**Agreement**"), entered into as of the 1st day of July, 2010 is made and entered into by and between the State of Connecticut (hereinafter, the "**State**") acting herein by its Commissioner of Economic and Community Development, (hereinafter, the "**Commissioner**") pursuant to Sections 4-8 and 8-216 of the Connecticut General Statutes ("**CGS**"), and the City/Town of Bridgeport, a municipal corporation of the State of Connecticut (the "**Municipality**"), acting herein, by its Mayor, duly authorized.

WITNESSETH THAT,

WHEREAS, CGS §8-215 provides that a municipality may, by ordinance, provide for the full or partial abatement of real property taxes on housing solely for low or moderate-income persons or families and that any such abatement shall be made pursuant to a contract between the municipality and the owner of such housing;

WHEREAS, pursuant to CGS §8-215, the Municipality has provided a tax abatement to the owner of property classified by the Municipality per CGS § 8-215 and such abatement was made pursuant to a written agreement between the Municipality and the Owner of the housing (the "**Owner**") and a copy of the written agreement is incorporated herein by reference and is on file with the State;

WHEREAS, CGS § 8-216 provides the terms pursuant to which the Commissioner may enter into a contract to provide financial assistance in the form of a grant-in-aid to a municipality for property classified by a municipality pursuant to CGS § 8-215;

WHEREAS, the Municipality, pursuant to CGS § 8-216, has requested a grant-in-aid from the State in the form and manner prescribed by the Commissioner, which application documents are incorporated herein by reference and are on file with the State; and

WHEREAS, the Commissioner has approved said application and has agreed to provide such grant-in-aid to the Municipality.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the State and the Municipality hereby agree as follows:

**ARTICLE I
THE GRANT**

1.1 This Agreement is a master contract and shall continue until terminated by the State in writing. The Municipality shall submit Exhibits A, B & C to the State annually upon request.

1.2 Subject to available appropriations, upon receipt of an application and certification on forms approved by the Commissioner, the State agrees to make periodic payments to the Municipality in the form of a grant-in-aid to for each fiscal year of the State in an amount not to exceed the amount of real property taxes abated by the Municipality on the housing development identified in the header on page 1 of this Agreement (the "**subject property**").

1.3 Current application and certification forms are attached hereto as **Exhibits A, B & C** and may be amended and/or revised from time to time by the State.

1.4 Funds made available to the Municipality by the State pursuant to this Agreement are general funds of the State and subject to appropriation. Grant awards are determined based on total available appropriations. It is expressly agreed and acknowledged by the Municipality that the State shall not be obligated to make payment for tax abatements contemplated by CGS § 8-215 unless funds have been appropriated by the General Assembly for that purpose.

1.5 The aggregate amount of payment by the State to the Municipality shall not exceed the amount of the municipal tax abatement. The Municipality agrees that for the purpose of this Agreement, it will not abate real property taxes in an amount greater than the ad valorem taxes of the subject property.

1.6 Annual certification of assessment values and ad valorem taxes shall be made by the Municipality and provided to the State upon request.

1.7 No increase in the assessed valuation of the subject property shall be binding upon the State unless written notice of such increase is provided to the Commissioner in accordance with CGS § Section 8-216(c).

1.8 The Municipality will provide, or cause the provision of, competent and adequate inspection of the subject property to ensure compliance with the requirements of this Agreement and all applicable laws and regulations, including, but not limited to, applicable housing codes. The Municipality shall provide annual written confirmation to the State on a form provided by the Commissioner, a sample of which is attached as **Exhibit B** hereto, that it has performed the required physical inspections of the housing units in order to ensure decent, safe and sanitary conditions.

1.9 The Commissioner shall have the right to inspect, to the extent deemed necessary by the Commissioner, all records maintained by the Municipality regarding inspections required by this Agreement, in addition to any other such right granted to her by contract or law.

1.10 The Municipality will, as such times as the Commissioner may request, furnish the State with periodic reports, statements and documentary data pertaining to the purposes of this Agreement.

1.11 The grant-in-aid provided by this Agreement shall continue so long as:

- (a) The subject property is used for housing solely for low or moderate-income persons or families, as such term is defined in CGS § 8-39; and
- (b) Monies equal to the amount of such tax abatement are used for the following purpose(s): to reduce rents at the subject property below the levels which would be achieved in the absence of any such abatements and/or to improve the quality and design of such housing and/or effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.

1.12 It is understood and agreed by the parties that the Municipality shall request and the State shall not provide reimbursement for taxes abated on the subject property for any period of time during which the subject property do not comply with or conform to applicable housing code and/or that period of time during which the Certificate of Occupancy for the subject property shall have been revoked or suspended.

