



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

FRANCES ORTIZ
Assistant City Clerk

PUBLIC NOTICE

Due to inclement weather, the Bridgeport City Council Meeting to be held on Monday, February 3, 2014 in the City Council Chambers, 45 Lyon Terrace, Bridgeport, Connecticut at 7:00 p.m. is hereby **CANCELLED** and a Special Meeting will be held on Tuesday, February 4, 2014.

Public Speaking requests for February 3, 2014 are also **CANCELLED** and **RESCHEDULED** to February 4, 2014 at 6:30 p.m.

The Public Hearing to be held on February 3, 2014 in the City Council Chambers, 45 Lyon Terrace, Bridgeport Connecticut is hereby **CANCELLED** and will be **RESCHEDULED** to February 4, 2014 at 7:00 p.m.

ATTEST:

**FLEETA C. HUDSON
CITY CLERK**

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING**

(Tuesday, January 21, 2014)

Cancelled due to inclement weather)

All items carried over to
**TUESDAY, FEBRUARY 4, 2014
SPECIAL MEETING
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Austin, Lyons, Vizzo-Paniccia, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, *Marella, Paoletto, Martinez-Walker, Holloway

*= arrived late

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

Prayer - Council member McBride-Lee offered the prayer.

Pledge of Allegiance - Kristin duBay Horton led the pledge of allegiance.

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

Point of Personal Privilege

Council member Holloway recalled that he was elected to the city council in 1995 and he was put on the National Energy Environmental Natural Resource Committee. He relayed however, that lately; he has been about the School Building Committee and the claim that schools are being built on contaminated soil and this isn't true. He clarified that the School Building Committee has nothing to do with the sites, noting that this is done by the D.E.E.P. and the Department of Environmental Protection and they determine the site the

school will be built on. He referred to a site in upstate New York (Love Canal) that was contaminated and resulted in people having health issues, but this isn't the case with Harding High School. He urged those persons that are complaining to contact the agencies mentioned about their complaint. He pointed out that it's difficult to find a site in Bridgeport prior to 1966 that didn't have contaminants. He repeated that the DEEP regulates what occurs on a site. He stressed that a council member(s) getting beat up for something that is out of their control and when the facts are wrong is stupid. He reiterated that the city council doesn't have any authority over where a school is built.

Council President McCarthy made the following announcements:

- Mayor Finch wasn't in attendance because he had a community cabinet meeting.
- Council member Vizzo-Paniccia was appointed as the National Vice Chair of Universities and Colleges Council of Cities.
- Council member McBride-Lee was named the Vice President of the IMA; as the first female vice president in its history.

Mayoral Proclamation: In Recognition of the Get Healthy Connecticut Coalition and its Partners for the "Know Your Numbers" Campaign during American Heart Month 2014.

Council President McCarthy asked the recipients to come forward to receive the citation. He expressed that the city council always tries to recognize positive in the city. He mentioned the "Know your Numbers" program that was conducted by Bridgeport Hospital to step up and say it's time to know your numbers, which can result in a healthier lifestyle in terms of know what your blood pressure and weight are. He shared that the city council took part in the program and he urged that every resident do the same.

He read the proclamation that outlined the importance of monitoring one's health to detect potential heart disease and diabetes.

City Council Citation: In Recognition of the Get Healthy Connecticut Coalition and its Partners for the "Know Your Numbers" Campaign during American Heart Month 2014.

Council member Paoletto stated that as a city employee that works in public health, he shared that he found out that he was at risk of developing diabetes a month ago and he personally thanked the program for providing the information related to early detection, which he agreed could result in making healthier choices - *He read the citation.*

Kristin duBay Horton, Director Health Department stated that heart disease and diabetes are a reality for people that tend to be overweight. She encouraged people to take care of themselves and take advantage of the programs for early detection. She thanked Bridgeport Hospital and Stratford Health Center for helping reduce the risk factors. She noted that screenings are available throughout the city and information can found at www.CT.gov/dph.

Council President McCarthy expressed that Bridgeport Hospital has been a great community group in conjunction with the Get Healthy Connecticut Coalition – *a group picture was taken*.

04-13 Public Hearing re: Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Mayor Finch asked if there was anyone to speak in favor of the item.

There were none heard.

Mayor Finch asked if there was anyone to speak against the item.

There were none heard.

**** COUNCIL MEMBER PAOLETTO MOVED TO CLOSE THE PUBLIC HEARING**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

13-13 Request to Order Public Hearing before Full Council for February 18, 2014 re: Proposed Resolution concerning a Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land (Item#13-13 Pending in Contracts Committee).

**** COUNCIL MEMBER BRANNELLY MOVED TO SCHEDULE A PUBLIC HEARING**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSL**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 16, 2013

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

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

Mayor Finch asked for a motion to combine the **COMMUNICATIONS TO BE REFERRED TO COMMITTEES** and **RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

- ** COUNCIL MEMBER HOLLOWAY MOVED TO COMBINE COMMUNICATIONS TO BE REFERRED TO COMMITTEES and RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**
- ** COUNCIL MEMBER LYONS SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

- 17-13** Communication from Central Grants and Community Development re: Grant Submission: National Fish and Wildlife Foundation for a Youth Coastal Stewardship & Conservation Grant Program, referred to Economic and Community Development and Environment Committee.
- 18-13** Communication from Central Grants and Community Development re: Grant Submission: The Arbor Day Foundation's TD Green Streets Grant Program, referred to Economic and Community Development and Environment Committee.
- 19-13** Communication from Central Grants and Community Development re: Grant Submission: National Council on the Aging for the Senior SNAP Enrollment Initiative Grant Program, referred to Economic and Community Development and Environment Committee.
- 21-13** Communication from Port Authority re: Proposed Resolution concerning the Donation of Surplus Equipment Acquired with a Federal Grant to another Clean Vessel Act Program within the State of Connecticut, referred to Economic and Community Development and Environment Committee.

- 22-13** Communication from OPED re: Proposed Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue, referred to Economic and Community Development and Environment Committee.
- 23-13** Communication from City Attorney re: Proposed Resolution concerning A Tax Cooperation Agreement with Housing Authority regarding Maplewood Court Apartments, referred to Contracts Committee.
- 24-13** Communication from Finance Department re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$100,000,000), referred to Budget & Appropriations Committee.
- 25-13** Communication from Parks and Recreation re: Proposed Lease-Purchase Agreement with PNC Equipment Finance, LLC for a Tractor at D. Fairchild Wheeler Golf Course, referred to Contracts Committee.

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

- 16-13** Resolution presented by Council President McCarthy re: Council Review and Possible Revisions to the City's Purchasing and Procurement Ordinance, Chapter 3.08 City Contract and Purchasing Procedures, referred to Ordinance Committee.
- 20-13** Resolution presented by Council Member Torres re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contracts and Purchasing Procedures, amend Section 3.08.070 Purchase of Goods and General Services, Subsection (B), referred to Ordinance Committee.

**** COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES and RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Points of Personal Privilege:

- o Council member Torres stated that he has known Cecil Young for twenty years, noting that he's known to have integrity. He expressed that he was distressed to hear that he hasn't had a day in court regarding his termination. He relayed that he drafted a resolution for the committee to investigate the termination of Cecil Young's job.

- o Council member Torres referred to a document that pertained to five out of fifteen council members not having the latitude for looking out for the greater good of the residents. He stated that he hoped he would be provided the information he requested. He said he hoped they could meet to discuss how to protect the integrity of the city council.

*Council member Paoletto stated that as the Deputy Majority Leader/Sgt of Arms, items of personal privilege should be discussed either at the beginning of a meeting or at the end of a meeting according to the city council rules.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to remove from the consent calendar.

Council member Paoletto requested to remove ***03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property.

Council member Vizzo-Paniccia requested to remove ***12-13** Miscellaneous Matters Committee Report re: Resolution Approving the 2014-2016 Bridgeport Citizens' Union Committee.

Council member Torres requested to remove ***01-13** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width (4) Entrances located at the New Harding High School on Bond Street.

***11-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection (DEEP) Microgrid Design and Installation Grant for Critical Facilities.

The city clerk read the remaining consent calendar items into the record.

***01-13** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width (4) Entrances located at the New Harding High School on Bond Street. - *removed*

***03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property. - *removed*

***09-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for February 18, 2014: re Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.

***10-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for February 18, 2014: re Disposition and Redevelopment of City-Owned Property located at 431-435 & 445-449 Kossuth Street.

***11-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection (DEEP) Microgrid Design and Installation Grant for Critical Facilities: - *removed*

***15-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for America the Beautiful Grant.

***06-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Joseph Diaz.

***12-13** Miscellaneous Matters Committee Report re: Resolution Approving the 2014-2016 Bridgeport Citizens' Union Committee. - *removed*

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

**** COUNCIL MEMBER TAYLOR-MOYE SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy made a request to push the following item to the end of the agenda for the purpose of conducting the executive session.

***03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property. - *removed*

Mayor Finch returned to item ***01-13** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width (4) Entrances located at the New Harding High School on Bond Street. - *removed*

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER BRANNELLY SECONDED**

Council member Torres stated that he removed the item to begin the discussion about the water that travels alongside the property that is close to the woods. He stated that he was told that all types of toxins are in the water including lead that could pose a potential health hazard to the students. He said that he agreed with Clyde Nicholson that the site could be used for an industrial use rather than a school use.

Council President McCarthy clarified that the width of the driveway was the only item they were taking up on the agenda tonight. He relayed that the width being widened is needed for buses and emergency vehicles. He stated that if the item isn't approved, the driveway width will be narrower, which could pose a hazard for emergency vehicles.

Council member Lyons stated that this matter was a Public Safety Transportation Committee item. She recalled that the regulations and rules will be revised and updated for driveway width requirements to accommodate buses and emergency vehicles. She repeated that the driveway width was the only matter they were voting on tonight.

Council member Holloway stated that the city council currently has a rule that a driveway can be built commercially at 30 feet and anything beyond that size has to go through the council for approval. He commented that the item had nothing to do with the waterway that sits 30 feet beyond the driveway and he didn't feel the waterway should be an issue, noting that it's a DEP issue.

Council member Torres stated that his comments had to do with a strategic matter, not because he doesn't like students; but because he has an issue with the school being built on the site. Council member Holloway responded that the football field has been played on at Harding High School for years and he emphasized once again that any site built prior to 1966 is probably contaminated. He questioned why anyone should beat up on Harding, noting that Roosevelt School and Longfellow also had the same problem.

Council member McBride-Lee stated that although the school sites may have been contaminated prior to building them, she had a problem with the statement that other school properties are probably contaminated. She questioned why something wasn't done prior to building on these sites.

Council President McCarthy made it clear that they can not build on the property unless it is cleaned up according to the Department of Environmental Protection (DEP) standards. He clarified that General Electric has the responsibility to clean up the property (Harding High School). He stated that he would put in a request to have a representative from General Electric attend the committee meeting to make a presentation regarding the matter.

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR, TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: HALSTEAD and TORRES) and ONE ABSTENTION (*COUNCIL MEMBER HOLLOWAY)**

****employed with the Department of Public Facilities***

Mayor Finch returned to the following item ***11-13 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection (DEEP) Microgrid Design and Installation Grant for Critical Facilities. - removed**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER MARELLA SECONDED**

Council member Torres stated that he removed the item because of the proposed construction in the park. He stated that if the location was reconsidered, he would vote otherwise.

**** MOTION PASSED WITH EIGHTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION ((COUNCIL MEMBERS: HALSTEAD and TORRES)**

Mayor Finch returned to the following item ***12-13 Miscellaneous Matters Committee Report re: Resolution Approving the 2014-2016 Bridgeport Citizens' Union Committee. - removed**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO AMEND THE 2014-2016 BRIDGEPORT CITIZENS' UNION NOMINATION OF NAMES BY SUBSTITUTION - SUBMITTED TO THE CITY CLERK
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AS AMENDED THE 2014-2016 BRIDGEPORT CITIZENS' UNION ROSTER
** COUNCIL MEMBER SWAIN SECONDED
** MOTION PASSED UNANIMOUSLY**

UNFINISHED BUSINESS:

04-13 Contracts Committee Report re: Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Council member DeJesus stated that all the committee members' questions were addressed in committee.

**** COUNCIL MEMBER DEJESUS MOVED TO APPROVE
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to item ***03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property. – *removed*

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER BRANNELLY SECONDED**

Council President McCarthy updated that there is a pending lawsuit regarding this item. He asked that City Attorney Anastasi do his presentation first and then the city council will enter into executive session to discuss the matter further.

City Attorney Anastasi stated he would give a brief presentation for item ***03-13**. He recalled the proposed settlement that was unanimously approved. He said he would make a public presentation and then they will enter into executive session to discuss details of the settlement.

He continued and said he was there on behalf of the city attorney's office. He noted that Pauline Mize, Sikorsky Manager was present for questions and also Attorney Edwin Schmidt to answer questions.

City Attorney Anastasi's presentation comments are highlighted below:

- There has been ongoing litigation with the Town of Stratford for close to two decades to address the matter of extending the safety area on the runway. It's a \$40-\$50 million project and there have been litigation costs of \$500k.
- There is a partnership between the Federal Aviation Association (FAA), CT Department of Transportation (DOT), Town of Stratford and the City of Bridgeport to add a safety zone at the end of Runway-624 by constructing an E-mass system – *he referred to the map layout of the E-mass system*
- The fatality that occurred on the runway was during the 1990's and that's the reason for the safety zone.

- Referred to the permit dated November 14, 2013 that was issued by the CT DEP for the project to move forward.
- Referred to the permit denoting a yellow line where the old access way was located. It will be a 6-month to 1-year removal project.
- The city is obligated to provide a number of parcels.
- Referred to layout #6 of the driveway to Mr. Moutinho's property. The city constructed other parcels serviced by the access way.
- Referred to a document dated January 7, 2014 indicating that the Airport Commission voted unanimously to recommend the settlement that is being present to the city council tonight.
- Referred to the motion voted upon by the Airport Commission – ***he respectfully requested that during the executive session to give the details of the settlement parameters.*** The reason for the executive session was due to the litigation details.

City Attorney Anastasi continued to discuss the following details:

- E-mass system as outlined in the document that was distributed.
- Phase-I of the project and Phase-II. The runway will be repaved and once the E-mass system is completed and the roadway completed, the runways will be upgraded.
- 1973 Title Search for the property; noted that the grantor reserved access easement outlined in document #5 – reference page 2 – *as read and reviewed.*
- Removal of the access way and the timeline for construction - *as reviewed and outlined in the document.*
- Referred to document #6 that outlined the utility easement.
- Access way relocation performed by Marks Construction at a cost of \$339k -*as reviewed.*
- Recalled that the city attorney's office worked closely with the Ordinance Committee per the procurement process – *the bids were reviewed.*
- Reviewed the motions and appeals that were filed – *as outlined and read.*
- Airport Commission approved the proposed settlement on January 7, 2014 – *as read and reviewed.*
- Will file the appropriate documents with the Town of Stratford on February 7, 2014.
- CT DOT will advertise bids for the first phase of the project on March 5, 2014.

Pauline Mize, Sikorsky Manager gave a brief presentation pertaining to the item as follows:

- Reviewed the economic viability, noting that out of ninety-one (91) employees; twenty (20) of them are residents of Bridgeport. Commented that there are direct and indirect benefits to the city.
- The amount of money the FAA has earmarked for the project, noted that the FAA doesn't normally allocate \$43 million to an airport project; so it's crucial to understand the importance of the project not only to Bridgeport, but also for the surrounding region.

Council President McCarthy asked what will happen if they closed the airport and put up condominiums for example. Ms. Mize responded that government funding is 90% of the project and state funding is 5%. Over a course of time, the FAA put in a lot of time and the document reads that if the airport closes for any reason, the money must be given back from the sales that profited the airport.

Questions from the council members have been summarized below:

Council member Torres asked the following questions and requested the following information:

- Is relevant data associated to the project available for review **response** City Attorney Anastasi told the committee and the council president that that information couldn't be given as a quorum; it was clarified that only one council member could request the information.
- Transfer of easement details
- Document that explains the selection process and to remove the easement
- Reason for the termination of John Ricci

Responses:

- City Attorney Anastasi clarified that he will not comment on the termination of John Ricci.
- There is no obligation or timeline to provide access.
- He will not discuss labor relations matters in public.

Council member Torres asked again about access to information relevant to the movement of the easement. Attorney Anastasi reiterated that he would provide the information that is of public matter, but **not** the information related to labor relations.

Mayor Finch recapped that Council member Torres made a request to see the test bids from the other construction companies. He stated that he told him that if the information was available, he could have it. Attorney Anastasi stated there were initial quotes by Julian Construction and BJ Construction/New Haven and two independent price analyses.

Council member Torres clarified and repeated that he requested **all** the information relevant to the movement of the easement. Mayor Finch clarified and explained that the easement was taken for public interest and it had to be replaced, he emphasized that that matter was as simple as that, in that it became a public project for public land.

Attorney Anastasi stated that there was a difference in timelines and the city needed to move forward and decisions were made.

Council member Lyons recalled that she asked for an Excel sheet. She said that although she appreciated the information that was provided, she was told by Ms. Mize that there was no comprehensive study available. She suggested that due to all the questions still

being asked, she recommended tabling the item and sending the matter back to committee. She further suggested that the item should go before the Contracts Committee.

Ms. Mize stated that she is not a skilled economist, noting that the information requested involved detailed technical data. She clarified that all the information she had contained employee data.

Council President McCarthy stated that the information that Council member Torres requested should be easy information to share. He suggested that Attorney Anastasi just reply and say **yes** to agree to provide the information. He further addressed Council member Torres to say that he needed to be more specific of the information he was looking for related to the easement. He suggested that he visit the city attorney's office to through the boxes of information to fulfill his request.

Attorney Anastasi stated that the deadline was this Friday to submit the documents to the Town of Stratford to get on the ZBA agenda. He noted that on March 5 the Raymark road removal will take place.

Mayor Finch stated that currently, the condition of the airport runway is not safe. He emphasized that this could result in blood on "their" hands if they don't act expeditiously. He recalled the tragic incident that occurred during the 1990's and he mentioned that this is the last airport in the United States to implement mandatory safety improvements due to the tragedy that occurred. He stressed that people's lives are in the city council's hands and he relayed the horrific injuries that one of the victim's experienced. He stated that the only option if they want to continue operating the airport is to accept the settlement and move forward with the improvements.

Council member Halstead stated that he wasn't comfortable with only the information that they were given tonight. He asked if the \$43 million cost is itemized and how they came up with that amount. Mayor Finch stated that the pollution on the site is the city's responsibility to clean up, which amounts to \$6 million for the environmental clean up out of the \$43 million and the balance of the \$43 million is split between the safety zone installation and the airport runway narrowing.

Ms. Mize reviewed the project phases as follows:

- Phase-A will consist of the relocation of the runway and the E-Mass system installation – *it was noted that all come with labor costs.*
- Phase-B will consist of project refurbishment, the runway re-cabled and the lighting system.
- *It was noted that all DOT documentation for Phase-A is available on the city's website.*

Council member Torres commented that Ms. Mize has been professional and terrific in terms of providing information. He stated that there is an opportunity to approve the project and improve the runway. And he emphasized that he's glad they will have access

to review easement information. He relayed that at this point, it's best to move and pass the item to ensure that they don't jeopardize safety.

Council President McCarthy relayed that what was in front of the council is the matter related to whether or not they will pay the \$65k to continue and not risk the \$43 million project that is essential for the airport to remain open. He cautioned that if the matter is delayed, there will be a cut off. He emphasized that the E-mass system has to be constructed and if it's delayed and not done by the deadline, the airport will close. He further relayed other repercussions they are looking at if the airport closes.

He urged the council members to put the matter in perspective and he further relayed that the matter has gone through the city council process and was passed. In addition, all the information has been out there and available and the matter has been open and transparent. He clarified that the only information that hasn't been transparent is related to the lawsuit settlement.

Attorney Anastasi responded to the possibility of the airport closing down. He relayed that there are tenants on the airport property to consider.

Mayor Finch thanked everyone present for all the discussion regarding this item.

**** COUNCIL MEMBER PAOLETTO MOVED TO ENTER INTO EXECUTIVE SESSION WITH THE FOLLOWING PERSONS PRESENT: CITY ATTORNEY MARK ANASTASI; PAULINE MIZE, SIKORSKY MANAGER; ATTORNEY EDWIN SCHMIDT, MAYOR FINCH AND CITY COUNCIL MEMBERS**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The city council entered into executive session at 9:30 pm.

The city council came out of executive session at 10:15 pm.

***03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property.

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE, AUTHORIZE, EMPOWER AND DIRECT THE CITY ATTORNEY'S OFFICE AND THE AIRPORT MANAGER TO ENTER INTO FULL AND FINAL SETTLEMENT OF ALL PENDING LITIGATION CONCERNING THE RELOCATION OF THE ACCESS WAY FROM /OFF OF ROUTE #113 TO OFF OF SNIFFENS LANE, STRATFORD IN ACCORDANCE WITH THE TERMS AND CONDITONS AS DISCUSSED IN EXECUTIVE SESSION AND IN ACCORDANCE**

**WITH THE PRIOR APPROVAL OF THE CITY'S AIRPORT
COMMISSION ON OR ABOUT JANUARY 7, 2014**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND
THREE VOTES IN OPPOSITION (COUNCIL MEMBERS: LYONS,
McBRIDE-LEE and SALTER)**

04-13 Contracts Committee Report re: Greater Bridgeport Regional Solid Waste
Interlocal Agreement.

**** COUNCIL MEMBER DEJESUS MOVED TO RECONSIDER ITEM 04-13**

**** COUNCIL MEMBER CASTILLO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER DEJESUS MOVED TO AMEND THE COMMITTEE REPORT BY
SUBSTITUTION AS AMENDED AND REVISED BY THE CITY ATTORNEY'S OFFICE**

**City Attorney Anastasi explained that the amended version was approved by the
Inter-Local Group.*

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER DEJESUS MOVED TO APPROVE AS AMENDED**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Other business:

Council President McCarthy reminded everyone that another storm is coming on
Wednesday and next Monday and Tuesday. He noted that everyone should pay attention
to their emails for possible cancellation of meetings.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN**

**** COUNCIL MEMBER BANTA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 10:20 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
February 4, 2014
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AGENDA

CITY COUNCIL MEETING

(TUESDAY, JANUARY 21, 2014
CANCELLED DUE TO INCLEMENT WEATHER)
ALL ITEMS CARRIED OVER TO
MONDAY, FEBRUARY 3, 2014
(MONDAY, FEBRUARY 3, 2014
CANCELLED DUE TO INCLEMENT WEATHER ALL ITEMS CARRIED OVER TO)

SPECIAL MEETING

TUESDAY, FEBRUARY 4, 2014
7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of the Get Healthy Connecticut Coalition and its Partners for the "Know Your Numbers" Campaign during American Heart Month 2014.

City Council Citation: In Recognition of the Get Healthy Connecticut Coalition and its Partners for the "Know Your Numbers" Campaign during American Heart Month 2014.

- 04-13** Public Hearing re: Greater Bridgeport Regional Solid Waste Interlocal Agreement.
- 13-13** Request to Order Public Hearing before Full Council for February 18, 2014 re: Proposed Resolution concerning a Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land (Item#13-13 Pending in Contracts Committee).

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 16, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 17-13** Communication from Central Grants and Community Development re: Grant Submission: National Fish and Wildlife Foundation for a Youth Coastal Stewardship & Conservation Grant Program, referred to Economic and Community Development and Environment Committee.
- 18-13** Communication from Central Grants and Community Development re: Grant Submission: The Arbor Day Foundation's TD Green Streets Grant Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 19-13** Communication from Central Grants and Community Development re: Grant Submission: National Council on the Aging for the Senior SNAP Enrollment Initiative Grant Program, referred to Economic and Community Development and Environment Committee.
- 21-13** Communication from Port Authority re: Proposed Resolution concerning the Donation of Surplus Equipment Acquired with a Federal Grant to another Clean Vessel Act Program within the State of Connecticut, referred to Economic and Community Development and Environment Committee.
- 22-13** Communication from OPED re: Proposed Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue, referred to Economic and Community Development and Environment Committee.
- 23-13** Communication from City Attorney re: Proposed Resolution concerning A Tax Cooperation Agreement with Housing Authority regarding Maplewood Court Apartments, referred to Contracts Committee.
- 24-13** Communication from Finance Department re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$100,000,000), referred to Budget & Appropriations Committee.
- 25-13** Communication from Parks and Recreation re: Proposed Lease-Purchase Agreement with PNC Equipment Finance, LLC for a Tractor at D. Fairchild Wheeler Golf Course, referred to Contracts Committee.

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

- 16-13** Resolution presented by Council President McCarthy re: Council Review and Possible Revisions to the City's Purchasing and Procurement Ordinance, Chapter 3.08 City Contract and Purchasing Procedures, referred to Ordinance Committee.
- 20-13** Resolution presented by Council Member Torres re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contracts and Purchasing Procedures, amend Section 3.08.070 Purchase of Goods and General Services, Subsection (B), referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *01-13** Public Safety and Transportation Committee Report re: Application for Waiver to Extend Driveway Width (4) Entrances located at the New Harding High School on Bond Street.
- *03-13** Public Safety and Transportation Committee Report re: Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property.
- *09-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for February 18, 2014: re Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.
- *10-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for February 18, 2014: re Disposition and Redevelopment of City-Owned Property located at 431-435 & 445-449 Kossuth Street.
- *11-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection (DEEP) Microgrid Design and Installation Grant for Critical Facilities.
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- *06-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Joseph Diaz.
- *12-13** Miscellaneous Matters Committee Report re: Resolution Approving the 2014-2016 Bridgeport Citizens' Union Committee.

UNFINISHED BUSINESS:

- 04-13** Contracts Committee Report re: Greater Bridgeport Regional Solid Waste Interlocal Agreement.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 4, 2014 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	A "to do" list stemming from the recent municipal campaign and election process.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Unethical tactics by city and state officials.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Financial Position.

AGENDA

CITY COUNCIL MEETING

(TUESDAY, JANUARY 21, 2014
CANCELLED DUE TO INCLEMENT WEATHER)
ALL ITEMS CARRIED OVER TO
MONDAY, FEBRUARY 3, 2014
(MONDAY, FEBRUARY 3, 2014
CANCELLED DUE TO INCLEMENT WEATHER ALL ITEMS CARRIED OVER TO)

SPECIAL MEETING

TUESDAY, FEBRUARY 4, 2014
7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of the Get Healthy Connecticut Coalition and its Partners for the "Know Your Numbers" Campaign during American Heart Month 2014.

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John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Financial Position.

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

A Public Hearing will be held before the City Council of Bridgeport at the regular meeting to be held on, Monday, February 3, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following:

- **04-13** – Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

**1 Edition, Connecticut Post:
PLEASE PUBLISH ON Sunday, January 26, 2014**

Requires Certifications

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 14000718
Account #: 111171

Dated: January 24, 2014

Sent By
Althea Williams
City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-7205
(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
A. Wood, Chief of Staff
M. Anastasi, City Attorney

(PLEASE NOTE: DUE TO INCLEMENT WEATHER THE PUBLIC HEARING TO BE HELD ON TUESDAY, JANUARY 21, 2014 WAS CANCELLED AND THEREFORE WILL BE HELD ON MONDAY, FEBRUARY 3, 2013)



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #17-13 Referred to ECD&E Committee on 01/21/2014

(CANCELLED)

Carried over to February 3, 2014

January 10, 2014

To: Fleeta Hudson
From: Renu Gupta *RG*
Re: Resolution: WildLife Guards- Youth Coastal Stewardship & Conservation

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for "Developing the Next Generation of Conservationists Program" from National Fish and Wildlife Foundation.

The grant will provide funds for green job training, mentoring and employment opportunities for high school students in order to protect threatened beach nesting birds on Pleasure Beach. The Conservation Corp will be working with the Audubon CT and Student Conservation Corp.

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

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 13 P 4:51
ATTEST
CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: WildLife Guards- Coastal Stewardship and Conservation

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

City is seeking funding to provide green job training; mentoring and employment opportunities for high school students in order to protect threatened beach nesting birds on Pleasure Beach. The Conservation Corp will be working with the Audubon CT and Student Conservation Corp

CONTRACT DATES: June 2, 2014 to May 29, 2015

PROGRAM GOALS AND OBJECTIVES

Protect threatened beach nesting birds when Pleasure Beach opens to the public this year.

IF APPLICABLE

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

Federal:

State:

City:

Other: NFWF - \$20,000

Salaries/Benefits:

Telephone:

Staff Training:

Supplies:

Subcontracts: Yes X No _____

Student Conservation Association

\$20,000 for program operations

WHEREAS, National Fish and Wildlife Foundation is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through National Fish and Wildlife Foundation and,

WHEREAS, funds under this grant will be used provide green job training; mentoring and employment opportunities for high school students in order to protect threatened beach nesting birds on Pleasure Beach

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the National Fish and Wildlife Foundation for funds to provide conservation related training to youth to protect endangered species

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the National Fish and Wildlife Foundation

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with National Fish and Wildlife Foundation and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #18-13 Referred to ECD&E Committee on 01/21/2014

(CANCELLED)

Carried over to February 3, 2014

January 10, 2014

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

Re: Resolution –Arbor Day Foundation TD Green Streets Grant Program

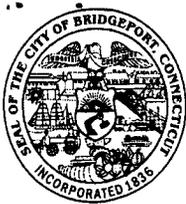
Attached, please find a Grant Summary and Resolution for the Arbor Day Foundation's TD Grant Streets Grant Program

If you have any questions or require any additional information please contact me at 203-332-5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 13 P 4:51
ATTEST



GRANT SUMMARY

PROJECT TITLE: The Arbor Day Foundation's TD Green Streets Grant Program

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Patrick Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The City is requesting \$20,000.00 from the Arbor Day Foundation's TD Green Streets Grant Program. This program supports innovative practices in community forestry. Through the program, municipalities are eligible to receive one of ten \$20,000 grants in support of local forestry projects in low-to-moderate income (LMI) neighborhoods. If awarded, the Department of Parks and Recreation will allocate approximately \$8,000 towards the purchase of trees and materials. The City of Bridgeport would also hold two (2) community events that would provide Bridgeport residents the opportunity to learn how to properly plant and care for trees and educate them on the importance of the urban tree canopy. In addition, the City will partner with Groundwork Bridgeport for an education component. Groundwork Bridgeport would be responsible for hiring and supervising interns who would develop an Urban Tree Manual, a best practices informational guide for residents.

Project Period: 1 Year from Award.

IF APPLICABLE

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

Federal:

State: **\$20,000.00**

City:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council
Regarding the Arbor Day Foundation's TD Green Streets Grant Program
(DRAFT)

WHEREAS, the Arbor Day Foundation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the TD Green Streets Grant Program; and

WHEREAS, funds under this grant will be used to implement and support a local forestry project in low-to-moderate income (LMI) neighborhoods in Bridgeport, Connecticut; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the Arbor Day Foundation in the amount of \$20,000 for the TD Green Streets Grant Program; and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Arbor Day Foundation to implement and support a local forestry project in low-to-moderate income (LMI) neighborhoods in Bridgeport, Connecticut Bridgeport, Connecticut; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Arbor Day Foundation for the TD Green Streets Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #19-13 Referred to ECD&E Committee on 01/21/2014

(CANCELLED)

Carried over to February 3, 2014

January 10, 2014

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

Re: Resolution –National Council on the Aging Senior SNAP Enrollment Initiative
Grant Program

Attached, please find a Grant Summary and Resolution for the National Council on the Aging
Senior SNAP Enrollment Initiative Grant Program.

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 13 P 4: 52
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **National Council on the Aging Senior SNAP Enrollment Initiative Grant Program**

RENEWAL **NEW x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Patrick Carleton**

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

PROJECT SUMMARY/DESCRIPTION:

The City is requesting \$50,000.00 from the National Council on the Aging Senior SNAP Enrollment Initiative. If awarded, this funding will be used by the Department of Social Services to engage in activities to increase the number of eligible seniors participating in the Supplemental Nutrition Assistance Program (SNAP). Social Services will establish contacts, build relationships, and convene meetings with relevant agencies to reach as many seniors in the City of Bridgeport and the Greater Bridgeport region.

Project Period: Feb. 14, 2014-Jan 31, 2015

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$50,000.00	Supplies:
City:	

**A Resolution by the Bridgeport City Council
Regarding the National Council on the Aging
Senior SNAP Enrollment Initiative**

(DRAFT)

WHEREAS, the National Council on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and

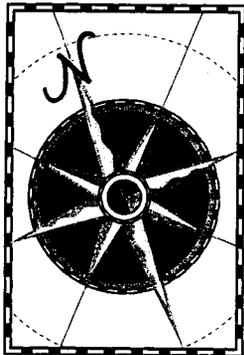
WHEREAS, this funding has been made possible through the Senior SNAP Enrollment Initiative; and

WHEREAS, funds under this grant will be used to provide information and assistance to seniors who are eligible to participate in the Supplemental Nutrition Assistance Program; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Social Services, submit an application to the National Council on the Aging in the amount of \$50,000 for the Senior SNAP Enrollment Initiative; and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the National Council on the Aging to provide information and assistance to seniors who may be eligible for the Supplemental Nutrition Assistance Program; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Council on the Aging for the Senior SNAP Enrollment Initiative and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



January 15, 2014

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

BRIDGEPORT

**Re: A Resolution by the Bridgeport City Council
To Donate Its Share of Surplus Equipment
Acquired with a Federal Grant**

PORT

Dear Honorable Body:

AUTHORITY®

Please find attached for your review and consideration a resolution authorizing the Mayor to execute documents related to the donation of surplus Equipment originally acquired with Federal grant funds.

A representative of this office will be in attendance at your meetings prepared to discuss this request in detail. Thank you for your consideration.

Sincerely,

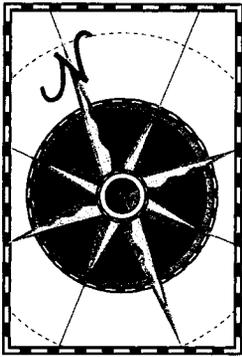
Andrew J. Nunn
Acting Executive Director
Bridgeport Port Authority

Cc: Bill Finch, Mayor
Mark Anastasi, City Attorney
Martha Klimas, Project Manager
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk

ATTEST
CITY CLERK

2014 JAN 15 P 4: 05

RECEIVED
CITY CLERK'S OFFICE



January 15, 2014

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

BRIDGEPORT

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AUTHORITY®

**Re: A Resolution by the Bridgeport City Council
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Please find attached for your review and consideration a resolution authorizing the Mayor to execute documents related to the donation of surplus Equipment originally acquired with Federal grant funds.

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Cc: Bill Finch, Mayor
Mark Anastasi, City Attorney
Martha Klimas, Project Manager
Fleeta Hudson, City Clerk
Frances Ortiz, Asst. City Clerk

ATTACHED
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 JAN 15 P 4:05

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
TO DONATE ITS SHARE OF SURPLUS EQUIPMENT
ACQUIRED WITH A FEDERAL GRANT**

WHEREAS, in 1998 the City of Bridgeport Harbormaster acquired a Marine Sewage Disposal Vessel and Trailer (a.k.a. "Equipment") for the purposes of servicing recreational vessels docked, moored or otherwise secured in Bridgeport's waters;

WHEREAS, the Equipment was acquired with a Federal grant administered through the State of Connecticut Department of Energy and Environmental Protection ("DEEP"), which provided 75% of the Equipment costs;

WHEREAS, since 2002 the Bridgeport Port Authority and DEEP have provided funding to operate and service the Equipment including all staffing, maintenance and repairs;

WHEREAS, the 15 year old Pump out Boat and trailer with a 2012 value of \$3,300 are nearing the end of their useful life;

WHEREAS, DEEP, in accordance with Federal criteria established in 43 CFR Part 12 requests the City of Bridgeport to donate their 25% share of the Equipment to another Clean Vessel Act program existing within the State of Connecticut;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, or his designee, the Chief Administrative Officer, is authorized to take any and all necessary actions and execute such documents as may be required related to this matter, consistent with the Grant, this resolution, and in the best interests of the City of Bridgeport.

Klimas, Martha

From: Brown, Kate [Kate.Brown@ct.gov]
Sent: Tuesday, December 10, 2013 4:22 PM
To: Klimas, Martha
Subject: CVA Vessel - Bridgeport

Good Afternoon Martha –

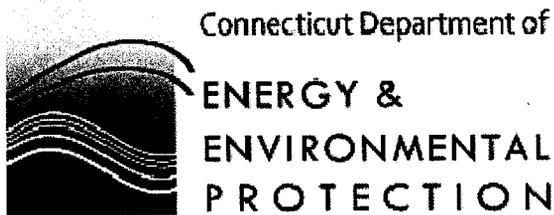
As you and I have discussed, there is another pumpout vessel program which is interested in obtaining your older CVA funded pumpout vessel as a donation. Since the existing Bridgeport PO vessel's value exceeds \$5,000.00, in accordance with the federal rules, we must retain the federal value of that vessel. One way to retain the Federal value is to donate the City's 25% share of the vessel along with the Federal share to another CVA program. This way, the equipment is maintained for its original purpose.

It would be in the program's best interest to donate the vessel at this time in order to continue to provide CVA pumpout services statewide.

Thank you for considering this request.

Kate

Kate Hughes Brown
Grants and Outreach Coordinator
Office of Long Island Sound Programs
Bureau of Water Planning and Land Reuse
Connecticut Department of Energy and Environmental Protection
79 Elm Street, Hartford, CT 06106-5127
P: 860.424.3652 | F: 860.424.4054 | E: kate.brown@ct.gov



www.ct.gov/deep

*Conserving, improving and protecting our natural resources and environment;
Ensuring a clean, affordable, reliable, and sustainable energy supply.*



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

For Information Contact:

Dwayne Gardner, 860-424-3938
Kate Hughes Brown, 860-424-3652

June 25, 2013

P R E S S R E L E A S E

DEEP Says Funds Available for Marine Pumpout Programs to Protect Waters of Long Island Sound

Connecticut's Department of Energy and Environmental Protection (DEEP) today announced that more than \$1 million in federal funds are available for boat sewage disposal facilities, or pumpout stations, on Long Island Sound for the 2014 boating season. The program is administered by DEEP with a grant from the US Fish and Wildlife Service's Clean Vessel Act Program. This year, Connecticut was one of three states receiving the highest grant award in the country, which helps to fund the program grants and the staff that manage statewide pumpout and boater education programs.

DEEP is requesting grant proposals from owners and operators of public or private marine facilities that wish to install a new marine sewage disposal facilities (MSDF's); facilities with an existing MSDF in need of substantial repairs or upgrades; or to obtain funding to operate a new or existing MSDF, including pumpout boats and central vacuum pumpout systems which are incorporated within the marina or boatyard dock system.

"The continued success of pumpout programs for boaters significantly improves the water quality of Long Island Sound, increasing the quality of swimming, fishing and other recreational opportunities in Connecticut," said DEEP Commissioner Daniel C. Esty. "This latest round of grant funding will allow us to continue and expand those programs – as well as provide financial assistance to municipalities, small marine businesses and non-profit organizations along our shoreline."