ARTICLE II NONDISCRIMINATION & COMPLIANCE WITH THE LAW

2.1 As applicable, the Municipality shall comply with the provisions of CGS § 4a-60 and 4a-60a.

2.2 The Municipality hereby certifies and warrants that it has complied, and shall continue to comply with all

pertinent provisions of local, State and federal law in administering the activities contemplated by this Agreement. Any noncompliance with said laws may, in the discretion of the Commissioner, be deemed a breach of this Agreement.

2.3 Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Municipality agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

2.4 Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

2.5 Executive Order No. 16. This Agreement is subject to, and Municipality hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

ARTICLE III WITHHOLDING PAYMENTS

3.1 Notwithstanding any other provisions of this Agreement, the Commissioner may, in her discretion, elect to terminate this Agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended State funds be returned to the State, or pay any proper charge contemplated by this Agreement, if she finds that: (a) the Municipality or the Owner has made to the Commissioner any misrepresentation in its request or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or with respect to any document furnished pursuant hereto; or (b) the Municipality or the Owner has failed to comply with any provision of this Agreement; or (c) the Municipality or the Owner has abandoned, converted or terminated the subject property; or (d) in the event the State has advanced funds to the Municipality or overpaid the Municipality, the Municipality shall at the end of the fiscal year, or earlier if the Agreement is terminated, return to the State in full, any unexpended funds within 30 days; or such unexpended funds may, at the sole discretion of the Commissioner, be carried over and used as part of a new fiscal year if a new application is approved by the Commissioner.

3.2 In no event shall the making by the State of any payment on account of any grant-in-aid provided by this Agreement, constitute or be construed as a waiver by the State of any breach of covenant, condition or any other default which may then exist on the part of the Municipality or the Owner, and the making of such payment by the State, which any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the State with respect to such breach or default.

**ARTICLE IV
RIGHTS OR REMEDIES IN THE EVENT OF DEFAULT**

4.1 If the Municipality or the Owner shall default in any of its obligations under this Agreement, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been cured or remedied, as may be appropriate, within thirty (30) days after written notice thereof shall have been given by the Commissioner, or such longer period of time as the Commissioner may allow, in writing, then the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those otherwise provided for in this Agreement:

- (a) the right to a writ of mandamus or injunction or similar relief against the Municipality, or any or all of the members of its governing body, or against the officers, agents, or representatives of the Municipality as may be appropriate, because of such default or breach;
- (b) the right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the assets of the Municipality as pertains to the subject of this Agreement;
- (c) the right to maintain any and all actions at law or suits in equity or other proper proceedings cure or remedy and defaults or breaches of covenants under this Agreement; and
- (d) the right to withhold reimbursement for taxes abated for any period past the time limit for cure or remedy of such default or breach until any such deficiency has been corrected to the satisfaction of the Commissioner.

4.2 If the State shall not exercise any of the remedies set forth in the preceding section for the curing or remedying of any default or breach of covenant, or any other right or remedy, in no event shall non-exercise be construed as a waiver of any subsequent default or breach of covenant by the Municipality.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

5.1 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

5.2 No Waiver. Neither failure nor delay on the part of State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by Municipality therefrom shall be effective unless the same shall be in writing, signed on behalf of State by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on Municipality in any case shall entitle Municipality to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of State's right to take other or further action in any circumstances without notice or demand.

5.3 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

5.5 Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives. Notwithstanding the foregoing, the Municipality hereby agrees that it shall not assign its interest in this Agreement without the prior written consent of the Commissioner and any purported assignment in violation of the foregoing shall be null and void.

- 5.6 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.
- 5.7 **Gender and Headings.** The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term.
- 5.8 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between State and Municipality and supersedes all prior verbal and written agreements by, between, and among the parties.
- 5.9 **Effective date.** This Agreement is made as of the date first written above and shall be effective upon approval by the Attorney General of the State of Connecticut following its execution by the parties hereto.
- 5.10 **Warranties/Representation.** It is understood that the Commissioner has relied upon each of the warranties and representations of the Municipality contained herein and would not have entered into this Agreement but for said warranties and representations.
- 5.11 **Parole Evidence.** This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Agreement.
- 5.12 **Sovereign Immunity.** Municipality recognizes that the State is sovereign and agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.
- 5.13 **Jurisdiction.** The Municipality agrees that the execution of the Agreement and related documentation, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Municipality shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Municipality hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any supporting documentation or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.
- 5.14 **Indemnification.** The Municipality shall indemnify and hold the Commissioner and the State harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of, purportedly arising out of, or relating to this Agreement and all documents executed in conjunction herewith.
- 5.15 **No Third-Party Beneficiary.** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with Municipality, including Owner, shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Municipality as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.
- 5.16 **Commercial Transaction and Waiver.** THE MUNICIPALITY AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE STATE MAY DESIRE TO USE, AND THE COMMISSIONER MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUNICIPALITY TO ENFORCE THE PROVISIONS OF THIS

AGREEMENT AND ANY RELATED DOCUMENTS, WITHOUT GIVING THE MUNICIPALITY ANY NOTICE OR OPPORTUNITY FOR A HEARING.