Congress passed the Clean Vessel Act (CVA) in 1992 after finding that there were an inadequate number of onshore sewage disposal facilities in waters frequented by recreational boats and determining that these vessels may be contributing substantially to localized degradation of water quality. The primary goal of the CVA is to reduce overboard sewage discharge from recreational boats. The CVA provides funds to states for the construction,

renovation, operation, and maintenance of pumpout stations for holding tanks and dump stations for portable toilets. Connecticut has an active program to utilize these federal funds to facilitate low cost convenient pumpouts and dump stations.

Since 1993, DEEP has worked in partnership with the US Fish and Wildlife Service, marinas, yacht clubs, boat yards, municipalities, and non-profit organizations to install more than 97 land-based pumpout facilities, 21 dump stations, 18 pumpout vessels and three pumpout vessels associated with marinas for a total of 139 pumpouts to accommodate the removal of recreational marine sewage from vessels to preserve and protect water quality in Long Island Sound. Since that time, all of the waters of Long Island Sound in Connecticut and New York have been designated by the EPA as a federally approved no-discharge area.

Funding for this program, known as the Clean Vessel Act (CVA) program, comes from the Sport Fishing and Boating Trust Fund, which is supported by excise taxes on certain fishing and boating equipment and boat fuels. The CVA Grant Program helps keep coastal waters clean and safe for recreation by safely disposing of millions of gallons of boaters' sewage annually. The Connecticut CVA program serves as a good example to many other States and has been the recipient of numerous awards for its excellence.

Up to 75 percent of the cost of an approved project may be reimbursed under the program, whose purpose is to increase the availability of proper waste handling facilities for boaters which will reduce the discharge or poorly treated or untreated sanitary wastes into the waters of Long Island Sound and its harbors, thereby helping to improve water quality.

The CVA program has awarded more than \$12 million in grants since 1993 to fund more than 525 projects in Connecticut providing grants to small marine business owners, a valuable service to boaters, and providing improved water quality in Long Island Sound. It is DEEP's intent to continue funding for these facilities to further improve water quality in Long Island Sound and other boating destinations in Connecticut, including rivers and lakes in inland areas.

For a copy of the Request for Proposals (RFP), visit the DEEP web page at www.ct.gov/deep/cva and select "Grant Program Information" or contact Kate Hughes Brown, Grants and Outreach Coordinator, at (860) 424-3652 or by email at kate.brown@ct.gov.

Able Marine Surveyors

47 Fair Street
Guilford CT 06437

Cell 203 623 1933 E-mail bdrew1133@aol.com

Robert Drew

National Association of Marine Surveyors, Certified Marine Surveyor # 107-828

Society of Accredited Marine Surveyors, Accredited Marine Surveyor # 624

VESSEL SURVEY REPORT

GENERAL CONDITION

This survey sets forth the condition of the vessel, including hull, machinery, equipment, fittings and outfit, to the best of the Surveyor's ability without removing of bulkheads, paneling ceilings or other portions of her structure and without taking borings to ascertain thickness of structure, testing for tightness, and without opening up of her machinery and auxiliaries for internal examination. It represents the honest and unbiased opinion of the surveyor, but in no event is it to be considered a guarantee.

This report is a summary of the findings of the survey performed on 8/14/12 for the Bridgeport Port Authority, with the sole intent to determine the condition and value of the vessel. Two copies of this report are issued. No other copies are authorized. This report contains proprietary information, which is intended for the sole use of the Bridgeport Port Authority, and is not sellable or transferable in any manner or form. This report is copyrighted under the copyright laws of the United States and any reproduction, distribution or use is expressly prohibited.

Work order no.:	81412	Report date:	8/16/12
Survey location:	Captain's Cove Marina, Bridgeport, CT	Afloat:	Yes, Hauled: no
Kind of vessel:	Center Console Outboard	Vessel name:	Bridgeport 23
Year built:	1998	HIN number:	KPN23005H898
Registration no.:	NA	Model no:	High Seas 23
Length:	23' LOA	Designer:	High Seas
Maximum beam:	7'5"	Intended use:	Waste Pump Out Boat
Maximum draft:	2' 6"	Builder:	High Seas (Out of business)
Displacement:	3000 lbs. (w/ engine)	Where built:	Bristol, RI
Cruise speed:	20 kts.		
Name:	Bridgeport Port Authority Attn: Martha Klimas		
Address:	999 Broad St.		
City & State:	Bridgeport, CT 06604		
Waters navigated:	Bridgeport Harbor		
Attending survey:	Robert E. Drew		

General Description

Center console High Seas 23 used for waste pump out.

Exterior Hull, Superstructure & Deck Details

Hull material:	Fiber Reinforced Plastic (FRP) foam cored	Hull finish:	White Gel Coat
Deck material:	FRP cored	Decking finish:	Molded in Non-skid
Railings:	SS bow rail	Rub rail:	Vinyl

General Condition: Good.

Note: The hull and under body sides were inspected and sounded. Percussion sounding with a phenolic hammer indicated some areas of delamination in the cockpit sole.

No areas of normally restricted access or visibility were opened up or uncovered at time of survey. Soft and/or decayed wood, weak fasteners, and or other defects may exist which are not readily apparent. The attending surveyor can not be held liable for any such future findings.

Propulsion Machinery

Engine make:	Honda 150 Four Stroke		
Serial no.	BAPJ-1200028 (2004 ?)		
Engine hrs:	3993.7		
Fuel type:	Gasoline		
Eng. Appearance:	Good		

General Condition: Appears good visually. Engine was not run.

Tanks

Fuel capacity:	Unknown	Material:	Unknown
Waste tank:	350 Gals.	Material:	FRP built into hull

General Condition: Tank is below cockpit sole, and can not be inspected.

Pumps

Bilge, electric:	Rule	Waste Pump:	Edson 120 w/Nord Gear and $\frac{3}{4}$ HP 12VDC electric motor
------------------	------	-------------	---

General Condition: Not tested.

DC Electrical System

Batteries:	(2) # 24, (2) # 31 12VDC	Secure/covered:	Yes
Circuit protect:	Breakers		
Battery charger:	Alternator		
Wiring condition:	Where sighted OK		

General Condition: Systems were not operated.

Navigational Equipment

VHF:	(2) Standard	Chart Plotter:	Garmin
Compass:	Ritchie 3"	Horn:	Hand held
Radar::	Furuno	Depth:	Uniden

General Condition: No equipment was tested or operated.

Additional Equipment

Trailer:	2 axle galvanized w/spare tire		
----------	-----------------------------------	--	--

General Condition: Average, tires in good condition but hydraulics, brake wash system, and electrics need servicing.

Summary & Surveyor Notes

For the purposes of evaluation, the condition & equipment of this vessel is average for her age and type. This vessel is used for waste pump out. She is 14 years old and shows her age. The engine has high hours. This is a purpose built vessel, with the waste pump removed, she could be used for recreational activities, however retail value is low because of the 350 Gallon black water holding tank.

N.A.D.A. Marine Appraisal Guide and local North East comparables were used to determine the values shown below.

Estimated fair market value:

Boat	\$2,500.00
Motor	\$3,000.00
Edson 120 pump	\$1,250.00 (new \$2,500.00)
Trailer	\$ 800.00

Total \$7,550.00

Submitted without prejudice.

Robert E. Drew

Accredited Marine Surveyor (SAMS-AMS)
Certified Marine Surveyor (NAMS-CMS)

BRIDGEPORT PUMP OUT

ABLE MARINE SURVEYORS

as of August 2012

	A	B	C	D	E
1		Equipment	Value		Share values
2	City Title Assets				
3		BOAT	2,500.00		
4		TRAILER	800.00		
5		total	3,300.00		
6		Federal share @ 75%		=	2,475.00
7		City share @ 25%		=	825.00
8					
9					
10	Port Authority acquired assets				
11		MOTOR	3,000.00		
12		EDSON PUMP	1,250.00		
13		total	4,250.00		
14		Federal share @75%		=	3,187.50
15		BPA share @25%		=	1,062.50
16					
17					
18					
19					
20					
21					

(1) *Retention of title.* Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or subgrantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) *Sale of property.* Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or subgrantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) *Transfer of title.* Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or subgrantee shall be paid an amount calculated by applying the grantee or subgrantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

§ 12.72 Equipment.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) *Status.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment shall be used by the grantee or subgrantee in the

program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 12.65(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.





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. #22-13 Referred to ECD&E Committee on 1/21/2014 (CANCELLED)
Carried over to February 3, 2014

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

January 15, 2014

Dear City Clerk:

Attached, please find a resolution that would authorize the Extension of a Tax Incentive Agreement for 285 Maplewood Avenue in support of a \$5 million refurbishment of this 118-unit affordable housing development. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely;


Bill Coleman
Director of Neighborhood Development

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

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 15 P 4: 58
ATTEST
CITY CLERK

A Resolution by the Bridgeport City Council
Authorizing the Extension of a Tax Incentive Agreement
for the
Sycamore Place Apartments,
an Affordable Housing Development
at 285 Maplewood Avenue

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

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

Whereas, Sycamore Place Apartments, located at 285 Maplewood Avenue (the “Property”), is a 118-unit affordable housing development, deed-restricted exclusively for low and moderate income residents earning less than Sixty (60%) percent of the Area’s Median Income;

Whereas the Property, was originally constructed and owned by the Bridgeport Rotary Club Housing Corporation (the “Original Owner”);

Whereas, the Sycamore Housing Associates Limited Partnership, a Connecticut Limited Partnership with an address c/o The Wishcamper Companies, Three Canal Plaza, Suite 501, Portland, Maine 01401, (the “Developer”) purchased the Property for \$4,000,000 on 11/30/2011 and has since invested approximately \$5,000,000 million in the renovation of the Property, including the following improvements: new roof; new windows; new elevators; new kitchens; new floors; new appliances; new fixtures; new paint, as well as an expanded community room; new handicapped accessible units; exterior masonry repairs; new landscaping; parking lot restriping; and signage; (known herein collectively as the “Project”);

Whereas, the Developer is a for-profit limited partnership, the general partner of which is Charlton Realty, the Managing Member for which is the WishCamper Companies, a national affordable housing developer and owner;

Whereas, the Developer manages the Property through its affiliated property management company, Preservation Management Inc (the “Property Manager”), which manages a portfolio of over 10,000 units in 18 states, and has been providing management and resident services at affordable housing properties for more than 17 years;

Whereas, the Property Manager provides the residents with a Resident Services program, which include a part time resident Services Coordinator who is responsible for the implementation of the Services Plan for this property, which includes such programs as:

1. Preventative health care education
2. Information regarding available community services
3. Information regarding available community homemaker services
4. Information regarding available health care for elderly and handicap/disabled individuals
5. Information regarding available community transportation particular service for individuals with mobility impairments
6. Information regarding medication programs
7. Computer and internet use
8. Information on financial counseling
9. Information on mental health counseling
10. Reasonable Accommodation process
11. Description of the special accessibility amenities within the apartments and the property

(known herein collectively as the “Resident Services”);

Whereas, per resolution dated February 7, 1972, the Bridgeport City Council authorized the abatement of up to one-hundred (100%) percent of the real property taxes on the Property, subject to the City of Bridgeport (the “City”) and the Original Owner executing a contract (“Tax Incentive Agreement”) that would, per the Statute, restrict occupancy to persons of low or moderate income and that would obligate the Original Owner to use the tax abatement to allow a monthly occupancy cost consistent with such income levels while providing quality housing, all as per the requirements of State Statute and local ordinance;

Whereas, the Tax Incentive Agreement was executed between the City and the Original Owner on January 14, 1974;

Whereas per City Council resolution dated November 3, 2003, the City Council allowed for the continuation of the Tax Incentive Agreement, allowing that it could be assigned to a future owner beyond the Original Owner, provided that the City Council approve such a future owner;

Whereas, per resolution dated March 7, 2011, the City Council approved the Developer as the future owner and Assignee for the Tax Incentive Agreement;

Whereas, on an administrative level, per the Tax Incentive Agreement, and the City's corollary agreement with the State, the City receives no tax payment directly from the owner of the Property (neither the Original Owner historically nor the Developer going forward), but instead receives a payment from the State, subject to the availability of State funding;

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

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per 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 at 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;

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

NOW THEREFORE BE IT RESOLVED that consistent with all actions taken by the City Council to date with respect to this Property, the Director of the Office of Planning and Economic Development or the Director of the Office of Finance, or their Designee is authorized to negotiate and execute a Tax Incentive Development Agreement consistent with and in conformance with the provisions of the Tax Incentive Agreement of January 14, 1974, carrying such provisions forward for a period not to exceed forty years;

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

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

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers
Telephone (203) 576-7647
Facsimile (203) 576-8252

Comm. #23-13 Referred to Contracts Committee on
1/21/2014 (Cancelled)

Carried over to February 3, 2014

January 15, 2014

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 15 P 4:58
ATTEST
CITY CLERK

Re: Proposed Resolution Concerning Tax Cooperation Agreement between Housing Authority of the City of Bridgeport ("Local Authority") and City of Bridgeport ("Municipality") regarding Maplewood Court Apartments

Dear Ms. Hudson & Ms. Ortiz:

Kindly place the attached draft Resolution on the Agenda for the City Council meeting of Tuesday, January 21, 2014 for referral to the Contracts Committee.

Enclosed herewith are the requisite 25 copies of the proposed resolution.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Thomas McCarthy, City Council President
Adam Wood, COS
Andrew Nunn, CAO
David Kooris, Dir. OPED
Lynn Haig, Senior Planner

CITY COUNCIL RESOLUTION

WHEREAS, the City of Bridgeport (the "City") encourages the creation of housing opportunities for all of its residents; and

WHEREAS, the City encourages the restoration of historically and architecturally significant properties; and

WHEREAS, the Developer, Maplewood School Limited Partnership, or its successor, has created a residential property located at 434 Maplewood Avenue, commonly known as Maplewood Court; and

WHEREAS, residential rents are targeted to low and moderate income households; and

WHEREAS, the project would be economically infeasible without some measure of tax relief from the City; and

WHEREAS, the City of Bridgeport approved a Payment-in-Lieu-of-Taxes (PILOT) for the project, for a period not to exceed ten (10) years, such payment to be based upon the post construction assessed value of the property, and said PILOT expired in 2006; and

WHEREAS, Bridgeport Housing Authority, in association with Mutual Housing Association of SWCT, located eight (8) Father Panik Village replacement units at 434 Maplewood Avenue; and

WHEREAS, upon information and belief the City of Bridgeport, Bridgeport Housing Authority and Mutual Housing Association of SWCT entered into a Cooperation Agreement in April, 1999 governing taxation of these eight (8) units; and

WHEREAS, the Contracts Committee of the City Council of the City of Bridgeport favorably referred the Cooperation Agreement to the Consent Calendar of the City Council for their December 21, 1998 meeting; and

WHEREAS, minutes of the December 21, 1998 City Council meeting are unavailable to document the full City Council's approval of the Cooperation Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bridgeport hereby ratifies and approves that certain Cooperation Agreement for the Maplewood Court project (copy attached) as if adopted on December 21, 1998 and agrees to its implementation effective as of April, 1999.



City of Bridgeport, Connecticut

To the Common Council of the City of Bridgeport:

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

No. 10-98 CONSENT CALENDAR

RESOLVED, That attached Tax Cooperation Agreement between Housing Authority of the City of Bridgeport (the "Local Authority") and City of Bridgeport (called "Municipality") regarding Maplewood Court Apartments be, and it hereby is, in all respects, approved, ratified and confirmed. .

RESPECTFULLY SUBMITTED
CONTRACTS COMMITTEE

Josephine M. Covino

Anden Grogins

Andres Ayala

Maureen E. Driscoll

Joel Gonzalez

Michael J. Marella, Jr.

James Holloway

MAPLEWOOD COURT PROJECT
BRIDGEPORT, CONNECTICUT

COOPERATION AGREEMENT

This Agreement entered into this ____ day of _____, 1998, by and between the Housing Authority of the City of Bridgeport (the "Local Authority") and the City of Bridgeport (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - (a) The term "Project" shall mean the historic renovation of two, three-story turn of the century brick structures, located at 434 Maplewood Avenue, Bridgeport, Connecticut, into a mixed-finance development consisting of a thirty-two (32) unit mutual housing community (the "Dwelling Units"), eight of which Dwelling Units of the Development will be set aside as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended (the "Act") (the "Public Housing Units").
 - (b) The term "Taxing Body" shall mean the State or any political sub-division or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Public Housing Units if they were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to the tenants of the Public Housing Units (excluding all other income associated with the Project), less the costs to the Local Authority or the Maplewood School Apartments Limited Partnership (the "Partnership") associated with the Public Housing Units, pursuant to a certain Regulatory and Operating Agreement between the Local Authority and the Partnership, dated _____, 1998 (the "Regulatory and Operating Agreement").

2. (a) Pursuant to Connecticut General Statutes Section 8-58, the Public Housing Units are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to the Public Housing Units, so long as (i) the Public Housing Units are owned by a public body or governmental agency, or by an agency or instrumentality designated or appointed by the Local Authority and are used for low income housing purposes, or (ii) any contract between the Local Authority and the U.S Department of Housing and Urban Development ("HUD") for loans or annual contributions, or both, in connection with and for the benefit of the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon the Public Housing Units or upon the Partnership, or any other title holder with respect thereto. The Partnership shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Public Housing Units.



Such Payment in Lieu of Taxes shall be considered and treated for all purposes hereunder as real estate taxes.

(b) Each such annual Payment in Lieu of Taxes shall be made at the end of each calendar year, and shall be in an amount equal to ten percent (10%) of the Shelter Rent actually collected but in no event to exceed the Shelter Rent charged during such calendar year, or the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No Payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Public Housing Units were not exempt from taxation.

(d) In no event shall the Municipality take any action that would preclude the Public Housing Units from operation as public housing units pursuant to the terms of the Regulatory and Operating Agreement.

3. Commencing with the date of occupancy of the first of the Public Housing Units, (which shall be deemed to occur upon HUD approval of the Cooperation Agreement and the Annual Contributions Contract's operating subsidy for the Public Housing Units), and continuing so long as (i) the Public Housing Units are owned by a public body or governmental agency and is used for low income housing purposes, or (ii) any contract between the Local Authority and HUD for loan or annual contributions, or both, in connection with and for the benefit of the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, whichever period is the

longest, the Municipality, without cost or charge to the Partnership (other than the Payments in Lieu of Taxes), the Local Authority or the occupants of the Project shall:

- (a) Furnish or cause to be furnished to the occupants of the Public Housing Units public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- (b) Accept grants of easements necessary for the development of the Project.

4. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the tenants of the Public Housing Units, and the Partnership incurs any expense to obtain such services or facilities, then the Partnership, upon order of a court of law having jurisdiction over the matter, may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality hereunder.

5. So long as any contract between the Local Authority and HUD for loans (including preliminary loans) or annual contributions, or both in connection with the Project remains in force and effect, or so long as any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of HUD and the privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project. If at any time the beneficial title to, or possession of the Public Housing Units is held by such other public body or governmental agency, or by a designated agency or instrumentality designated or

appointed by the Local Authority, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Municipality or such designated agency or instrumentality.