5.17 Jury Trial Waiver. THE MUNICIPALITY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE MUNICIPALITY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY/TOWN OF BRIDGEPORT

By: _____
Print name:
Title:

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC &
COMMUNITY DEVELOPMENT**

By: _____
Catherine H. Smith
Its Commissioner

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Print name:
Title:
Duly Authorized

DATE: _____

LIST OF EXHIBITS

- A. Request for Tax Abatement Reimbursement**
- B. Municipality – Tax Abatement Certification**
- C. Owner – Tax Abatement Certification**

EXHIBIT A

Request for Tax Abatement Reimbursement

Section I: General

Municipality: _____
Project Name: _____
Project Address: _____
Legal Name of Owner: _____
HUD Project Number: _____ Number of Dwelling Units: _____ (Family) _____ (Elderly) _____
Date Certificate of Occupancy Issued: _____

DECD-Use Only
Program No.: _____
Date Received: _____

Section II: Tax Assessor's Data (If more than 1 property, use attachment). If assessment has changed since last submission, attach explanation.

Assessment Date (Grand List): _____ Date of Latest Revaluation: _____
Assessment 100% _____ % (Assessment Ratio)

Building: \$ _____ Building: \$ _____
Land: \$ _____ Land: \$ _____
Other: \$ _____ Other: \$ _____
Total: \$ _____ Total: \$ _____

The tax rate applicable to the above assessment date is: _____
The total taxes are: \$ _____ Taxes per unit: _____
Date: _____ Assessor: _____
Print Name Signature

Section III: Tax Collector's Data

Assessment Date: _____ Municipal Fiscal Year: _____
The total taxes on the above property on the grand list of _____ are: \$ _____
The total taxes paid or to be paid on behalf of the above owner are: \$ _____
The total taxes abated are: \$ _____
No payments have been received for these abated taxes.
Date: _____ Tax Collector: _____
Print Name Signature

Section IV: Request
State Grant Requested: \$ _____
Municipal Fiscal Year (From) _____ (To) _____
I request approval of tax abatement reimbursement in the amount for the time period shown. Date: _____
Signature, Title: _____
Print Name & Title: _____
Check-Mailing Address: _____

FOR DECD USE ONLY
Section V: Approval. The request for a tax abatement grant in the amount and for the time period shown below has been reviewed and recommended for payment.

Date: _____
DECD Project Manager

Date: _____
Supervisor

Date: _____
Executive Director
State grant-in-aid approved
Municipal Fiscal Year (from) _____ to _____

Date: _____
Commissioner

EXHIBIT B

MUNICIPALITY – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State Grant in the amount of \$ _____ for use in low and moderate income housing developments.

Assistance Agreement – Standards of Housing

The Assistance Agreement provides specific provisions concerning the Municipality's obligations to inspect low and moderate-income housing which is the subject of a tax abatement agreement. In accordance with the terms of the Assistance Agreement concerning inspection, specifically, but not limited to Article I, the Municipality certifies that the subject property is in compliance with the provisions of CGS § 8-215.

Your signature below attests to these facts. The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all the premises including but not limited to: dwelling units, basements, buildings and grounds comprising the subject property.

The State reserves its rights of inspection under the terms of the Assistance Agreement.

The purposes of such inspections shall be to determine the fulfillment of the purposes of this Agreement and compliance with the municipal housing code.

DATE OF LAST INSPECTION: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT C

OWNER – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State grant-in-aid in the amount of \$ _____ for use in low and moderate-income housing developments in accordance with CGS § 8-215 et seq.

GRANT-IN-AID

The subject property shall be used for housing solely for low or moderate-income persons or families.

Monies equal to the amount of such tax abatement shall be used for the following purpose: To reduce rents below the levels which would be achieved in the absence of such abatement and/or to improve the quality and design of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____

Request for Tax Abatement Reimbursement

Section I: General

Municipality: Bridgport #0601--04B
Project Name: Seaview Gardens
Project Address: 890 Seaview Avenue
Legal Name of Owner: Seaview Gardens Inc.
HUD Project Number: 019-55-083 Number of Dwelling Units: 16 (Family) (Elderly)
Date Certificate of Occupancy Issued: _____

DEC-use only

Program No.: _____

Date Received: _____

Section II: Tax Assessor's Date (If more than one property, use attachment). If assessment has changed since last submission, attach explanation.