IN WITNESS WHEREOF, the Municipality, the Local Authority and the Partnership have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF BRIDGEPORT

Name: _____

By: _____
Honorable Joseph P. Ganin
Mayor

Name: _____

ATTEST:

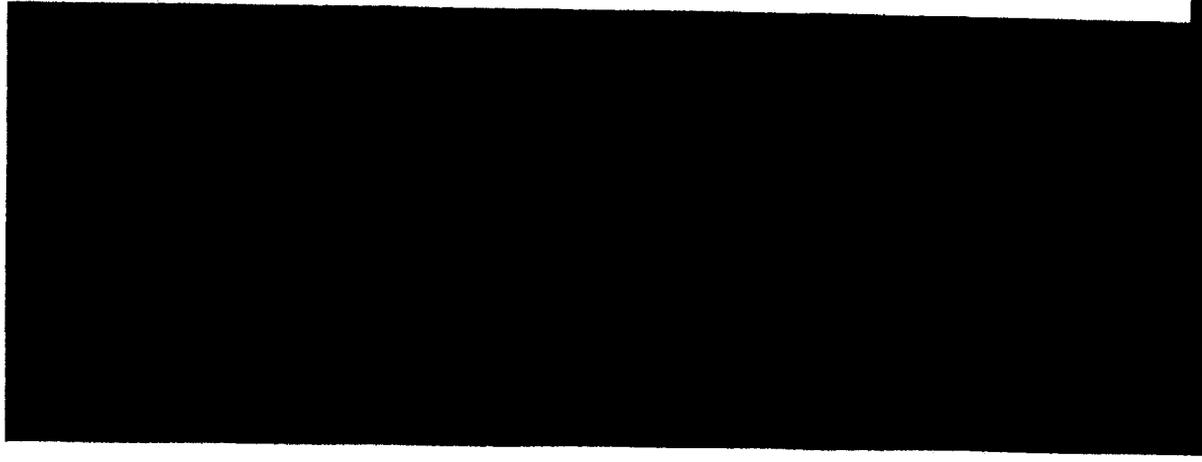
City Clerk

THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT

Name: _____

By: _____
Clarence H. Craig, Jr.
Its Executive Director

Name: _____



STATE OF CONNECTICUT)

) New Haven

COUNTY OF NEW HAVEN)

_____, 1998

Before me, the undersigned officer, personally appeared, Clarence H. Craig, Jr., who acknowledged himself to be the Executive Director of THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such Executive Director and the free act and deed of THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT.

Commissioner of the Superior Court

Notary Public/

My commission expires:

STATE OF CONNBCTICUT)

) New Haven

COUNTY OF NEW HAVEN)

_____, 1998

Before me, the undersigned officer, personally appeared, Larry Kluctsch, who acknowledged himself to be the Assistant Secretary of Maplewood Court Mutual Housing Association, Inc., a Connecticut corporation, general partner of Maplewood School Apartments Limited Partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such officer and the free act and deed of said general partner and limited partnership, before me.

Commissioner of the Superior Court

Notary Public/

My commission expires:



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #24-13 Ref'd to Budget & Appropriations Committee on 02/03/2014.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: January 21, 2014

SUBJECT: **APPROVAL OF TAX ANTICIPATION NOTES**
To Pay Current Expenses and Obligations of the City

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

AKL/mr

Enclosure:

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 24 A 10:12
ATTEST
CITY CLERK

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

**APPROVAL OF TAX ANTICIPATION NOTES
To Pay Current Expenses and Obligations of the City**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$100,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$100,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses,

as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series

on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

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

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



CHARLES M. CARROLL
Director of Parks & Recreation

City of Bridgeport, Connecticut
DEPARTMENT OF PARKS & RECREATION
7 TRUMBULL ROAD
TRUMBULL, CONNECTICUT 06611
TELEPHONE (203) 576-7233
FAX (203) 576-7235

LUANN CONINE
Recreation Superintendent

COMM. #25-13 Referred to Contracts Committee on 02/03/2014

January 17, 2014

TO: Fleeta Hudson, City Clerk

Enclosed are 13 packets for Council review at meeting on February 3rd.
I am requesting you refer this to Contracts Committee for approval

The Golf course, D. Fairchild Wheeler requests council approval to lease the tractor referenced in the contract. City Attorney has reviewed and approved the lease contract, Attorney Conte's signature is affixed on the required document.

Thank you for your consideration

Charles Carroll, Parks Director

CMC/rz

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 27 P 1:09
ATTEST
CITY CLERK



Specialists in
Golf and Turf Equipment

November 18,, 2013

s. Rosemary Zolyomi
ty of Bridgeport
39 Broad Street
ridgeport CT 06604

E: Lease #178648000

ear Ms. Zolyomi,

lease pass this documentation on to the appropriate person who is authorized to sign for the town.

lease note: Stamped signatures are not acceptable. Must have documents with original signatures

nclosed please find the following documentation:

- ① Purchase Agreement: Please have the Authorized signer execute the documents and provide their title. *CMC*
- ② Opinion of Counsel: Please have your attorney sign and provide the name of the law firm, if applicable. (located at the bottom of page 4) *Conte*
- ③ Schedule of Payments: Please date, sign name, print name and title. *CMC*
- ④ Resolution-Certificate of Incumbency: List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized representatives provide their names, titles and signatures on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative by signing and printing his/her name, title and date on the Last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title of the individuals who have authorization to sign the documents. *City Council CMC to assign people*
- ⑤ Certificate of Acceptance: Please complete the form. Sign, but DO NOT DATE. When the equipment is delivered, you will receive a phone call confirming delivery *CMC*
- ⑥ Request for Insurance: Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Please fill in Insurance Agent information, then sign, print name, title and date at the bottom of the page. *- AHY office*
- ⑦ HS Form 8038-GC: Please sign, date and include the title of the signer. *who: Treasurer, Finance, Purchasing*
- ⑧ Minutes of Governing Body (approving the purchase & finance of equipment): Please return a copy with the documents. *DO NOT HAVE*
- ⑨ Sales Tax Exemption Certificate: Please return a copy with the documents
- ⑩ Invoice for advance payment: Please include check in the amount of **\$20,632.16** (made out to: **PNC Equipment Finance**)

Please send all original documentation and check back to my attention to the following address:

ATTN: Sue
Quick Lease Corp
PO Box 1133
Enfield, CT 06083

We appreciate your business and look forward to working with you in the future. Should you have any questions, I can be reached at (860) 253-867.

Sincerely

Sue Milliot
Operations Manager



ORIGINAL

Purchase Order

Fiscal Year 2014

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **14005368-00**

B I L L T O

355
 PARKS ADMINISTRATION
 999 BROAD ST
 FIRST FLOOR
 BRIDGEPORT CT 06604

Delivery must be made within doors of specified destination.

V E N D O R

PNCEF LLC
 995 DALTON AVE
 CINCINNATI OH 45203

S T I T I O

FAIRCHILD WHEELER MAINT GARAGE
 1062 CHURCH HILL RD
 FAIRFIELD CT 06825

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				6245		SAM K 203.673.3438	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
11/08/2013	106484	11/05/2013			PARKS ADMINISTRATION		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	FWST28814A LAWN & GROUNDS MTCE GOLF PURCHASE PROCOREBLOWER PROCORE648 MULTIPRO5800 AS PER SALES ORDER AGREEMENT NUMBERS 76432,76433,76444 LEASE OF INDUSTRIAL EQUIPMENT 01 -03-030-331-000-55145 \$20,382.16 STATE CONTRACT 10PSX0307 LAWN AND GROUNDS MTCE EQUIPMENT END DATE 1/31/14 TOTAL \$20, 382.16			20382.2	EA	\$1.000	\$20,382.16

DEPARTMENT COPY

PO Total **\$20,382.16**

City of Bridgeport

Check Number: 00089347

11/17/2013	178648000	CUSTOMER#1164628	PO# 14005368	Voucher - 14020376	\$20,632.16
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Form AB 106484 businessforms.com 877.749.2090

PNCEF LLC

00089347

12/27/2013

\$20,632.16

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE



City of Bridgeport
Office of the City Treasurer
45 Lyon Terrace
Bridgeport, CT 06604

Vendor Number	Check Date	Check Number	51-57
106484	12/27/2013	00089347	119

VOID 180 DAYS FROM DATE OF ISSUE

\$20,632.16

Pay Twenty Thousand Six Hundred Thirty Two Dollars and 16 cents *****

To The Order Of

PNCEF LLC
995 DALTON AVE
CINCINNATI OH 45203

00089347

Anne Kelly Long

Chief Financial Officer

[Signature]

MP

Bank of America
Hartford, CT

Treasurer

MP

⑈00089347⑈ ⑆01190057⑆ 0000056162⑈

Lease-Purchase Agreement

Dated as of November 15, 2013

Lease Number: 178648000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CT 06604

FEDERAL TAX ID
066 001865

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Payment Schedule Lease Term is for 60 months, with Rent payments due in Advance monthly; quarterly; semi-annual; annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of

- Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
 8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
 9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
 10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
 11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
 12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
 13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
 15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
 16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
 17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have

been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange

Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

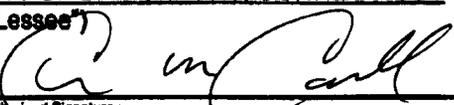
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

CITY OF BRIDGEPORT, CONNECTICUT

("Lessee")

X 
Authorized Signature

Charles U. Carroll

Print Name

Director

Title

11/20/13

Date

999 BROAD STREET

BRIDGEPORT, CT 06604

PNC Equipment Finance, LLC

("Lessor")

X _____
Authorized Signature

Print Name

Title

995 Dalton Ave.

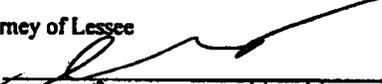
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Connecticut.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: 

Print Name: Gregory M Conte

Law firm: City Attorneys Office

SCHEDULE OF PAYMENTS

Lease Number 178648000

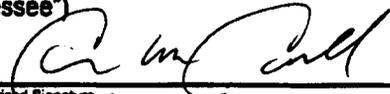
Attached to and made a part of that certain Lease-Purchase Agreement dated as of November 15, 2013 by and between PNC Equipment Finance, LLC, as Lessor, and CITY OF BRIDGEPORT, CONNECTICUT, as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination*
1		\$20,382.16	\$0.00	\$20,382.16	\$74,060.35
2		\$20,382.16	\$3,755.00	\$16,627.16	\$56,934.37
3		\$20,382.16	\$2,886.68	\$17,495.48	\$38,914.03
4		\$20,382.16	\$1,973.02	\$18,409.14	\$19,952.61
5		\$20,382.16	\$1,011.64	\$19,370.52	\$1.00

*As provided in Section 21 of the Lease-Purchase Agreement.

CITY OF BRIDGEPORT, CONNECTICUT
("Lessee")

X 
 Authorized Signature
 Charles M. Carroll
 Print Name
 Director 11/20/13
 Title

999 BROAD STREET
BRIDGEPORT, CT 06604

PNC Equipment Finance, LLC
("Lessor")

By: _____
Title _____

995 Dalton Ave.
Cincinnati, OH 45203

**RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 178648000**

Lessee: CITY OF BRIDGEPORT, CONNECTICUT

Amount \$92,285.41

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

X Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES * AUTHORIZED LEASE SIGNORS ONLY

x Charles M. Carroll x Director

[Handwritten Signature]

Name

Title

Signature

Name

Title

Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

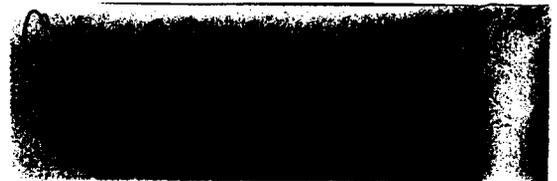
The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF BRIDGEPORT, CONNECTICUT

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____



CERTIFICATE OF ACCEPTANCE

Lease Number: 178648000

Quantity	Description	Serial No.
1	Toro 5800	
1	Toro Pro Core 648	
1	Toro Blower	

Lessee, through its authorized representative, hereby certifies to Lessor that:

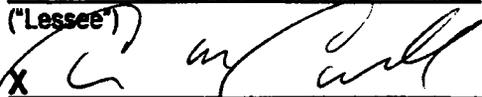
1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

CITY OF BRIDGEPORT, CONNECTICUT

("Lessee")

X 
Authorized Signature

Print Name

Title

Date

999 BROAD STREET
BRIDGEPORT, CT 06604

REQUEST FOR INSURANCE COVERAGE

November 17, 2013

**CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CT 06604**

**Re: Insurance Coverage Requirements for Equipment Financing Transaction between PNC
Equipment Finance LLC
and CITY OF BRIDGEPORT, CONNECTICUT**

Before funding your transaction, requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance LLC will have an insurable interest in the following equipment:

Quantity	Description
1	Toro 5800
1	Toro Pro Core 648
1	Toro Blower

As a condition to entering into the equipment financing transaction, requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of . PNC Equipment Finance LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for thirty (30) days written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming as follows:

PNC Equipment Finance LLC, and its successors and assigns, as lender loss payee
995 Dalton Avenue
Cincinnati, OH 45203
Attn: Insurance Department

When completed, the evidence of insurance should be faxed to 866-463-1260.

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Bridgeport, Connecticut		2 Issuer's employer identification number (EIN) 06601865	
3 Number and street (or P.O. box if mail is not delivered to street address) 999 Broad Street		Room/suite	
4 City, town, or post office, state, and ZIP code Bridgeport, CT 06604		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$92,285.41
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d align="right">x
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent
 Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.


12/13/13
Finance Director

Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶		Phone no.	

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(E)(i)(ii).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 45 min.
 Preparing the form 2 hr., 22 min.
 Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

HA return with document package

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
PNC Bank National Association

Business name/disregarded entity name, if different from above
PNC Equipment Finance, LLC

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
995 Dalton Avenue

City, state, and ZIP code
Cincinnati, OH 45203

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

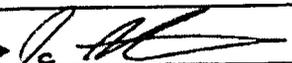
Employer identification number									
2	2	-	1	1	4	6	4	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **11/14/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

16-13

RESOLUTION

By Councilmember(s): Thomas C. McCarthy

District: 133rd

Introduced at a meeting
of the City Council, held:

January 21, 2014 (Cancelled) Carried over to
February 3, 2014

Referred to: **ORDINANCE COMMITTEE**

Council Review and Possible Revisions to the City's Purchasing
and Procurement Ordinance, Chapter 3.08 City Contract and
Purchasing Procedures.

(SEE ATTACHED)

Attest: _____

City Clerk

Referrals Made:

Critical Emergency Purchase means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences defriment to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning. The Purchasing Agent should use the Informal Competitive Quotation Process for Critical Emergency Purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. Last-minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the Mayoral Bid Waiver process set forth hereih.

Qualified Purchase means a purchase of goods or services where either there is only one source for such purchase, a purchase from a special source will provide a lower cost than would result from Competitive Bidding, time is critical and the purchase could not have been planned, or the purchase involves items whose prices are controlled by federal or state regulation.

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Ex 1-116-12

RESOLUTION

Whereas, important provisions of the City's Purchasing Ordinance will be improved by the implementation of more strict procedures, sections concerning the Waiver of Competitive Bidding in Critical Emergencies and Qualified Purchases should be revised.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BRIDGEPORT CITY COUNCIL THAT THE PURCHASING ORDINANCE SHALL BE AMENDED AS FOLLOWS:

G. Waiver of Competitive Processes in Critical Emergencies.

1. Waiver of Competitive Bidding For Critical Emergency Purchases.

(a) The Contracting Officer shall set forth in writing to the Purchasing Agent the reasons why Public Advertising and Competitive Bidding or other competitive process otherwise required by this Section should be waived accompanied by an integrity affidavit on a form approved by the City Attorney. Critical Emergency Purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described. The Purchasing Agent shall initially determine whether a Critical Emergency Purchase is appropriate and, if circumstances allowse, shall make a written recommendation to the Mayor to grant such a waiver of Public Advertising and Competitive Bidding. The Mayor shall consider the matter and issue a Mayoral Bid Waiver if appropriate, shall issue a Mayoral Bid Waiver or, in his/her absence the Chief Administrative Officer Council president shall consider and decide such matter and issue a Mayoral Bid Waiver; before any Critical Emergency Purchase may be made.

(b) After the issuance of any Mayoral Bid Waiver, the Purchasing Agent shall inform ~~the Contracting Officer, who shall submit written certification of the selection of~~ provide the name of the particular vendor or vendors and other pertinent details within five (5) working days after such purchase to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP.

(c) Due to the time-sensitive nature of Critical Emergency Purchases, email communications and oral communications subsequently confirmed in writing may be utilized to speed the communication of requests and action on such requests.

2. Waiver of Competitive Bidding For Qualified Purchases.

(a) Purchases other than Critical Emergency Purchases may be made without Competitive Bidding ~~or other competitive processes otherwise required by this Section for the following reasons:~~

(i) Only one (1) qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted or installed by non-authorized installers without adverse effects or complications.

(ii) Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, that will provide a substantially lower cost than that which would result from a competitive process.

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~~(iii) Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.~~

(iii) The purchase involves items that are regulated by the prices of which are federal or state government regulated.

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(b) A request for a Qualified Purchase requires the following steps to be taken in order: (i) the Contracting Officer's submission of a detailed memo with all back-up documentation explaining the need to make a purchase in this manner accompanied by an integrity affidavit on a form approved by the City Attorney, (ii) a certification by the Purchasing Agent shall make written certification of the reasons for that the request supports the waiver of Competitive Bidding or Public Advertisement, (iii) the Contracting Officer's reasons to the Purchasing Agent for the selection of the particular vendor or vendors, and other pertinent details, and (iv) if approved, the Purchasing Agent's submission of his/her report of within five (5) working days after such purchase within five (5) working days to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP. If the request for a Qualified Purchase is not approved, the purchase shall be made in accordance with approved purchasing methods set forth herein.

RESOLUTION

Whereas, important provisions of the City's Purchasing Ordinance will be improved by the implementation of more strict procedures, sections concerning the Waiver of Competitive Bidding in Critical Emergencies and Qualified Purchases should be revised.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BRIDGEPORT CITY COUNCIL THAT THE PURCHASING ORDINANCE SHALL BE AMENDED AS FOLLOWS:

G. Waiver of Competitive Processes in Critical Emergencies.

1. Waiver of Competitive Bidding For Critical Emergency Purchases.

(a) The Contracting Officer shall set forth in writing to the Purchasing Agent the reasons why Public Advertising and Competitive Bidding or other competitive process otherwise required by this Section should be waived accompanied by an integrity affidavit on a form approved by the City Attorney. Critical Emergency Purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described. The Purchasing Agent shall initially determine whether a Critical Emergency Purchase is appropriate and, if circumstances allow, shall make a written recommendation to the Mayor to grant a waiver of Public Advertising and Competitive Bidding. The Mayor shall consider the matter and if appropriate, shall issue a Mayoral Bid Waiver or, in his/her absence the Chief Administrative Officer shall consider and decide such matter and issue a Mayoral Bid Waiver before any Critical Emergency Purchase may be made.

(b) After the issuance of any Mayoral Bid Waiver, the Purchasing Agent shall provide the name of the particular vendor and other pertinent details within five (5) working days after such purchase to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP.

(c) Due to the time-sensitive nature of Critical Emergency Purchases, email communications and oral communications subsequently confirmed in writing may be utilized to speed the communication of requests and action on such requests.

2. Waiver of Competitive Bidding For Qualified Purchases.

(a) Purchases other than Critical Emergency Purchases may be made without Competitive Bidding for the following reasons:

(i) Only one (1) qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted or installed by non-authorized installers without adverse effects or complications.

(ii) Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance that will provide a substantially lower cost than would result from a competitive process.

(iii) The purchase involves items that are regulated by federal or state government.