Assessment Date (Grand List): 10/1/11 Date of Latest Revaluation: 10/1/08
Assessment 100% 70 % (Assessment Ratio)

Building: \$ 872,310
Land: \$ 234,350
Other: \$ 17,360
Total: \$ 1,124,020

Building: \$ 610,610
Land: \$ 164,050
Other: \$ 12,150
Total: \$ 786,810

The tax rate applicable to the above assessment date is: 41.11

The total taxes are: \$ 32,345.76 Taxes per unit: \$2,021.61

Date: 1/25/13 ACTING Assessor: ELAINE T. CARVALHO, CCMA
Print Name #1542

Signature [Signature]

Section III: Tax Collector's Data

Assessment Date: 10/1/11 Municipal Fiscal Year: 7/1/12 - 6/30/13
The total taxes on the above property on the grand list of 2011 are: \$ 32,345.76
The total taxes paid or to be paid on behalf of the above owner are: \$ -
The total taxes abated are: \$ 32,345.76

No payments have been received for these abated taxes.

Date: 1/29/13 Tax Collector: Veronica Jones
Print Name _____

Signature [Signature]

Section IV: Request

State Grant Requested: \$ 32,345.76
Municipal Fiscal Year (From) 7/1/12 (To) 6/30/13

I request approval of tax abatement reimbursement in the amount and for the time period shown. Date: 1/29/13

Signature, Title: [Signature]
Print Name & Title: Bill Farch, Mayor

Check-Mailing Address: Tax Collector
325 Congress St.
Bpt. Ct. 06604

Section V: Approval The request for a tax abatement grant in the amount and for the time period shown below has been reviewed and recommended for payment.

Project Manager _____ Date: _____

Supervisor _____ Date: _____

Executive Director _____ Date: _____

State Grant Approved
Municipal Fiscal Year (From) (To) _____

Commissioner _____ Date: _____

**TAX ABATEMENT CERTIFICATION
(MUNICIPALITY)**

MUNICIPALITY Bridgeport

PROJECT NAME Seaview Gardens

ADDRESS 890 Seaview Avenue

Bridgeport, CT

HUD PROJECT # 017-55-083

LEGAL NAME OF CURRENT OWNER Seaview Gardens, Inc.

Approved State Grant in the amount of \$
for use in low and moderate income housing developments.

ASSISTANCE AGREEMENT CONTRACT - STANDARDS OF HOUSING

In accordance with the Assistance Agreement Item 10, "the Municipality will provide, or the provision of, competent and adequate inspection of the subject property to insure compliance with the housing code of Municipality." In addition, the Municipality certifies that the project is in compliance with provision Sec. 8-215 of the Connecticut General Statutes.

Your signature below attests to these facts. The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all the premises including but not limited to: dwelling units, basements, buildings and grounds comprising the subject property.

The State reserves its rights of inspection under Item 12 of the Assistance Agreement.

The purposes of such inspections shall be to determine the fulfillment of the purposes of this contract and compliance with the municipal housing code.

DATE OF LAST INSPECTION: 1/31/13

PRINT NAME AND TITLE Richard Paoletto Jr., Acting Deputy Director

SIGNATURE Richard Paoletto Jr.

DATE 1/31/13

**TAX ABATEMENT CERTIFICATION
(OWNER)**

MUNICIPALITY Bridgeport

PROJECT NAME Seaview Gardens

ADDRESS 890 Seaview Avenue

Bridgeport, CT

HUD PROJECT # 017-55-083

LEGAL NAME OF CURRENT OWNER Seaview Gardens, Inc.

Approved State Grant in the amount of \$
for use in low and moderate income housing development in accordance with Sec. 8-215
of Connecticut General Statutes.

GRANT-IN-AID

The subject property shall be used for housing solely for low or moderate income persons
or families.

Monies equal to the amount of such tax abatement shall be used for the following
purpose:

To reduce rents below the levels which would be achieved in
the absence of such abatement and/or to improve the quality and
design of such housing by persons and families of varying
income levels within limits determined by the Commissioner
and/or to provide necessary related facilities or services in such
housing.

PRINT NAME AND TITLE Walter Tom McCallister Prop Mgr.

SIGNATURE [Signature]

DATE 9-30-13

CITY OF BRIDGEPORT
OFFICE OF HOUSING & COMMERCIAL CODE ENFORCEMENT
DEPARTMENT OF HEALTH & SOCIAL SERVICES

HOUSING & COMMERCIAL
CODE ENFORCEMENT

999 BROAD STREET
BRIDGEPORT, CT 06604

TELEPHONE (203) 576-7072
FAX (203) 576-7793



Richard M. Paoletto Jr.
Acting Deputy Director

DATE: 1/31/2013

TO:
TECHNI CO-OP
ATTN Barbara Dancy
49 Cannon Street Suite 300
Bridgeport CT 06604

RE: 890 Seaview Avenue

Please be advised that the annual Tax Abatement inspection of the above numbered premises was made by this department on 1/31/2013.

No Housing Code violations were cited at time of inspection. A copy of the results, along with all proper documentation will be forwarded to the City of Bridgeport Tax Collector office.

If you have any questions concerning this notice, feel free to call my office at 203-576-7075.

Sincerely,

Richard M Paoletto
Acting Deputy Director
Housing & Commercial Code Enforcement

INSPECTOR: Michael Freddino

cc: City of Bridgeport Tax Collector

INSPECTION RESULTS (PAGE 2)

ADDRESS: 890 Seaview Avenue

INSPECTION DATE: 1/31/2013

INSPECTED BY: Michael Freddino, Housing Code Inspector

GENERAL:

No violations cited at time of inspection

#3:

No violations cited at time of inspection

#6:

No violations cited at time of inspection

tr

CITY OF BRIDGEPORT
OFFICE OF HOUSING & COMMERCIAL CODE ENFORCEMENT
DEPARTMENT OF HEALTH & SOCIAL SERVICES

HOUSING & COMMERCIAL
CODE ENFORCEMENT

999 BROAD STREET
BRIDGEPORT, CT 06604

TELEPHONE (203) 576-7072
FAX (203) 576-7793



Richard M. Paoletto Jr.
Acting Deputy Director

DATE: 1/31/2013

TO:

**Seaview Gardens Inc
ATTN Curtis Williams - President
890 Seaview Avenue - APT 1
Bridgeport CT 06607**

RE: 890 Seaview Avenue

Please be advised that the annual Tax Abatement inspection of the above numbered premises was made by this department on 1/31/2013.

No Housing Code violations were cited at time of inspection. A copy of the results, along with all proper documentation will be forwarded to the City of Bridgeport Tax Collector office.

If you have any questions concerning this notice, feel free to call my office at 203-576-7075.

Sincerely,

Richard M Paoletto
Acting Deputy Director
Housing & Commercial Code Enforcement

INSPECTOR: Michael Freddino

cc: City of Bridgeport Tax Collector

INSPECTION RESULTS (PAGE 2)

ADDRESS: 890 Seaview Avenue

INSPECTION DATE: 1/31/2013

INSPECTED BY: Michael Freddino, Housing Code Inspector

GENERAL:

No violations cited at time of inspection

#3:

No violations cited at time of inspection

#6:

No violations cited at time of inspection

tr

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

ASSISTANT CITY ATTORNEYS

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

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

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



April 12, 2013

Comm. #64-12 Referred to Contracts Committee on
04/15/2013

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

**Re: Request of the Finance Department for Adoption of a Certain Standard Form Resolution
Concerning State Reimbursement for Tax Abatements pursuant to C.G.S. § 8-216 (copy attached)**

Dear Honorable Councilpersons:

Kindly refer the above referenced matter to the Contracts and Appointments Committee at the April 15, 2013 City Council meeting.

Attached for your reference is a copy of the Proposed Resolution.

The Office of the City Attorney has reviewed this Proposed Resolution and finds it to be of proper and sufficient form for adoption. Kindly note in particular the municipal obligations assumed per paragraphs 1.4, 1.7, 1.8, and 3.1 of the Resolution.

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
City Attorney

RECEIVED
CITY ATTORNEY
APR 12 P 2:43

Cc: Bill Finch, Mayor
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Adam Wood, Chief of Staff
Andrew Nun, CAO
Anne Kelly-Lenz, Dir. of Finance
Russell D. Liskov, Assoc. City atty.

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

CERTIFICATION¹

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)
resolution duly adopted by City/ Town of _____ at a meeting of its
_____ duly convened on _____ and which has not
(Governing Body) (Meeting Date)
been rescinded or modified in any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

RESOLUTION²

WHEREAS, pursuant to Conn. Gen. Stat. Section 8-216, State reimbursement for tax abatements, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to a municipality for housing solely for low or moderate-income families; and

WHEREAS, it is desirable and in the public interest that the City/Town of _____ make an application to the State for reimbursement of real property taxes abated pursuant to CGS § 8-215, Tax abatement for housing for low or moderate-income persons and to execute a Master Assistance Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE

(Municipal Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by the Connecticut General Statutes, particularly CGS §§ 8-215 & 8-216; and
2. That the filing of annual applications for State financial assistance as reimbursement for tax abatements by The City/Town of _____ is hereby approved and that

(Title and Name of Authorized Signatory for the Master Assistance Agreement)

is directed to execute and file such applications with the State of Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute a Master Assistance Agreement for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City/Town of _____.

¹ The Official who is named in and signs the Certification (typically the Town Clerk or Secretary) cannot be the same individual who is named in the Resolution as the Authorized Signatory for the Master Assistance Agreement (typically the Mayor or First Selectman).

² Attach a copy of the applicable page(s) of the municipal charter or other municipal governance document(s) which show that the Authorized Signatory named in the Resolution is authorized to enter into contracts/sign documents on behalf of the City/Town.