(b) A request for a Qualified Purchase requires the following steps to be taken in order: (i) the Contracting Officer's submission of a detailed memo with all back-up documentation explaining the need to make a purchase in this manner accompanied by an integrity affidavit on a form approved by the City Attorney, (ii) a certification by the Purchasing Agent that the request supports the waiver of Competitive Bidding or Public Advertisement, (iii) the Contracting Officer's reasons to the Purchasing Agent for the selection of the particular vendor,, and (iv) if approved, the Purchasing Agent's submission of his/her report of such purchase within five (5) working days to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP. If the request for a Qualified Purchase is not approved, the purchase shall be made in accordance with approved purchasing methods set forth herein.

Ex #2-116-12

**INTEGRITY AFFIDAVIT OF
CONTRACTING OFFICER INVOLVED IN RECOMMENDING A CRITICAL
EMERGENCY PURCHASE OR A QUALIFIED PURCHASE**

Re: Proposed Award of Contract to _____
("Contractor") for _____ ("Work") Without
Public Advertising or Competitive Bidding

All Critical Emergency Purchases and Qualified Purchases requested under City Ordinance Chapter 3.08.070(G)(1) and (G)(2) must be accompanied by this affidavit signed by the City's Contracting Officer making such request. [All capitalized terms not defined herein have the meanings assigned to them in the City's purchasing ordinance.]

I, _____, the Contracting Officer requesting this purchase, hereby swear that, during the three (3) years preceding the date of this affidavit, I have not received, or been offered, any gift as defined in Conn. Gen. Stat. § 1-79(e)(12) (see attached excerpt), from the Contractor, including a gift for the celebration of a major life event as described therein from any person I know or have reason to believe to be an employee, owner, shareholder, officer, director, member or agent of the Contractor, except for the following (provide details) (if none, write "NONE" in the space below):

I further hereby swear that, during the three (3) years preceding the date of this affidavit, I have not been coerced, threatened, or pressured by any person to affect any decision I have made regarding the request to award any contract involving the Contractor.

I understand that the City of Bridgeport will rely upon the truthfulness and accuracy of this affidavit in connection with my request and that making a false or incomplete statement or misrepresenting or omitting facts may result in disciplinary action under the City Code of Ethics or under the City Purchasing Ordinance.

Name:
Job Title or Position:

Date

Sworn to and subscribed before me this ____ day of _____

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Commissioner of the Superior Court
Notary Public
My commission expires: _____

Section 1-79, Connecticut General Statutes, states in part:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a;

(2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

(4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

(5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this subdivision, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;

(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;

(7) A rebate, discount or promotional item available to the general public;

(8) Printed or recorded informational material germane to state action or functions;

(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;

(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the

established geographic service area of the organization hosting the reception;

(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event, provided any such gift provided by an individual who is not a member of the family of the recipient shall not exceed one thousand dollars in value;

(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars; or

(17) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor.

Ex 3-116-12

RESOLUTION

Whereas, important provisions of the City's Purchasing Ordinance will be improved by the implementation of more strict procedures, sections concerning the Waiver of Competitive Bidding in Critical Emergencies and Qualified Purchases should be revised.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BRIDGEPORT CITY COUNCIL THAT THE PURCHASING ORDINANCE SHALL BE AMENDED AS FOLLOWS:

A. Definitions

"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning. The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. ~~Last minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the mayoral bid waiver process set forth herein, which could have been anticipated through proper advance planning shall not qualify as Critical Emergency Purchases.~~

G. Waiver of Competitive Processes in Critical Emergencies.

1. Waiver of Competitive Bidding For Critical Emergency Purchases.

(a) The Contracting Officer shall set forth in writing to the Purchasing Agent the reasons why Public Advertising and Competitive Bidding or other competitive process otherwise required by this Section should be waived. Such writing shall include:

(i) a description of the potential risk to human life, significant property damage or consequences detrimental to the city's best interest which, in the Contracting Agent's opinion, satisfy the definition of a "Critical Emergency Purchase" as set forth herein.

(ii) a description of why such purchase could not have been previously anticipated through proper advance planning, thus preventing the purchase to have been made in accordance with approved purchasing methods set forth herein.

(b) The Contracting Officer shall also -accompanied by an submit an integrity affidavit on a form approved by the City Attorney.

~~Critical Emergency Purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described.~~

(c) The Purchasing Agent shall initially determine whether determine upon reasonable inquiry, whether a Critical Emergency Purchase is appropriate in that there is a potential risk to human life, significant property damage or consequences detrimental to the city's best interest and that the purchase could not have been anticipated through proper advance planning, and,

(d) If the Purchasing Agent determines that a Critical Emergency Purchase is appropriate, if circumstances allow, the Purchasing Agent shall make a written recommendation

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to the Mayor to grant a waiver of Public Advertising and Competitive Bidding, which recommendation shall include:

(i) a description of the potential risk to human life, significant property damage or consequences detrimental to the city's best interest which satisfy the definition of a "Critical Emergency Purchase" as set forth herein.

(ii) a description of why such purchase could not have been previously anticipated through proper advance planning, thus preventing the purchase to have been made in accordance with approved purchasing methods set forth herein.

(e) —The Mayor shall consider the matter and if appropriate, shall issue a Mayoral Bid Waiver or, in his/her absence the Chief Administrative Officer shall consider and decide such matter and issue a Mayoral Bid Waiver before any Critical Emergency Purchase may be made.

(bf) After the issuance of any Mayoral Bid Waiver, the Purchasing Agent shall provide a copy of the Bid Wayer, a copy of his written recommendation of the Mayor, the name of the particular vendor and other pertinent details within five (5) working days after such purchase to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP.

(g) Critical Emergency Purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described.

(he) Due to the time-sensitive nature of Critical Emergency Purchases, email communications and oral communications subsequently confirmed in writing may be utilized to speed the communication of requests and action on such requests.

2. **Waiver of Competitive Bidding For Qualified Purchases.**

(a) Purchases other than Critical Emergency Purchases may be made without Competitive Bidding for the following reasons:

(i) Only one (1) qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted or installed by non-authorized installers without adverse effects or complications.

(ii) Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance that will provide a substantially lower cost than would result from a competitive process.

(iii) The purchase involves items that are regulated by federal or state government.

(b) A request for a Qualified Purchase requires the following steps to be taken in order: (i) the Contracting Officer's submission of a detailed memo with all back-up documentation explaining the need to make a purchase in this manner accompanied by an integrity affidavit on a form approved by the City Attorney, (ii) a certification by the Purchasing Agent that the request

supports the waiver of Competitive Bidding or Public Advertisement, (iii) the Contracting Officer's reasons to the Purchasing Agent for the selection of the particular vendor,, and (iv) if approved, the Purchasing Agent's submission of his/her report of such purchase within five (5) working days to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP. If the request for a Qualified Purchase is not approved, the purchase shall be made in accordance with approved purchasing methods set forth herein.

Ortiz, Frances

From: Pacacha, Ronald
Sent: Monday, October 07, 2013 1:30 PM
To: Ortiz, Frances
Subject: FW: Proposed Changes to Purchasing Ordinance Regarding Critical Emergency Purchases and Qualified Purchases
Attachments: Proposed Changes to Purchasing Ordinance--Critical Emergencies and QPs--October 4 13 (RJP) R.docx; Proposed Changes to Purchasing Ordinance--Critical Emergencies and QPs--October 4 13 (RJP) CLEAN.docx; Proposed Changes to Purchasing and MBE Ordinance--Critical Emergency and QPs--Integrity Affidavit-October 4 13 (RJP) CLEAN.doc

Frances, in case you have not been provided with the proposed changes to the Purchasing Ordinance to be discussed at tonight's Ordinance Committee meeting, attached are the proposed changes that I sent to Tom McCarthy and the Administration on Friday, October 4. In a conversation with Andy Nunn this morning, he believed that someone (perhaps Tom) had send the proposed resolutions to the Council, the Ordinance Committee members, and to your office. So, I am provided these to you in case no one else has. If you have any questions, let me know. Thanks, Ron

In anticipation of the Ordinance Committee meeting scheduled for Monday, October 7, 2013 at 5:15 p.m., attached are proposed amendments to two sections of the Purchasing Ordinance relating to Critical Emergency Purchases and Qualified Purchases. Also attached is a clean copy of the proposed changes. Lastly, I have attached a copy of a proposed Integrity Affidavit that each person who requests either a Critical Emergency Purchase or a Qualified Purchase will have to submit with such request as required by the proposed changes to the ordinance.

To the extent that such proposed changes are acceptable to the Ordinance Committee in their current form with modifications, the Co-Chairs may want to order a public hearing on the changes so that the City Council can take final action on these changes at its second October meeting in order for such changes to be implemented prior to the expiration of this Council session.

If you have any questions, please let me know. Thank you.

Ronald J. Pacacha,
Associate City Attorney
City Hall Annex
999 Broad Street, 2nd Floor
Bridgeport, CT 06604
Tel. (203) 576-7647
Fax. (203) 576-8252

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RESOLUTION

Whereas, important provisions of the City's Purchasing Ordinance will be improved by the implementation of more strict procedures, sections concerning the Waiver of Competitive Bidding in Critical Emergencies and Qualified Purchases should be revised.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BRIDGEPORT CITY COUNCIL THAT THE PURCHASING ORDINANCE SHALL BE AMENDED AS FOLLOWS:

G. Waiver of Competitive Processes in Critical Emergencies.

1. Waiver of Competitive Bidding For Critical Emergency Purchases.

(a) The Contracting Officer shall set forth in writing to the Purchasing Agent the reasons why Public Advertising and Competitive Bidding or other competitive process otherwise required by this Section should be waived accompanied by an integrity affidavit on a form approved by the City Attorney. Critical Emergency Purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described. The Purchasing Agent shall initially determine whether a Critical Emergency Purchase is appropriate and, if circumstances allow, shall make a written recommendation to the Mayor to grant such a waiver of Public Advertising and Competitive Bidding. The Mayor shall consider the matter and issue a Mayoral Bid Waiver if appropriate, shall issue a Mayoral Bid Waiver or, in his/her absence the Chief Administrative Officer Council president shall consider and decide such matter and issue a Mayoral Bid Waiver, before any Critical Emergency Purchase may be made.

(b) After the issuance of any Mayoral Bid Waiver, the Purchasing Agent shall inform the Contracting Officer, who shall submit written certification of the selection of provide the name of the particular vendor or vendors and other pertinent details within five (5) working days after such purchase to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP.

(c) Due to the time-sensitive nature of Critical Emergency Purchases, email communications and oral communications subsequently confirmed in writing may be utilized to speed the communication of requests and action on such requests.

2. Waiver of Competitive Bidding For Qualified Purchases.

(a) Purchases other than Critical Emergency Purchases may be made without Competitive Bidding ~~or other competitive processes otherwise required by this Section~~ for the following reasons:

(i) Only one (1) qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted or installed by non-authorized installers without adverse effects or complications.

(ii) Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, that will provide a substantially lower cost than that which would result from a competitive process.

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~~(iii) Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.~~

~~(iiiiv) The purchase involves items that are regulated by the prices of which are federal or state government regulated.~~

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(b) A request for a Qualified Purchase requires the following steps to be taken in order: (i) the Contracting Officer's submission of a detailed memo with all back-up documentation explaining the need to make a purchase in this manner accompanied by an integrity affidavit on a form approved by the City Attorney, (ii) a certification by the Purchasing Agent shall make written certification of the reasons for that the request supports the waiver of Competitive Bidding or Public Advertisement, (iii) the Contracting Officer's reasons to the Purchasing Agent for the selection of the particular vendor or vendors, and other pertinent details, and (iv) if approved, the Purchasing Agent's submission of his/her report of within five (5) working days after such purchase within five (5) working days to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP. If the request for a Qualified Purchase is not approved, the purchase shall be made in accordance with approved purchasing methods set forth herein.

RESOLUTION

Whereas, important provisions of the City's Purchasing Ordinance will be improved by the implementation of more strict procedures, sections concerning the Waiver of Competitive Bidding in Critical Emergencies and Qualified Purchases should be revised.

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(b) After the issuance of any Mayoral Bid Waiver, the Purchasing Agent shall provide the name of the particular vendor and other pertinent details within five (5) working days after such purchase to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP.

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(iii) The purchase involves items that are regulated by federal or state government.

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(b) A request for a Qualified Purchase requires the following steps to be taken in order: (i) the Contracting Officer's submission of a detailed memo with all back-up documentation explaining the need to make a purchase in this manner accompanied by an integrity affidavit on a form approved by the City Attorney, (ii) a certification by the Purchasing Agent that the request supports the waiver of Competitive Bidding or Public Advertisement, (iii) the Contracting Officer's reasons to the Purchasing Agent for the selection of the particular vendor,, and (iv) if approved, the Purchasing Agent's submission of his/her report of such purchase within five (5) working days to the Mayor, the City Council, the Director of Finance, the Director of the Office of Policy and Management, and the BPP. Such purchases shall be included in the Purchasing Agent's quarterly report to the BPP. If the request for a Qualified Purchase is not approved, the purchase shall be made in accordance with approved purchasing methods set forth herein.

**INTEGRITY AFFIDAVIT OF
CONTRACTING OFFICER INVOLVED IN RECOMMENDING A CRITICAL
EMERGENCY PURCHASE OR A QUALIFIED PURCHASE**

Re: Proposed Award of Contract to _____
("Contractor") for _____ ("Work") Without
Public Advertising or Competitive Bidding

All Critical Emergency Purchases and Qualified Purchases requested under City Ordinance Chapter 3.08.070(G)(1) and (G)(2) must be accompanied by this affidavit signed by the City's Contracting Officer making such request. [All capitalized terms not defined herein have the meanings assigned to them in the City's purchasing ordinance.]

I, _____, the Contracting Officer requesting this purchase, hereby swear that, during the three (3) years preceding the date of this affidavit, I have not received, or been offered, any gift as defined in Conn. Gen. Stat. § 1-79(e)(12) (see attached excerpt), from the Contractor, including a gift for the celebration of a major life event as described therein from any person I know or have reason to believe to be an employee, owner, shareholder, officer, director, member or agent of the Contractor, except for the following (provide details) (if none, write "NONE" in the space below):

I further hereby swear that, during the three (3) years preceding the date of this affidavit, I have not been coerced, threatened, or pressured by any person to affect any decision I have made regarding the request to award any contract involving the Contractor.

I understand that the City of Bridgeport will rely upon the truthfulness and accuracy of this affidavit in connection with my request and that making a false or incomplete statement, misrepresenting or omitting facts may result in disciplinary action under the City Code of Ethics under the City Purchasing Ordinance.

Name: _____
Job Title or Position: _____

Date _____, 20____

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Sworn to and subscribed before me this _____ day of _____, 20____

Commissioner of the Superior Court
Notary Public
My commission expires: _____

Section 1-79, Connecticut General Statutes, states in part:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a;

(2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

(4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

(5) Goods or services (A) which are provided to a state agency or quasi-public agency (i) for use on state or quasi-public agency property, or (ii) that support an event, and (B) which facilitate state or quasi-public agency action or functions. As used in this subdivision, "state property" means (i) property owned by the state or a quasi-public agency, or (ii) property leased to a state agency or quasi-public agency;

(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;

(7) A rebate, discount or promotional item available to the general public;

(8) Printed or recorded informational material germane to state action or functions;

(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;

(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the

established geographic service area of the organization hosting the reception;

(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event, provided any such gift provided by an individual who is not a member of the family of the recipient shall not exceed one thousand dollars in value;

(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars; or

(17) Training that is provided by a vendor for a product purchased by a state or quasi-public agency which is offered to all customers of such vendor.

Chapter 3.08 CITY CONTRACT AND PURCHASING PROCEDURES

Sections:

- 3.08.010 Established--Appointment--Term--Powers and duties.
- 3.08.020 Purchasing agent--Head of office.
- 3.08.030 Proposed draft of annual purchasing policy statement.
- 3.08.040 Execution of contracts--Consultation with city attorney.
- 3.08.050 Contracts--Duplicates to be made.
- 3.08.060 Sale of department personal property--Made through office of public purchases.
- 3.08.070 Purchasing procedure.
- 3.08.080 Deleted.
- 3.08.090 Disqualification of vendors from doing business with the city--Procedure.
- 3.08.100 Certified checks or bid bonds--Required when--Procedure.
- 3.08.110 Public hearing on sale of city-owned property--Advertisement.
- 3.08.120 Prevailing union wage rate on all city contracts required.
- 3.08.130 Insurance.
- 3.08.140 Unauthorized activities prohibited--Liability.
- 3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

3.08.010 Established--Appointment--Term--Powers and duties.

- A. There shall be a board of public purchases, consisting of the director of finance and four members appointed by the mayor. The members appointed by the mayor shall be knowledgeable concerning or experienced in procurement, finance, business or public administration or other disciplines related to the work of the department. In January 1993, the mayor shall appoint four members of the board of public purchases, each of whom shall serve for a term ending March 31, 1993. Thereafter members of such board shall be appointed in the manner and for the terms provided for in Chapter 8, Section 14(a) and Chapter 22, Section 10 of the charter of the city.
- B. The board shall elect one of the members appointed by the mayor as president and may elect such other officers as it deems necessary. The members of the board shall serve without compensation.
- C. The board of public purchases so appointed shall have all of the powers and perform all of the duties vested in the board of public purchases by the charter and code.

(Ord. dated 12/21/92 § 11)

3.08.020 Purchasing agent--Head of office.

The head of the office of public purchases shall be a purchasing agent appointed pursuant to the provisions of the charter of the city.

(Ord. dated 12/21/92 § 10)

3.08.030 Proposed draft of annual purchasing policy statement.

Not later than April 1st of each year, the purchasing agent shall submit to the board of public purchases a proposed draft of the annual purchasing policy statement, required by Chapter 8, Section 14(b) of the city charter. The board of public purchases shall review and approve such statement prior to the start of the next fiscal year.

(Ord. dated 12/21/92 § 13)

3.08.040 Execution of contracts--Consultation with city attorney.

The mayor shall execute all contracts made on behalf of the city unless the city council shall by ordinance or resolution otherwise direct and before executing the same he shall consult with the city attorney in relation to the proper legal form and sufficiency thereof.

(Ord. dated 12/21/92 § 14: prior code § 2-273)

3.08.050 Contracts--Duplicates to be made.

All contracts made by the city shall be in duplicate, one of which shall be retained by the city and filed in the office of the director of finance and the other of which shall be delivered to the contracting party.

(Ord. dated 12/21/92 § 15: prior code § 2-274)

3.08.060 Sale of department personal property--Made through office of public purchases.

Whenever any by-product or other personal property of any department of the city which makes its purchases through the office of public purchases shall be sold the sale shall be made through the office of public purchases.

(Ord. dated 12/21/92 § 12)

3.08.070 Purchasing procedure.

Purpose. The city recognizes the importance of adopting a comprehensive purchasing ordinance that authorizes the use of modern procurement practices, provides for electronic processing and monitoring of purchasing activities, and establishes responsibility for oversight and reporting within city government.

A. Definitions. For the purpose of this section, the following definitions shall apply:

"Approved communication methods" means any communication required or desired to be made in connection with a purchase provided, however, that such communication is by hand, by overnight or guaranteed delivery service, by deposit in a depository of the United States Postal Service properly addressed and postage prepaid, by facsimile transmission delivered to the intended addressee, or by electronic communication including but not limited to e-mail or other electronic means delivered to the intended addressee, or otherwise approved by official policy of the board of public purchases.

"Audit rights" means the city's independent right to audit charges, costs, expenses, payments, setoffs, change orders and other expenditures under any purchase arrangement whether or not such right is specifically included in the bid package or other documents related to the purchase.