**MASTER ASSISTANCE AGREEMENT
BY AND BETWEEN
THE STATE OF CONNECTICUT
AND**

CITY OF BRIDGEPORT

This Master Assistance Agreement (the "**Agreement**"), entered into as of the 1st day of July, 2010 is made and entered into by and between the State of Connecticut (hereinafter, the "**State**") acting herein by its Commissioner of Economic and Community Development, (hereinafter, the "**Commissioner**") pursuant to Sections 4-8 and 8-216 of the Connecticut General Statutes ("**CGS**"), and the City/Town of Bridgeport, a municipal corporation of the State of Connecticut (the "**Municipality**"), acting herein, by its Mayor, duly authorized.

WITNESSETH THAT,

WHEREAS, CGS §8-215 provides that a municipality may, by ordinance, provide for the full or partial abatement of real property taxes on housing solely for low or moderate-income persons or families and that any such abatement shall be made pursuant to a contract between the municipality and the owner of such housing;

WHEREAS, pursuant to CGS §8-215, the Municipality has provided a tax abatement to the owner of property classified by the Municipality per CGS § 8-215 and such abatement was made pursuant to a written agreement between the Municipality and the Owner of the housing (the "**Owner**") and a copy of the written agreement is incorporated herein by reference and is on file with the State;

WHEREAS, CGS § 8-216 provides the terms pursuant to which the Commissioner may enter into a contract to provide financial assistance in the form of a grant-in-aid to a municipality for property classified by a municipality pursuant to CGS § 8-215;

WHEREAS, the Municipality, pursuant to CGS § 8-216, has requested a grant-in-aid from the State in the form and manner prescribed by the Commissioner, which application documents are incorporated herein by reference and are on file with the State; and

WHEREAS, the Commissioner has approved said application and has agreed to provide such grant-in-aid to the Municipality.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the State and the Municipality hereby agree as follows:

**ARTICLE I
THE GRANT**

1.1 This Agreement is a master contract and shall continue until terminated by the State in writing. The Municipality shall submit Exhibits A, B & C to the State annually upon request.

1.2 Subject to available appropriations, upon receipt of an application and certification on forms approved by the Commissioner, the State agrees to make periodic payments to the Municipality in the form of a grant-in-aid to for each fiscal year of the State in an amount not to exceed the amount of real property taxes abated by the Municipality on the housing development identified in the header on page 1 of this Agreement (the "**subject property**").

- 1.3 Current application and certification forms are attached hereto as Exhibits A, B & C and may be amended and/or revised from time to time by the State.
- 1.4 Funds made available to the Municipality by the State pursuant to this Agreement are general funds of the State and subject to appropriation. Grant awards are determined based on total available appropriations. It is expressly agreed and acknowledged by the Municipality that the State shall not be obligated to make payment for tax abatements contemplated by CGS § 8-215 unless funds have been appropriated by the General Assembly for that purpose.
- 1.5 The aggregate amount of payment by the State to the Municipality shall not exceed the amount of the municipal tax abatement. The Municipality agrees that for the purpose of this Agreement, it will not abate real property taxes in an amount greater than the ad valorem taxes of the subject property.
- 1.6 Annual certification of assessment values and ad valorem taxes shall be made by the Municipality and provided to the State upon request.
- 1.7 No increase in the assessed valuation of the subject property shall be binding upon the State unless written notice of such increase is provided to the Commissioner in accordance with CGS § Section 8-216(c).
- 1.8 The Municipality will provide, or cause the provision of, competent and adequate inspection of the subject property to ensure compliance with the requirements of this Agreement and all applicable laws and regulations, including, but not limited to, applicable housing codes. The Municipality shall provide annual written confirmation to the State on a form provided by the Commissioner, a sample of which is attached as Exhibit B hereto, that it has performed the required physical inspections of the housing units in order to ensure decent, safe and sanitary conditions.
- 1.9 The Commissioner shall have the right to inspect, to the extent deemed necessary by the Commissioner, all records maintained by the Municipality regarding inspections required by this Agreement, in addition to any other such right granted to her by contract or law.
- 1.10 The Municipality will, as such times as the Commissioner may request, furnish the State with periodic reports, statements and documentary data pertaining to the purposes of this Agreement.
- 1.11 The grant-in-aid provided by this Agreement shall continue so long as:
- (a) The subject property is used for housing solely for low or moderate-income persons or families, as such term is defined in CGS § 8-39; and
 - (b) Monies equal to the amount of such tax abatement are used for the following purpose(s): to reduce rents at the subject property below the levels which would be achieved in the absence of any such abatements and/or to improve the quality and design of such housing and/or effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.
- 1.12 It is understood and agreed by the parties that the Municipality shall request and the State shall not provide reimbursement for taxes abated on the subject property for any period of time during which the subject property do not comply with or conform to applicable housing code and/or that period of time during which the Certificate of Occupancy for the subject property shall have been revoked or suspended.

ARTICLE II NONDISCRIMINATION & COMPLIANCE WITH THE LAW

- 2.1 As applicable, the Municipality shall comply with the provisions of CGS § 4a-60 and 4a-60a.
- 2.2 The Municipality hereby certifies and warrants that it has complied, and shall continue to comply with all

pertinent provisions of local, State and federal law in administering the activities contemplated by this Agreement. Any noncompliance with said laws may, in the discretion of the Commissioner, be deemed a breach of this Agreement.

2.3 Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Municipality agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

2.4 Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

2.5 Executive Order No. 16. This Agreement is subject to, and Municipality hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

ARTICLE III WITHHOLDING PAYMENTS

3.1 Notwithstanding any other provisions of this Agreement, the Commissioner may, in her discretion, elect to terminate this Agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended State funds be returned to the State, or pay any proper charge contemplated by this Agreement, if she finds that: (a) the Municipality or the Owner has made to the Commissioner any misrepresentation in its request or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or with respect to any document furnished pursuant hereto; or (b) the Municipality or the Owner has failed to comply with any provision of this Agreement; or (c) the Municipality or the Owner has abandoned, converted or terminated the subject property; or (d) in the event the State has advanced funds to the Municipality or overpaid the Municipality, the Municipality shall at the end of the fiscal year, or earlier if the Agreement is terminated, return to the State in full, any unexpended funds within 30 days; or such unexpended funds may, at the sole discretion of the Commissioner, be carried over and used as part of a new fiscal year if a new application is approved by the Commissioner.

3.2 In no event shall the making by the State of any payment on account of any grant-in-aid provided by this Agreement, constitute or be construed as a waiver by the State of any breach of covenant, condition or any other default which may then exist on the part of the Municipality or the Owner, and the making of such payment by the State, which any such breach or default shall exist, shall not impair or prejudice any right or remedy available to the State with respect to such breach or default.

**ARTICLE IV
RIGHTS OR REMEDIES IN THE EVENT OF DEFAULT**

4.1 If the Municipality or the Owner shall default in any of its obligations under this Agreement, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been cured or remedied, as may be appropriate, within thirty (30) days after written notice thereof shall have been given by the Commissioner, or such longer period of time as the Commissioner may allow, in writing, then the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those otherwise provided for in this Agreement:

- (a) the right to a writ of mandamus or injunction or similar relief against the Municipality, or any or all of the members of its governing body, or against the officers, agents, or representatives of the Municipality as may be appropriate, because of such default or breach;
- (b) the right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the assets of the Municipality as pertains to the subject of this Agreement;
- (c) the right to maintain any and all actions at law or suits in equity or other proper proceedings cure or remedy and defaults or breaches of covenants under this Agreement; and
- (d) the right to withhold reimbursement for taxes abated for any period past the time limit for cure or remedy of such default or breach until any such deficiency has been corrected to the satisfaction of the Commissioner.

4.2 If the State shall not exercise any of the remedies set forth in the preceding section for the curing or remedying of any default or breach of covenant, or any other right or remedy, in no event shall non-exercise be construed as a waiver of any subsequent default or breach of covenant by the Municipality.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

5.1 Governing Law. Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

5.2 No Waiver. Neither failure nor delay on the part of State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by Municipality therefrom shall be effective unless the same shall be in writing, signed on behalf of State by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on Municipality in any case shall entitle Municipality to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of State's right to take other or further action in any circumstances without notice or demand.

5.3 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

5.5 Successors and Assigns. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives. Notwithstanding the foregoing, the Municipality hereby agrees that it shall not assign its interest in this Agreement without the prior written consent of the Commissioner and any purported assignment in violation of the foregoing shall be null and void.

- 5.6 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.
- 5.7 **Gender and Headings.** The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term.
- 5.8 **Entire Agreement.** This Agreement embodies the entire agreement and understanding between State and Municipality and supersedes all prior verbal and written agreements by, between, and among the parties.
- 5.9 **Effective date.** This Agreement is made as of the date first written above and shall be effective upon approval by the Attorney General of the State of Connecticut following its execution by the parties hereto.
- 5.10 **Warranties/Representation.** It is understood that the Commissioner has relied upon each of the warranties and representations of the Municipality contained herein and would not have entered into this Agreement but for said warranties and representations.
- 5.11 **Parole Evidence.** This Agreement shall be the final repository of all of the terms, conditions, and understandings of the parties hereto. The parties mutually release and discharge each other from any prior understanding and/or agreements concerning this Agreement.
- 5.12 **Sovereign Immunity.** Municipality recognizes that the State is sovereign and agrees not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.
- 5.13 **Jurisdiction.** The Municipality agrees that the execution of the Agreement and related documentation, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and the Municipality shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Municipality hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any supporting documentation or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.
- 5.14 **Indemnification.** The Municipality shall indemnify and hold the Commissioner and the State harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of, purportedly arising out of, or relating to this Agreement and all documents executed in conjunction herewith.
- 5.15 **No Third-Party Beneficiary.** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with Municipality, including Owner, shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Municipality as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.
- 5.16 **Commercial Transaction and Waiver.** THE MUNICIPALITY AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE STATE MAY DESIRE TO USE, AND THE COMMISSIONER MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUNICIPALITY TO ENFORCE THE PROVISIONS OF THIS

AGREEMENT AND ANY RELATED DOCUMENTS, WITHOUT GIVING THE MUNICIPALITY ANY NOTICE OR OPPORTUNITY FOR A HEARING.