"Authorized pricing methods" means one of several permitted methods for obtaining informal competitive price quotations in the purchase of goods, general services, special or professional services where permitted herein provided, however, that such quotation is obtained in hard copy by e-mail, facsimile, computer or other electronic communication to the contracting officer, by current catalog price or price sheet, internet quote, or other method approved by the board of public purchases.

"Award" means the purchasing agent's announcement of the selection of the apparent: (a) responsible low bidder in a competitive bid process; (b) most qualified and responsible bidder in a QBS selection process; (c) responsible bidder(s) in a consolidated purchasing process; or (d) responsible bidder in any other selection process authorized herein; provided, however, that an award or notification of intent to make an award does not create a legal right in the bidder regarding the subject matter of the bid or entitlement to a contract, but is intended to inform the bidder that additional obligations of the bid must be met, such as the posting of surety and evidence of insurance, negotiation of a contract, and securing proper approval of the party authorized to enter into a contract or obligation binding upon the city.

"Best value" means, during a competitive bidding process or request for proposal

process, the purchasing agent, after considering the recommendations of the contracting officer, if any, may consider the following factors in determining to make an award to a bidder other than the apparent lowest responsible bidder: (a) the bidder's price; (b) the bidder's business reputation; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the city's needs; (e) the bidder's current or past relationship with the city; (f) the impact on the city's ability to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (g) the total long-term cost to the city to acquire the bidder's goods or services; and (h) any relevant criteria specifically listed in the bid documents. The city reserves the right to make an award either to the lowest responsible bidder or to the bidder that provides goods or services having the best value to the city.

"Bidder" means any person, sometimes referred to herein as a vendor or proposer, seeking to do business with the city pursuant to this section, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability partnership, limited liability company, or any other private legal entity, each of which shall be required to disclose in its bid, whether or not the bid documents specifically make such request, the names and addresses of the bidder's officers, directors, members and owners holding five percent or more in ownership of the bidder or its parent at the time of the submission of its bid, which obligation to disclose shall continue for the duration of the bidder's relationship with the city.

"Bidder list" means a mailing or notification list, maintained by the city, of all suppliers, vendors, contractors or service providers who have made a request by an approved communication method to receive notice of the city's intent to make particular purchases, which bidder list does not imply that such those parties on it have been pre-qualified or pre-approved to do business with the city. The city reserves the right to charge a nominal maintenance fee to those parties that desire to be included on the bidder list to cover the city's cost of making and keeping the same.

"Board of public purchases" or "BPP" means the board created by charter responsible to discharge the duties described therein and herein with respect to the city's purchasing process, including, but not limited to, hearing and determining appeals taken from decisions made by the purchasing agent, preparing reports of its activities in overseeing the city's purchasing practices, establishing purchasing policies, rules and regulations in furtherance of this section, publishing annual purchasing statements, and the like. The official policies, working rules and regulations adopted shall, on their respective effective dates, be published, applicable to and used in the implementation and interpretation of this section, and shall not otherwise be contrary to or in derogation of the rights, duties and responsibilities of city officials, executives and administrators set forth in the charter and ordinances, as the same may be amended from time to time.

"Brand name;" "brand name or equal specification" means a bid specification (a) limited to one or more items according to manufacturer name, product code or catalog number (brand name specification), or (b) providing the information stated in (a) above to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements but allowing for the submission of equivalent products.

"Consolidated purchasing" means a centralized purchasing method whereby the

purchasing agent determines annually, based upon the anticipated purchases projected by contracting officers and his/her own experience, that the purchase of items or categories of items in bulk or pursuant to price agreements on a city-wide basis from one or more vendors will result in economies of scale and cost-savings to the city.

"Competitive bidding" or "competitive bid" means the city's procedure for obtaining goods or general services in which sealed bids are submitted in response to bid specifications. This process does not permit any negotiation with the apparent winning bidder after the receipt and opening of bids. Competitive bidding may be accomplished as a result of public advertisement or other electronic public notice methods adopted as official policy by the BPP.

"Competitive proposal" means a QBS process used for obtaining special or professional services in which the city solicits a request for proposals based upon qualifications, experience and other specific requirements, together with a request for a price.

"Contract" means any type of written agreement or documented arrangement involving a purchase, regardless of what the evidence of such arrangement may be called or how it may be referred to, which is approved by the contracting officer, contain terms and conditions protecting the city's legal interests, is properly funded and, where required by charter or ordinance, has been approved by the city council or its designee; provided, however, that so-called letters of intent, letters of interest, memoranda of agreements, and other examples of latent, potential, unilateral or executory documents or arrangements that otherwise may not be binding upon the city, may become a binding legal obligation of the city only if and to the extent that any such document or arrangement has been approved by the city council or its designee.

"Contracting officer" means any director or deputy of a city department, any president or chief executive of a city agency, board, or commission, including the board of education, the WPCA and any other similar duly-constituted agency of city government as defined by Charter or ordinance, or contained in the city's table of organization, including his/her respective designee set forth in writing to the purchasing agent, having direct authority or due authorization to initiate purchases.

"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning. The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. Last-minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the mayoral bid waiver process set forth herein.

"Decentralized purchase order" means payment, other than through the purchase order process, for a department, agency or commission's purchases of items

or services of any kind that conform to the official policy of the board of public purchases as to items that may be so purchased and paid for, expenditures that may be made in this manner due to the timing or requirements of a non-city funding or financing source, dollar thresholds, exceptions, prohibitions, and the like, provided, however, that a purchase may be paid by decentralized purchase order for a greater amount than any dollar threshold established for such item or expenditure if the purchase constitutes either a critical emergency purchase, involves a purchase that if not made and paid for in this manner would result in the loss of funding, or constitutes a purchase or expenditure otherwise permitted by Charter or ordinance and is approved in writing by the comptroller.

"General services" means all services that result in a measurable end product as defined by bid specifications, including but not limited to all services used in the process of building, altering, maintaining, improving or demolishing any city-owned property, structure, building or public infrastructure, but excluding architectural, engineering and other design services, and construction services. Examples of general services include, but are not limited to, electrical work, road resurfacing, sewer repair, building demolition, equipment maintenance and waste disposal services.

"Goods" means supplies, material, equipment and articles, whether purchased or leased, including, but not limited to, fuels, furniture, computers, paper products, food products, sand, and high-tech hardware and software, telecommunications equipment and office equipment.

"Informal competitive proposal" means the purchase of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-five thousand dollars (\$25,000.00) based upon a reasonable and documented attempt to solicit proposals as set forth herein, which process shall not require public advertisement.

"Informal competitive quote" or "informal competitive quotation" means the purchase of goods or general services or the purchase of special or professional services that are in excess of one thousand dollars (\$1,000.00) but do not exceed seven thousand four hundred ninety-nine dollars (\$7,499.00), which processes shall not require public advertisement.

"Lowest responsible bidder" means the bidder whose bid is (a) a complete response to the invitation to bid and (b) the lowest of those bidders possessing the skill, ability, financial capacity, business integrity and experience necessary for faithful performance of the described work based on objective criteria. Evaluation of lowest responsible bidder shall include best value considerations whether or not such considerations are set forth in the bid documents. Bidders may be excluded from consideration entirely if they are listed on the disqualified vendor list at the time the invitation to bid is the subject of public advertisement or at the time the city otherwise seeks to make a purchase as described herein. In a request for proposals process, a bidder may be chosen as lowest responsible bidder from among those bidders that are pre-qualified or based upon recognized industry standards that the contracting officer responsible for the purchase has certified in writing to the purchasing agent as commercially relevant. The city reserves the right to reject any and all bids and to waive informalities in a bid to the extent that such informalities are not material and do not give one bidder an unfair advantage over other responsive and responsible bidders.

"Mayoral bid waiver" means the mayor's authority to grant a written waiver of the requirements for public advertisement, and the need for a competitive bidding or competitive proposal process in connection with critical emergency purchases, after receiving (a) the contracting officer's written statement of the need for such waiver with all appropriate backup information, and (b) the purchasing agent's written recommendation of the need for such waiver.

"Public advertisement" or "publicly advertised" means the advertisement in one or more media of the city's desire to make a purchase expected to cost seven thousand five hundred dollars (\$7,500.00) or more placed (a) in a newspaper of general circulation in the Bridgeport area, (b) in other print media designated to encourage a greater number of bids, (c) on the city's internet website, (d) on other electronic media available to the general public, or (e) in other media authorized by the BPP; it being understood that certain purchases, such as those made by the informal competitive quote and the informal competitive proposal processes, critical emergency purchases, qualified purchases, and purchases under one thousand dollars (\$1,000.00) shall not require public advertisement. The content and location of public advertisements shall be determined as set forth herein or as otherwise authorized by official policy of the BPP. Purchases shall not be deliberately split in amount, artificially staggered over time, or otherwise be the subject of any other artifice designed to avoid the requirement to utilize competitive bidding or other purchasing methods required herein.

"Qualified purchase" means a purchase of goods or services where either there is only one source for such purchase a purchase from a special source will provide a lower cost than would result from competitive bidding, time is critical and the purchase could not have been planned, or the purchase involves items whose prices are controlled by federal or state regulation.

"Quality-based selection" or "QBS selection" means a method for purchasing special or professional services by either initially pre-qualifying bidders prior to obtaining a price proposal or making a final selection without a price proposal. Such process initially requires the submission of professional qualifications, demonstrated business experience, specific project experience, evidence of business integrity, and professional competence. Where qualifications alone are paramount in the selection process and price is not a factor, a final selection is made based on qualifications alone. In other QBS processes where price is not a factor initially in the selection process, or only one of a number of factors to be considered in making a final decision, a final selection is made based upon the submission of price proposals following pre-qualification.

"QBS selection panel" means a group of individuals qualified by knowledge, training and experience in purchases of the type contemplated and having no real or apparent conflict of interest in the outcome of the QBS selection, consisting of at least three city employees selected by the contracting and supplemented where possible by other similarly qualified individuals from the general public having no real or apparent conflict of interest in the outcome of such selection, or otherwise as specified by official policy of the BPP. Such panels shall use uniform, objective selection criteria established in advance for the particular purchase or criteria otherwise specified in writing by the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award.

"Request for proposals" means a form of QBS selection process that includes a request for professional qualifications where such qualifications are important but not paramount, and where price is a paramount factor to be considered in making an award. A request for proposals may follow a request for qualifications from pre-qualified bidders.

"Request for qualifications" means a form of QBS selection that includes a request for professional qualifications where such qualifications are paramount in the selection and price is not a factor.

"Special or professional services" means the furnishing of judgment, expertise, design, advice or effort by persons other than city employees, not involving the delivery of a specific end product defined by bid specifications. These types of services include, but are not limited to, consulting, legal, financial, technical, audit, appraisal, architecture, design, engineering and other similar professional services not contemplated as general services. Such services shall also include unique, warranty or single-source services not generally available for specific city-owned property, equipment, building systems and vehicles where the nature of the required services cannot be defined in advance by bid specifications and the professional or proprietary knowledge and expertise of the service provider is paramount to the lowest cost and otherwise in the city's best interests.

"Summary bid process" means a competitive bid process described herein that the city may elect to utilize among the selected responsible, qualified bidders for a purchase when all bids exceed any budget appropriation.

B. Purchase of goods and general services.

1. Purchases not requiring competitive bidding. Except for items the city requires to be purchased from vendors selected during a consolidated purchasing process, competitive bidding through the purchasing agent is not required for purchases between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein. The comptroller and the purchasing agent shall monitor such purchases and report any questionable practices to the BPP within five days of becoming aware of such practices.
2. Purchases permitted by informal competitive quotation process. Purchases of goods or general services that are in excess of one thousand dollars (\$1,000.00) but less than seven thousand four hundred ninety-nine dollars (\$7,499.00), see C.G.S. § 7-148v, as the same may be amended from time to time, shall be based upon authorized pricing methods; provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process or another purchasing method otherwise required herein. An informal competitive quotation process shall be conducted as follows:

- (a) Price quotations, either oral or written, shall be solicited from at least three vendors or service providers by one or more authorized pricing methods. A valid vendor's or service provider's documented refusal to quote shall qualify as a quotation. If the process yields less than three responsive and responsible bidders or if it yields only a single, responsive and responsible source for the purchase, a selection shall be made if such selection is in the city's best interests under the circumstances. The contracting officer shall promptly document the informal competitive quotation process in writing to the purchasing agent.
 - (b) A purchase of goods or general services shall be counted as one purchase for like items. Unlike items, grouped together on one purchase requisition, shall require price notations only for those items on the purchase requisition that are in excess of three thousand dollars (\$3,000.00). The determination of like and unlike items shall be based on the commodity codes assigned such items under the then-current city financial system.
 - (c) The purchasing agent may waive solicitation of informal competitive quotations for a critical emergency purchase or for any other purchase for which a mayoral bid waiver may be sought as provided herein.
3. Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services exceeding the sum of seven thousand five hundred dollars (\$7,500.00) (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein.
4. Consolidated purchasing.
- a. Commonly used goods, general services, special and professional services. The purchasing agent shall make purchases that are commonly used by several departments, where the total annual purchase for each type of goods or services anticipated to be used by such departments is in excess of twenty-five thousand dollars (\$25,000.00) per fiscal year in the aggregate, in order to achieve the best price.
 - b. Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:
 - i. No significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

- ii. The unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.
 - c. Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.
 - d. Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.
- C. Competitive bidding process.

For each purchase of goods or general services made by competitive bidding, the following shall apply.

1. All requirements, terms and conditions sought by the city, including quality, delivery terms and vendor or contractor qualifications shall be contained in the bid specifications. For purchases requiring a contract, the contracting officer shall include a draft contract as part of the bid package whenever possible, or other provision shall be made to protect the legal interests of the city. If pre-qualification of bidders is sought prior to bids being accepted or prior to award, the criteria to be met shall also be set forth in the bid documents.
2. The purchasing agent shall publish a notice inviting sealed competitive bidding at least once by public advertisement. The notice shall, to the extent practicable, be published not less than ten working days before the final date for submitting bids. Said notice shall contain a general description of the goods or general services desired, the place where the bid specifications may be obtained, the day, hour, place and manner for bid opening, and other pertinent information.
3. The purchasing agent shall, in addition to the public advertisement, solicit and receive sealed bids by approved communication methods from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement

promptly after publication. Such communication notices shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

4. The purchasing agent may revise the bidder list(s) by deleting bidders who have not responded to three consecutive bids sent to them, who have not registered or re-registered electronically, or have not otherwise given written notice to the city by an approved communication method of their interest in remaining on such bidding list.
5. All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, credit card authorization, or bond in the amount stated in the public advertisement or bid documents; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). A bid is nonresponsive unless such security or evidence that such security can be obtained is received at the time of bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the public advertisement. The bids shall be opened in public at the time and place stated. Any bid received after the time specified, in any other manner than required, or at any other location than specified in the public advertisement shall be deemed nonresponsive, shall be rejected, and shall be returned, unopened where the method used may allow, to the bidder.
6. For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in accordance with state law or the city's record retention practices, whichever shall be longer in duration.
7. The purchase shall be awarded to the lowest responsive, responsible, and qualified bidder or pre-qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city. In the case of a purchase by competitive bidding where the public advertisement indicates that bidders will be pre-qualified, the purchasing agent has the authority to make an award exclusively from the list of pre-qualified bidders.
8. In the event all bids submitted by responsive, responsible and

qualified bidders exceed the city's budget for such purchase, after deduction of all reasonably anticipated contingencies, at the request of the contracting officer, the purchasing agent shall conduct a summary bid process open only to such responsible, qualified bidders that originally submitted a bid. Such summary bid process may include a post-bid conference, shall permit resubmission of such original bids or the submission of new bids in not less than three days from the mailing of notice to the original bidders, and may provide for the deletion or modification of one or more alternates or change in the specifications provided in the original bid package, as determined by the contracting officer.

D. Awarding of contracts that contain alternates.

1. All bid specifications for a purchase for which alternates are to be included shall have the alternates listed in their order of priority, provided, however, that the contracting officer may change the priority of such alternates during a summary bid process.
2. Prior to making an award for which the bid specifications list alternates to be included, the contracting officer shall inform the purchasing agent as to which alternates are to be included in the award.

E. Purchasing special or professional services.

1. Purchases permitted by consolidated purchasing. Purchases of special or professional services anticipated to cost less than twenty-five thousand dollars (\$25,000.00) per fiscal year may be procured through consolidated purchasing as provided herein.
2. Purchases exempt from competitive bidding. Purchases of special or professional services anticipated to cost between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00) shall be made in the manner specified in paragraph B(1) hereof.
3. Purchases permitted by informal competitive quotation process. Purchases of special and professional services anticipated to cost between one thousand dollars (\$1,000.00) and seven thousand four hundred ninety-nine dollars (\$7,499.00) shall be made in the manner specified in paragraph B(2) hereof.
4. Purchases requiring an informal competitive proposal process. Purchases of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-four thousand nine hundred ninety-nine dollars (\$24,999.00) shall be based upon a reasonable and documented attempt to solicit proposals, without the need for public advertising, in the following manner:
 - a. Proposals shall be solicited from at least three qualified or pre-qualified vendors. An otherwise qualified vendor's refusal to submit a proposal shall qualify as the solicitation of a proposal. The contracting officer shall document the process in writing and

- submit a report to the purchasing agent. If a single reasonable source exists for the service, the contracting officer shall include this information in his/her submission to the purchasing agent.
- b. The solicitation of proposals may be waived for any critical emergency purchase by obtaining a mayoral bid waiver. A waiver other than a mayoral bid waiver shall require the contracting officer to certify in writing to the purchasing agent the need for a waiver, and the purchasing agent shall determine if such waiver is appropriate. No further approval shall be required. If the purchasing agent is not requested to give such waiver or refuses to approve such waiver, a mayoral bid waiver may be sought. All said waivers shall be included in the purchasing agent's quarterly report to the BPP.
5. Purchases requiring a QBS selection process. In cases where the contracting officer intends to purchase special or professional services that are anticipated to exceed twenty-five thousand dollars (\$25,000.00), a QBS selection process shall be used for such purchase.
- F. Quality-based selection processes: pre-qualification process; competitive proposal process; competitive qualification process followed by competitive proposal process.
1. Solicitation of proposals using quality-based selection.
 - a. Quality-based selection as a pre-qualification process.
 - i. A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty-five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects. The contracting officer's recommendation to conduct such a pre-qualification process shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed by the contracting officer or otherwise in accordance with official policy of the BPP.
 - ii. Public advertisement of the QBS selection process, whether or not such process is used for pre-qualification of bidders or final selection, shall be deemed satisfied for such purchase.
 - iii. The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and

proceed to make a selection and/or to submit a request for proposals to such respondents.