5.17 Jury Trial Waiver. THE MUNICIPALITY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE MUNICIPALITY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY/TOWN OF BRIDGEPORT

By: _____
Print name:
Title:

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC &
COMMUNITY DEVELOPMENT**

By: _____
Catherine H. Smith
Its Commissioner

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Print name:
Title:
Duly Authorized

DATE: _____

LIST OF EXHIBITS

- A. Request for Tax Abatement Reimbursement**
- B. Municipality – Tax Abatement Certification**
- C. Owner – Tax Abatement Certification**

EXHIBIT A

Request for Tax Abatement Reimbursement

Section I: General

Municipality: _____
 Project Name: _____
 Project Address: _____
 Legal Name of Owner: _____
 HUD Project Number: _____ Number of Dwelling Units: ____ (Family) ____ (Elderly) ____
 Date Certificate of Occupancy Issued: _____

DECD-use only
Program No.: _____
Date Received: _____

Section II: Tax Assessor's Date (If more than 1 property, use attachment). If assessment has changed since last submission, attach explanation.

Assessment Date (Grand List): _____ Date of Latest Revaluation: _____
 Assessment 100% _____ % (Assessment Ratio)

Building:	\$ _____	Building:	\$ _____
Land:	\$ _____	Land:	\$ _____
Other:	\$ _____	Other:	\$ _____
Total:	\$ _____	Total:	\$ _____

The tax rate applicable to the above assessment date is: _____
 The total taxes are: \$ _____ Taxes per unit: _____
 Date: _____ Assessor: _____
 _____ Print Name _____ Signature

Section III: Tax Collector's Data

Assessment Date: _____ Municipal Fiscal Year: _____
 The total taxes on the above property on the grand list of _____ are: \$ _____
 The total taxes paid or to be paid on behalf of the above owner are: \$ _____
 The total taxes abated are: \$ _____
 No payments have been received for these abated taxes.
 Date: _____ Tax Collector: _____
 _____ Print Name _____ Signature

Section IV: Request

State Grant Requested: \$ _____
 Municipal Fiscal Year (From) _____ (To) _____
 I request approval of tax abatement reimbursement in the amount for the time period shown. Date: _____
 Signature, Title: _____
 Print Name & Title: _____
 Check-Mailing Address: _____

FOR DECD USE ONLY

Section V: Approval The request for a tax abatement grant in the amount and for the time period shown below has been reviewed and recommended for payment.
 _____ Date: _____
 DECD Project Manager
 _____ Date: _____
 Supervisor
 _____ Date: _____
 Executive Director
 State grant-in-aid approved
 Municipal Fiscal Year (From) _____ To _____

 Commissioner Date

EXHIBIT B

MUNICIPALITY – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State Grant in the amount of \$ _____ for use in low and moderate income housing developments.

Assistance Agreement – Standards of Housing

The Assistance Agreement provides specific provisions concerning the Municipality's obligations to inspect low and moderate-income housing which is the subject of a tax abatement agreement. In accordance with the terms of the Assistance Agreement concerning inspection, specifically, but not limited to Article I, the Municipality certifies that the subject property is in compliance with the provisions of CGS § 8-215.

Your signature below attests to these facts. The State shall have the right to inspect, to the extent deemed necessary by the Commissioner, all the premises including but not limited to: dwelling units, basements, buildings and grounds comprising the subject property.

The State reserves its rights of inspection under the terms of the Assistance Agreement.

The purposes of such inspections shall be to determine the fulfillment of the purposes of this Agreement and compliance with the municipal housing code.

DATE OF LAST INSPECTION: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT C

OWNER – TAX ABATEMENT CERTIFICATION

MUNICIPALITY: _____

PROJECT NAME: _____

ADDRESS: _____

HUD PROJECT NO.: _____

LEGAL NAME OF CURRENT OWNER: _____

Approved State grant-in-aid in the amount of \$ _____ for use in low and moderate-income housing developments in accordance with CGS § 8-215 et seq.

GRANT-IN-AID

The subject property shall be used for housing solely for low or moderate-income persons or families.

Monies equal to the amount of such tax abatement shall be used for the following purpose: To reduce rents below the levels which would be achieved in the absence of such abatement and/or to improve the quality and design of such housing by persons and families of varying income levels within limits determined by the Commissioner and/or to provide necessary related facilities or services in such housing.

PRINT NAME AND TITLE: _____

SIGNATURE: _____

DATE: _____