- iv. The QBS selection panel shall review all qualifications submitted and shall, where necessary and practical, interview not less than three proposers (or such lesser number as shall have submitted qualifications so long as the purposes of competitive procurement meeting the best interests of the city is achieved). The QBS selection panel shall evaluate the responses, identify the qualified or pre-qualified proposers, and proceed to submit a request for proposals to the highest-ranking pre-qualified proposers and thereafter make a selection recommendation to the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such QBS processes shall be included in the purchasing agent's quarterly report to the BPP.
- v. The city reserves the right to refuse to award or approve a contract with, or purchase from, a bidder as a result of prior facts and circumstances that resulted in increased costs, additional risks or liabilities, or other damage harmful to the best interests of the city reasons, including, but not limited to the following:
 - (a) The bidder having defaulted on a previous contract and failed to cure such default, resulting in termination of the contract;
 - (b) The bidder having failed, without acceptable justification, to complete a contract within the contract time;
 - (c) The bidder having completed the material terms of a contract, neglecting or refusing to close out the contract by delivering all required documentation, training, warranties, manuals and the like, failing to complete punchlist or warranty work in a timely manner as required by the contract; or
 - (d) the bidder having made misleading or false statements, representations or warranties concerning its financial stability, personnel, qualifications, experience, capitalization, performance record, absence of conflicts.
- b. Quality-based selection as a final selection process. A QBS selection process may be utilized in the purchase of special or professional services without seeking price proposals when the contracting officer determines that such services are unique or

that the nature of the project requires selection criteria where the knowledge and experience of a bidder in similar or related projects are paramount, and the best interests of the city will be served by the use of such process without considering price as a determining factor in selection. The contracting officer shall then negotiate a proposed contract with the selected bidder with the assistance of the office of the city attorney, at compensation determined by the contracting officer to be fair and reasonable to the city, considering the estimated value, scope, complexity and professional nature of the services to be rendered. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a pre-qualification process, together with the proposed contract. The contract price shall be determined in the following manner:

- i. After selection, the contracting officer shall then enter into negotiation of a contract, preferably on a form included with the bid documents, with the selected vendor with the assistance of the office of the city attorney, using a formula for compensation determined by the contracting officer to be fair and reasonable to the city, considering the scope of the work, the delivery or completion requirements, the complexity and specialized nature of the services to be rendered, and other relevant factors. Such formulas may include, but are not limited to, time and materials with or without a not-to-exceed price, cost of the work plus a fee, lump sum, guaranteed maximum price, and the like. The contracting officer's rationale for selection of a compensation formula shall be made in writing to the purchasing agent prior to entering into negotiations; or
 - ii. Should the contracting officer be unable to negotiate a satisfactory contract with the selected vendor, negotiations shall be terminated in writing; or
 - iii. The contracting officer shall then enter into negotiations with the next most qualified firm identified in the selection process and still interested in the project. Should the contracting officer be unable to negotiate a satisfactory contract with such vendor, negotiations shall be terminated in writing and shall proceed to negotiate with the next most qualified firm, and so on; or
 - iv. The city reserves the right to refuse to award or approve a contract with or purchase from a bidder for the same reasons as set forth in Section F above.
- c. Reports. For each purchase of services by QBS selection process, the contracting officer or QBS selection committee, as

the case may be, shall make a written report of all such purchases to the BPP, the city council, the mayor, the office of policy and management, and the finance department. The purchasing agent shall make a record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, the basis for the award made by the BPP, including the originals of all proposals and any other documents pertaining to the selection process, and shall keep the same in accordance with the city's records retention policy.

2. Requests for proposals.

Except as otherwise authorized in this section, for each purchase of special or professional services in excess of twenty-five thousand dollars (\$25,000.00) where professional qualifications and experience are important but where price is the paramount factor to be considered in making a selection, such purchase shall be made by competitive proposal process, as follows:

- a. Preparation of the request for proposals. The contracting officer shall prepare a request for proposals. All requirements, terms and conditions, including bidder qualifications, desired by the city shall be included in the request for proposals. Whenever possible, a draft contract shall be made a part of the request for proposals or other bid documents. The purchasing agent shall assist in the preparation if needed. For purchases that require an additional funding appropriation, the request for proposals shall clearly state that the award of a contract is contingent upon the appropriation of funds.
- b. Solicitation of proposals.
 - i. The purchasing agent shall, in cases where such proposed purchase is not preceded by a QBS pre-qualification process, by public advertisement make notice of the request for proposals at least once within ten working days prior to the deadline to submit proposals, unless the contracting officer determines that a shorter response time is required. Whenever the service requested is so specialized that few appropriate bidders can reasonably be expected to respond to said notice, public advertisement shall also be made in other media appropriate to the nature of the service requested and calculated to result in a greater number of proposals.
 - ii. The purchasing agent shall, in addition to the public advertisement, solicit competitive bids from all

qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement promptly after publication. Such mailings shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

- iii. The proposal process may be waived for any critical emergency purchases or for any other reasons contained in this section and in the manner provided herein.

c. Evaluation of proposals.

- i. The purchasing agent, with the assistance of the contracting officer, if any, shall evaluate all proposals based upon the criteria and requirements stated in the request for proposals, or otherwise in accordance with BPP official policy. For purchases exceeding one hundred thousand dollars (\$100,000.00) the QBS selection panel shall, if possible and practical, conduct personal interviews with the most qualified bidders.
- ii. A QBS selection panel shall be formed to review the proposals and make a selection according to pre-established selection criteria and a price proposal. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a final selection process. The use of requests for proposal shall be included in the purchasing agent's quarterly report to the BPP.
- iii. The contracting officer or QBS selection panel, as the case may be, shall not accept as responsive or review any proposal received that is not in strict compliance with this section.
- iv. The contracting officer or QBS selection panel, as the case may be, shall select the proposer whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals and make a recommendation to the BPP, which shall make the final award.

agent shall inform the contracting officer, who shall submit written certification of the selection of the particular vendor or vendors and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

2. Waiver of competitive bidding for qualified purchases.

a. Purchases other than critical emergency purchases may be made without competitive bidding or other competitive processes otherwise required by this section for the following reasons:

i. Only one qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted without adverse effects or complications.

ii. Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a competitive process.

iii. Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.

iv. The purchase involves items the prices of which are federal or state regulated.

b. The purchasing agent shall make written certification of the reasons for the waiver of competitive bidding or public advertisement, the reasons for the selection of the particular vendor or vendors, and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

H. Duties of the purchasing agent; contracting officers; board of public purchases.

1. Purchasing agent. The purchasing agent has the primary responsibility for working with contracting officers concerning the content of public advertisements and the general content of all bid specifications and specific city requirements, issuance of public advertisements for all competitive bids and QBS selection processes for goods, general services, or special or professional services, and such other responsibilities set forth in the charter or ordinances or established by the BPP. The purchasing agent is responsible for reporting all material

exceptions, deviations from or violations of this section to the mayor, the city council, the director of finance, the office of policy and management and the BPP within fourteen (14) days of learning of such matter.

2. Contracting officer. The contracting officer, directly or through his/her designee, has primary responsibility for protecting the legal interests of the city by ensuring that, with the advice of the city attorney, the city's legal rights and remedies are protected in connection with such purchase. The contracting officer also has the primary responsibility to develop the technical requirements and other project-specific needs for inclusion in the bid documents, to disclose the selection process and criteria to be used, to specify the legal requirements for the contractual relationship with the bidder including, wherever possible, the form of contract to be entered into, and the like. The contracting officer is further responsible to ensure that he/she has authority to make the subject purchase, the resulting contract has received all city approvals required and, upon the execution of any contract, original executed documents or true and complete copies are distributed promptly to the finance department and the city attorney. It is also the primary responsibility of the contracting officer or his/her designee to attend to the details of the purchase and the administration of the relationship with the selected vendor over time, including but not limited to ensuring that: the contract is adhered to; problems, disputes, events of default and the like are properly documented and promptly brought to the attention of the city attorney for advice or action; all insurance policies and security (e.g., cash deposits, bonds, letters of credit, guarantees) remain current, up-to-date and in place for the city's benefit; and the contract documentation and close-out thereof, including where appropriate, obtaining all lien waivers and final releases, guarantees, operating and service manuals, employee training, etc., is completed.

3. Board of public purchases. The BPP shall be familiar with purchasing department operations and other city operations involved in the purchasing process, and shall perform the responsibilities assigned to it in the Charter, ordinances and this section. Such responsibilities include, but are not limited to, hearing appeals from decisions of the purchasing agent, handling bid protests, reviewing appeals from decisions regarding vendor disqualification, establishing official purchasing policies, working rules and regulations, evaluating periodic reports from the purchasing agent, taking appropriate action where required, and otherwise ensuring that the purchasing process operates as intended. The BPP shall circulate any proposed official policy, working rule or regulation for review and comment to the purchasing agent, the mayor, the city council, the department of finance, the office of policy and management, and the city attorney thirty (30) days in advance of its intent to adopt, and shall not vote to adopt such proposal until it has received and considered comments during such thirty (30) day period.

I. Contract requirements.

1. Contract required. A written contract between the city and a bidder is

required for any purchase that exceeds twenty-five thousand dollars (\$25,000.00). Such requirement may be satisfied with a contract form included in the bid documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the city's purchase order form acceptable to the office of the city attorney, as the same may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved as acceptable by the office of the city attorney, by the city's risk manager where insurance, indemnification, guarantees, bonds or other security is required, and by other appropriate city departments, and such contract shall be signed by the mayor or other designee in the manner authorized by the city council, provided, however, that, with respect to contracts resulting from a competitive bidding process, the purchasing agent is authorized to execute such contracts in consultation with the office of the city attorney. Purchases for amounts less than seven thousand five hundred dollars (\$7,500.00) shall be governed by the terms of the purchase order acceptable to the office of the city attorney.

2. Contract approval; material modifications. All contracts for purchases that exceed twenty-five thousand dollars (\$25,000.00) shall require city council approval and shall be signed by the mayor or the contracting officer, with the following exceptions:
 - a. In cases where this section allows the terms of the contract to be contained on the purchase order, which does not require the execution of additional contract document;
 - b. In cases where this section authorizes the purchasing agent to sign all contracts that result from the competitive bidding process;
 - c. In cases involving consolidated purchasing, the purchasing agent is authorized to sign all contracts that result;
 - d. In cases where a critical emergency purchase is authorized, the mayor or his designee is authorized to sign all contracts that result; and
 - e. In cases where a qualified purchase is authorized, the mayor or his designee is authorized to sign all contracts that result.

If material modifications in the scope, time or price of the contract are desired after signing, except in the case of a construction contract or other contract that provides by its terms for the submission, consideration, rejection or approval of changes in scope, time or price, which changes are of the type that were not anticipated at the time of bid and result from unforeseen conditions, changes in law, latent defects in bid specifications and similar changed circumstances, such material modifications shall require written approval by and signature of the mayor in consultation with the director of finance, the director of the office of policy and management, and the office of the city

attorney, unless the BPP has adopted an official policy governing the procedure for dealing with material changes.

3. Contract extensions.

a. The contract time for performance in contracts having an original value of greater than one hundred thousand dollars (\$100,000.00) that resulted from a QBS selection process, critical emergency purchase or qualified purchase may not be extended unless the contracting officer certifies in writing to the purchasing agent the necessity of such extension and that no significant additional cost to the city will result. If the purchasing agent approves such request, such extension may not exceed six months, except for construction contracts where the contract contains provisions for changes in schedule, including suspension of work, which shall govern the duration of any such extension.

b. Any purchase that results from competitive bidding or competitive proposal processes may be extended beyond the contract time period for up to one additional year from the date of award without additional bidding for one or more of the following reasons:

i. The vendor is the sole qualified or available provider. This shall include sole source or proprietary service/maintenance contracts for existing equipment and vehicles.

ii. Additional competitive bidding or requests for proposals would result in an increase in cost or significant disruption of city operations. Employee benefits contracts with third-party providers and administrators are included in this category.

iii. City services would have to be discontinued in the absence of another vendor. There shall be a six-month limit on the contract extension.

iv. An option to extend the contract term is included in the bid documents or the contract.

c. The contracting officer is responsible to give written notice to the purchasing agent of such extensions, the purchasing agent shall keep a record of every contract extension, and shall include such extensions in his/her quarterly report to the BPP.

4. Additional purchases from a vendor prohibited. The city shall not purchase any item of goods or services from a vendor that was not of the type or closely related to the goods or services described in the bid documents or the contract.

J. City right to set-off delinquent property taxes owed.

1. Right of set-off. Pursuant to C.G.S. § 12-146b, as amended, the city has the right to set-off against any payment due to a vendor or to withhold

payment from any vendor if any taxes levied by the city against any vendor or its property, both real and personal, are delinquent, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalties, lien fees and interest outstanding at the time such set-off or withholding of payment occurs. Any vendor that has either been selected by competitive bidding process, has signed a contract or has obtained a purchase order hereby authorizes the city to execute such set-off or to withhold such payment from amounts otherwise due to the vendor.

2. Authority to set-off. Upon the tax collector's issuance of any delinquent tax list, the contracting officer or the comptroller shall have the authority to set-off against any payment due to a vendor or to withhold payment to such vendor the amount of any delinquent taxes due, together with penalties, lien fees and interest outstanding.

K. Purchases through state and federal bid lists, cooperative agreements between municipalities and the like.

1. Use of other bid lists. Procurements obtained by competitive bidding conducted by the State of Connecticut, by the Connecticut Hospital Association or its affiliates, by the federal General Services Administration, or through cooperative associations or agreements between and among municipalities may be utilized when the purchasing agent determines, in writing to the BPP, that utilization of such procurements would be in the best interests of the city; provided, however, that either the purchasing agent shall issue guidelines for the proper utilization of such procurements or the BPP shall adopt an official policy for the proper utilization of such purchases. The purchasing agent shall be responsible for the proper utilization of such other bid lists and cooperative agreements and shall take proper precautions to prevent misuse as he/she may deem to be in the best interests of the city.

L. Exemptions from this section.

The sale or purchase of public utilities, as defined under Connecticut law, are not subject to the provisions of this section, however, any provider of a public utility that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

M. Reports to be prepared by the purchasing agent.

1. Quarterly reports. The purchasing agent shall prepare a written quarterly report within thirty (30) days after the close of each calendar quarter ending in the months of September, December, March and June in a fiscal year, and shall submit the same to the BPP, with copies to the mayor, the city council, the department of finance, and the office of policy and management. Said reports shall contain information about the following activities:
 - a. Purchases made by the competitive bidding process;
 - b. Purchases made by the competitive proposal process;

- c. Waivers granted from competitive bidding or competitive proposal processes, including critical emergency purchases, mayoral bid waivers issued and qualified purchases;
 - d. Waivers granted from informal bid and proposal processes;
 - e. Contracts granted material extensions of scope, time or price;
 - f. Contracts granted material modifications of terms and conditions;
 - g. Purchases made through federal or state bid lists or through cooperative purchasing arrangements with associations or other municipalities;
 - h. Violations or suspected violations of this section; and
 - i. Other activities required to be reported to the BPP herein.
2. Annual list of purchases. A list of all purchases made by the purchasing agent shall be filed annually with the city clerk. Said list shall include the name, address, disadvantaged or minority business status of the vendor, the department, board, or commission making such purchase, the types of goods or services purchased and the total price paid by the city.

N. Audit.

The city's internal auditors shall conduct an audit of purchasing activities every three years or as otherwise directed by the BPP. Notwithstanding this requirement, the department of finance, office of policy and management or the mayor may request an independent auditor to perform an audit of city purchases.

O. Violations and penalties.

Any deliberate, willful attempt to violate or circumvent the purchasing process established by this section shall be a violation of the city's code of ethics, as the same may be amended from time to time, and shall be dealt with as appropriate by the ethics commission. Any decision by the ethics commission shall not prohibit the city from pursuing its other legal rights and remedies in connection with such violations.

P. Purchases requiring use of other procedures.

Notwithstanding the provisions of this section, with regard to any purchase that is funded in whole or in part by federal or state grant funding or other assistance where the city is the applicant or directly or indirectly benefits therefrom, or as a condition of such funding or assistance the city is required to follow the grantor's procurement rules and regulations, such other procurement rules and regulations shall be followed in lieu of the purchasing processes described in this section.

Q. Records retention. All records of purchases made and related activities shall be retained in accordance with state of Connecticut guidelines for retention of public records.

R. Mandated contract terms incorporated by reference. All terms required by law to

be inserted in a contract for particular purchases or purchases in general, including but not limited to equal employment opportunities, affirmative action goals, and the like, shall be deemed to be incorporated by reference into any contract described in this section as if fully such terms are set forth therein.

(Ord. dated 6/19/06 (part); Ord. dated 6/16/03)

3.08.080 Deleted.

3.08.090 Disqualification of vendors from doing business with the city--Procedure.

Purpose. The standards for determining when a contractor, vendor or consultant should be disqualified from contracting with the city directly or as a subcontractor for another party contracting with the city, and the procedures for disqualification are hereby established in order to determine when such action is in the best interests of the city.

A. Definitions Used. For purposes of vendor disqualification proceedings, the following definitions shall apply:

"Decision" means the written determination by the hearing officer, following notice to the vendor and an opportunity to be heard in accordance with the provisions of this section, with reasons for any action taken, which decision shall be given to the vendor within ninety (90) days following the last date of any hearing in the matter by certified mail, return receipt requested.

"Hearing officer" means the city's purchasing agent or, in his/her absence, his/her qualified designee.

"Period of disqualification" means the period specified in a decision of the hearing officer during which the vendor shall not be permitted to seek or obtain a contract from or other arrangement to supply goods or services to the city, which period shall be no longer than two years duration for the violation that is the subject of the decision.

B. Direct Basis for Finding Disqualification. The hearing officer may disqualify a vendor from seeking or obtaining a contract from or arrangement to supply goods or services to the city for one or more of the following reasons:

1. Conviction or entry of a plea of guilty or nolo contendere for, or admission to, the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction or entry of a plea of guilty or nolo contendere or admission to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor;
3. Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any state or federal antitrust, collusion or conspiracy law

arising out of the submission of bids or proposals on a public or private contract or subcontract;

4. A willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;
5. A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions;
6. A willful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction;
7. A willful violation of Section 3.12.130 of this title.

C. Conduct That May be Imputed to the Vendor. For purposes of determining whether a vendor should be disqualified, the following conduct may be imputed to the vendor:

1. The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the vendor and the vendor knew, or had reason to know, of such conduct. The term "other seriously improper conduct" does not include advice from an attorney, accountant or other paid consultant if it was reasonable for the vendor to rely on such advice;
2. The fraudulent, criminal or other seriously improper conduct of a vendor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the vendor who participated in, knew or had reason to know of the vendor's conduct; and
3. The fraudulent, criminal or other seriously improper conduct of one vendor participating in a joint venture or similar arrangement may be imputed to other participating vendors if the conduct occurred for or on behalf of the joint venture or similar arrangement and these vendors knew of or had reason to know of such conduct.

D. Mitigating Circumstances. The existence of a cause for disqualification shall not be the sole factor to be considered in determining whether the vendor shall be disqualified. In making a determination, the hearing officer shall consider the seriousness of the vendor's acts or omissions and any mitigating factors.

E. Other Factors That May be Considered. After a decision is rendered, the city council may reduce the period or extent of disqualification, upon the vendor's request, supported by documentation, for the following reasons:

1. Newly-discovered material evidence;
2. Reversal of the conviction or guilty plea upon which the disqualification was based;
3. Bona fide change in ownership or management of the vendor;
4. Elimination of other causes for which the disqualification was imposed; or

5. Other reasons the city deems appropriate.
- F. Limited Exception from Disqualification When the Public Good Would be Served. The city may grant an exception permitting a disqualified vendor to participate in a particular contract upon a written determination by the purchasing agent, with the advice of the city attorney, that there is good cause, in the interest of the public, for such action.
- G. Notice and Opportunity to be Heard. The city, through its purchasing agent, shall give written notice to the vendor of the city's intent to commence a hearing to determine whether the vendor should be disqualified under this section, and shall hold one or more hearings thereon, in accordance with the provisions of Chapter 54, Section 4-166 et seq., of the General Statutes then in effect. The city attorney is authorized and directed to assist the hearing officer in the discharge of his/her duties under this section.

(Ord. dated 7/2/07: Ord. dated 6/16/03)

3.08.100 Certified checks or bid bonds--Required when--Procedure.

- A. All advertisements for the proposals or estimates for contracts, when the several parts of the work to be done or the materials or supplies to be furnished under said contract having a value in excess of, or reasonably expected at the time of award to have a value in excess of, fifty thousand dollars (\$50,000.00), shall require such proposals or estimates to be accompanied by a certified check or bid bond drawn to the order of the city for a sum which shall be ten percent per centum of the total amount of such proposals or estimates; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). Where a certified check or bid bond is required under this section, the proposals or estimates of those bidders only who have furnished a certified check or bid bond shall be considered by the purchasing agent in the awarding of any contract.
- B. All such certified checks or bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed any written evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section. In the event that any bidder whose proposals or estimates have been accepted does not furnish the city with said performance bond within ten days from the date that such bidder is notified of the acceptance of his proposals or estimates, or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds

represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

- C. Concession bids, and where deemed advisable, the bids for any by-product or personal property to be sold through competitive bidding by the office of public purchases, shall require such proposals to be accompanied by a certified check or bid bond drawn to the order of the city for the sum which shall be ten per centum of the total amount of such proposal.
- D. All such certified checks for bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful concession bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. Sale of by-products or personal property shall require a bill of sale or contract.
- E. The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed in writing evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section.
- F. In the event that any bidder whose proposals have been accepted does not execute such written contract or furnish the city with said performance bond whichever is appropriate within ten days from the date that such bidder is notified of the acceptance of his proposals or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

(Ord. dated 6/19/06 (part); Ord. dated 12/21/92 § 18: prior code § 2-277)

3.08.110 Public hearing on sale of city-owned property--Advertisement.

The city council shall hold a public hearing on the sale of any city-owned property not less than seventy-two (72) hours prior to any vote by the city council to approve or disapprove the sale of such property. The city clerk shall cause notice of such public hearing to be published in a newspaper of general circulation no less than ten days prior to such public hearing.

(Ord. dated 12/21/92 § 25: prior code § 2-247)

3.08.120 Prevailing union wage rate on all city contracts required.

Each contract hereafter entered into by the city with any person for the construction, remodeling, alteration or repair of any public building or of public works of any kind shall have incorporated therein the following provision:

"Wages paid any mechanic, laborer or workman employed under this contract shall be not less than the customary or prevailing rate of wages paid in the City of Bridgeport for the same type of work in the same trade or occupation as disclosed by the records of the United States Department of Labor relative to the wage schedules and rates in such trades and occupations in the area in which the City of Bridgeport is located."

(Prior code § 2-288)

3.08.130 Insurance.

- A. All insurance coverage for which the premium to be paid shall exceed the basic provision of the existing law shall be purchased by the board of public purchases in conformance with its standard purchasing procedures.
- B. The board of public purchases, when it shall have awarded any insurance coverage pursuant to subsection A of this section, shall thereupon notify the insurance commission of its action.
- C. In the event that the premium for any insurance coverage shall be less than the basic provision of existing law, the insurance commission shall make arrangements for the purchase of the same.

(Prior code § 2-289)

3.08.140 Unauthorized activities prohibited--Liability.

- A. No contracts, undertakings, commitments, purchases or obligations shall be made or entered into by the city with any individual, firm, partnership, corporation or other legal entity to provide or perform lobbying services or activities on behalf of the city or any of its officials, boards, commissions or agencies without the approval of the city council. No fees shall be paid by the city or any of its officials, boards, commissions or agencies for lobbying unless funds have been expressly appropriated and identified for that particular purpose within the adopted budget.
- B. Any official, officer or employee who authorizes expenditures or disburses funds in violation of this section may be deemed personally liable therefor.

(Ord. dated 12/21/92 § 26: prior code § 2-290)

3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

Any officer or employee or any member of any board, commission, department, bureau or other agency of the city who shall violate any of the provisions of Sections 3.08.070, 3.08.080 and 3.08.100 shall be deemed guilty of misconduct in office and shall be liable to removal from office therefor.

(Prior code § 2-278)

20 - 13

RESOLUTION

By Councilmember(s): Rick Torres

District: 130th

Introduced at a meeting
of the City Council, held:

January 21, 2014 (Cancelled) Carried over to
February 3, 2014

Referred to: Ordinance Committee

Re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contracts and Purchasing Procedures, amend Section 3.08.070 Purchase of goods and general services, Subsection (B) as follows and renumbering the remaining subsections accordingly.

(SEE ATTACHED)

Referrals Made:

Attest: _____

City Clerk

Res.# 20-13 Ref'd to Ordinance Committee on January 21, 2014.(Cancelled) carried over to February 3, 2014.

Proposed Ordinance Change

Sect: 3.08.070

AN ORDINANCE AMENDING THE PURCHASING PROCEDURES OF THE CITY OF BRIDGEPORT

Be it ordained by the city council of the City of Bridgeport that the Municipal Code of Ordinances, Chapter 3.08 City Contracts and Purchasing Procedures, ~~append~~ (adding) Section 3.08.070 Purchase of goods and general services, Subsection (A) as follows and renumbering the remaining subsections accordingly:

(NEW)

B. Purchase of goods and general services

1. Any budgeted entity of the city wishing to procure goods or services shall submit a written requisition, signed by the executive head of such entity, to the Purchasing Agent. The requisition shall, at a minimum, include the following information: (1) the goods or services to be procured; (2) a brief description of why the goods or services are required; (3) an estimate of the cost of goods or services; (4) the source of funds to pay for such goods or services; (5) certification by the director of finance, or the director's designee, that funds are available for the proposed purchase in that year's approved budget.

~~1-~~ 2. Purchases not requiring competitive bidding. Except for items the city requires to be purchased from vendors selected during a consolidated purchasing process, competitive bidding through the purchasing agent is not required for purchases between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein. The comptroller and the purchasing agent shall monitor such purchases and report any questionable practices to the BPP within five days of becoming aware of such practices.

~~2-~~ 3. Purchases permitted by informal competitive quotation process. Purchases of goods or general services that are in excess of one thousand dollars (\$1,000.00) but less than seven thousand four hundred ninety-nine dollars (\$7,499.00), see C.G.S. § 7-148v, as the same may be amended from time to time, shall be based upon authorized pricing methods; provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process or another purchasing method otherwise required herein. An informal competitive quotation process shall be conducted as follows:

RECEIVED
CITY CLERK'S OFFICE
2014 JAN 15 AM 10:00
ATTEST
CITY CLERK

(a) Price quotations, either oral or written, shall be solicited from at least three vendors or service providers by one or more authorized pricing methods. A valid vendor's or service provider's documented refusal to quote shall qualify as a quotation. If the process yields less than three responsive and responsible bidders or if it yields only a single, responsive and responsible source for the purchase, a selection shall be made if such selection is in the city's best interests under the circumstances. The contracting officer shall promptly document the informal competitive quotation process in writing to the purchasing agent.

(b) A purchase of goods or general services shall be counted as one purchase for like items. Unlike items, grouped together on one purchase requisition, shall require price notations only for those items on the purchase requisition that are in excess of three thousand dollars (\$3,000.00). The determination of like and unlike items shall be based on the commodity codes assigned such items under the then-current city financial system.

(c) The purchasing agent may waive solicitation of informal competitive quotations for a critical emergency purchase or for any other purchase for which a mayoral bid waiver may be sought as provided herein.

~~3-~~ 4. Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services exceeding the sum of seven thousand five hundred dollars (\$7,500.00) (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein.

~~4-~~ 5. Consolidated purchasing.

a. Commonly used goods, general services, special and professional services. The purchasing agent shall make purchases that are commonly used by several departments, where the total annual purchase for each type of goods or services anticipated to be used by such departments is in excess of twenty-five thousand dollars (\$25,000.00) per fiscal year in the aggregate, in order to achieve the best price.

b. Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:

i. No significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

ii. The unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.

c. Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.

d. Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.

***01-13 Consent Calendar**

Application for Waiver to Extend Driveway Width (4) Entrances Located at the New Harding High School on Bond Street.

**Report
of
Committee
on**

Public Safety and Transportation

**Submitted: January 21, 2014 (Cancelled)
Carried over to
February 3, 2014 (Cancelled)
February 4, 2014 (Special Meeting)**

Adopted: _____

Attest: *Fleeta S. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***01-13 Consent Calendar**

WHEREAS, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than (20) twenty feet at the sidewalk and no closer together than 25 feet from each other; and

WHEREAS, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

WHEREAS, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

RESOLVED, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

APPLICANT:	Antinozzi Associates Architecture & Interiors 271 Fairfield Avenue Bridgeport, CT 06604
PURPOSE(S):	Construction of Driveways: In excess of twenty (20) feet in width
LOCATION(S):	Bond Street – New Harding High School



Report of Committee on Public Safety and Transportation
*01-13 Consent Calendar

-2-

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

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

Milta I. Feliciano
Milta I. Feliciano, Co-Chair

Jack O. Banta
Jack O. Banta

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

Alfredo Castillo
Alfredo Castillo

Eneida L. Martinez-Walker
Eneida L. Martinez-Walker

Richard M. Paoletto, Jr.
Richard M. Paoletto, Jr.

City Council Date: January 21, 2014 (Cancelled) and Carried over to
February 3, 2014 (Cancelled)
February 4, 2014 (Special Meeting)

***03-13 Consent Calendar**

Executive Session Discussion and Potential Action as Appropriate with respect to Certain Litigation specifically the Pending Appeal concerning the Stratford ZBA's Granting of a Variance for the New Access Way Constructed by Mark IV Construction Co. Inc. on Sikorsky Memorial Airport Property.

**Report
of
Committee
on**

Public Safety and Transportation

**Submitted: January 21, 2014 (Cancelled)
Carried over to
February 3, 2014 (Cancelled)
February 4, 2014 (Special Meeting)**

Adopted: _____

Attest: *Fleeta C Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***03-13 Consent Calendar**

RESOLVED, That the Public Safety and Transportation Committee held an Executive Session Discussion on January 9, 2014 and moved to Authorize, Approve, Empower and Direct the City Attorney's Office and the Airport Management to Proceed to Full and Final Settlement of All Pending Litigation Involving the Relocation of the Access Way Off of Route #113 to Off of Sniffens Lane in Accordance with the Terms and Conditions as Discussed in Executive Session and in Accordance with the Prior Approval of the City's Airport Commission, be and hereby is, approved, ratified and confirmed.

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


Michelle A. Lyons, Co-Chair

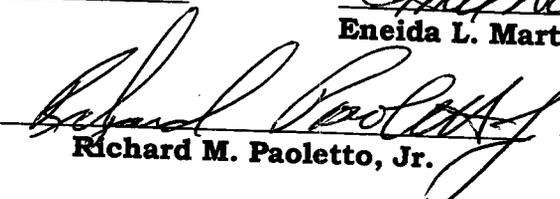

Milta I. Feliciohano, Co-Chair


Jack O. Banta


Richard D. Salter, Sr.


Alfredo Castillo


Eneida L. Martinez-Walker


Richard M. Paoletto, Jr.

City Council Date: January 21, 2014 (**Cancelled**) and Carried over to
February 3, 2014 (**Cancelled**)
February 4, 2014 (**Special Meeting**)

***09-13 Consent Calendar (PHO)**

Public Hearing Ordered for February, 2014: re
Disposition and Redevelopment of City Owned
Property located at 1752 Barnum Avenue.

**Report
of
Committee
on
CEA & Environment**

Submitted: February 3, 2014 (Cancelled)

Submitted: February 4, 2014 (Special Meeting)

Adopted: _____

Attest: *Fleeta B. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

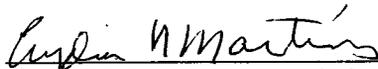
To the City Council of the City of Bridgeport:

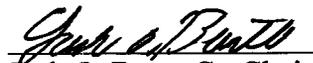
The Committee on ECD and Environment begs leave to report;
and recommends for adoption the following resolution:

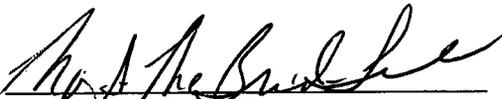
***09-13 Consent Calendar (PHO)**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Tuesday evening, February 18, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition and Redevelopment of City Owned Property located at 1752 Barnum Avenue.

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


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***10-13 Consent Calendar (PHO)**

Public Hearing Ordered for February 18, 2014: re
Disposition and Redevelopment of City Owned
Property located at 431-435 & 445-449 Kossuth
Street.

**Report
of
Committee
on
CEA & Environment**

Submitted: February 3, 2014 (Cancelled)
Submitted: February 4, 2014 (Special Meeting)

Adopted: _____

Attest: *Fleta C Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

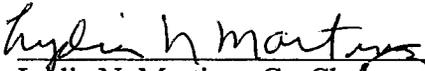
To the City Council of the City of Bridgeport:

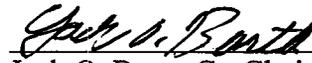
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***10-13 Consent Calendar (PHO)**

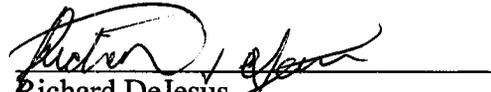
BE IT RESOLVED, That a Public Hearing be held before the City Council on Tuesday evening, February 18, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition and Redevelopment of City Owned Property located at 431-435 & 445-449 Kossuth Street.

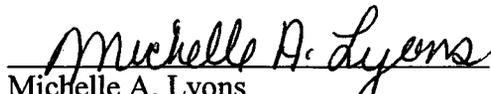
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***11-13 Consent Calendar**

Grant Submission: re State Department of Energy and Environment Protection (DEEP) Microgrid Design and Installation Grant for Critical Facilities.

**Report
of
Committee
on
ECB & Environment**

Submitted: February 3, 2014 (Cancelled)

Submitted: February 4, 2014 (Special Meeting)

Adopted: _____
Beth C. 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:

***11-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Energy and Environmental Protection Microgrid Design and Installation Grant for Critical Facilities

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

WHEREAS, this funding has been made possible through the Microgrid Grant Program; and

WHEREAS, funds under this grant will be used for the engineering, procuring, constructing and operating of an electrical system capable of independent operation (island mode) and grid connected operation to serve critical facilities in Bridgeport, Connecticut; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the State of Connecticut Department of Energy and Environmental Protection in the amount of \$2,975,000 for the Microgrid Design and Installation Grant for Critical Facilities; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection to engineer, procure, construct and operate an electrical system capable of independent operation (island mode) and grid connected operation to serve critical facilities located in Bridgeport, Connecticut.

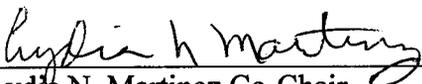


Report of Committee on ECD and Environment
*11-13 Consent Calendar

-2-

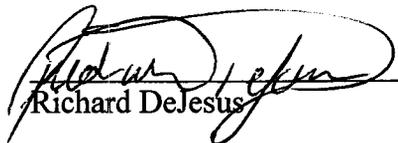
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Energy and Environmental Protection for the Microgrid Design and Installation Grant for Critical Facilities and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.
3. That if the power generation purchase power agreement contract for this project is not approved by Full City Council, that the City will not expend any funds or create any financial obligations in relation to this project.

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


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***15-13 Consent Calendar**

Grant Submission: re State Department of Energy and Environment Protection for America the Beautiful Grant.

**Report
of
Committee
on
CEA & Environment**

Submitted: February 3, 2014 (Cancelled)

Submitted: February 4, 2014 (Special Meeting)

Adopted: _____

Attest: *Deeta C Hudson*
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:

***15-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Energy and Environmental Protection America the Beautiful Grant

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

WHEREAS, this funding has been made possible through the America the Beautiful Grant Program; and

WHEREAS, funds under this grant will be used to implement a Watershed Based Tree Planting Program to assist in the restoration of the urban tree canopy throughout the Pequonnock and Rooster River Watersheds in Bridgeport, Connecticut; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the State of Connecticut Department of Energy and Environmental Protection in the amount of \$12,000 for the America the Beautiful Grant; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection to implement a Watershed Based Tree Planting Program to assist in the restoration of the urban tree canopy throughout the Pequonnock and Rooster River Watersheds in Bridgeport, Connecticut; and,

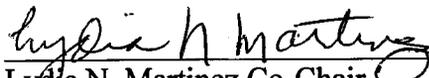


Report of Committee on ECD and Environment
*15-13 Consent Calendar

-2-

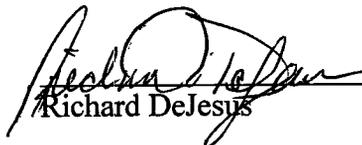
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Energy and Environmental Protection for the America the Beautiful Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

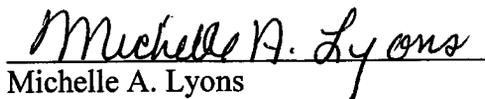
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

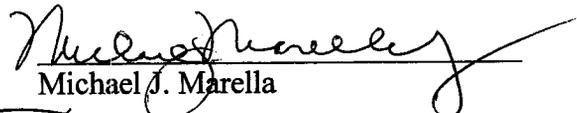

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***06-13 Consent Calendar**

Settlement of Pending Litigation with Joseph Diaz.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 3, 2014 (Cancelled)
Submitted: February 4, 2014 (Special Meeting)

Adopted: _____

Attest: *Fleeta C Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***06-13 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Joseph Diaz	Laura M. Mooney, Esq. Morrissey, Morrissey & Mooney Thomas Neary Building 203 Church Street P.O. Box 31 Naugatuck, CT 06770	Dog Bite	\$60,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



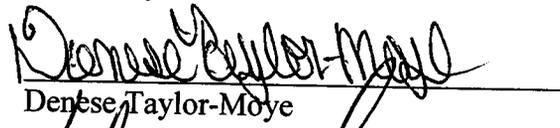
Report of Committee on Miscellaneous Matters
*06-13 Consent Calendar

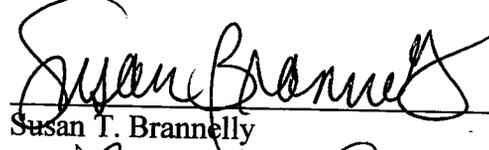
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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

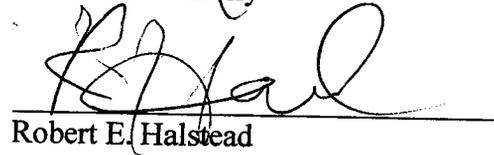

Amy Marie Vizzo-Panofcia, Co-Chair


Patricia Swain, Co-Chair


Denise Taylor-Moye


Susan T. Brannelly


Milfa I. Feliciano


Robert E. Halstead


Jack O. Banta

Council Date: February 3, 2014 (Cancelled)
February 4, 2014 (Special Meeting)

***12-13 Consent Calendar**

Resolution approving the 2014-2016 Bridgeport Citizens' Union Committee.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 3, 2014 (Cancelled)
Submitted: February 4, 2014 (Special Meeting)

Adopted: _____

Attest: *Fleeta S. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***12-13 Consent Calendar**

CITIZEN PARTICIPATION PLAN AND CITIZEN'S UNION RESOLUTION

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizen's Union; and

WHEREAS, the Citizen's Union is incorporated into the Bridgeport's Citizen Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure for allowing them the opportunity to participate in the planning and development of the City's Five Year Consolidated Plan and Annual Action Plans which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, a total of twenty (20) members will sit on the Citizen's Union; and

WHEREAS, one representative will be appointed by each of the twenty Bridgeport City Council members for a total of twenty members; and

WHEREAS, the proposed slate of new members is subject to City Council approval; Now, therefore be it

RESOLVED, that the Bridgeport City Council hereby approves the attached 2014-2016 Bridgeport Citizen's Union Committee slate as nominated by members of the City Council.

As amended by substitution from floor on 2/4/2014(Special Meeting)

City of Bridgeport Citizen's Union

2014-2016 Roster

District/Council Member	Nomination
130 th – Susan T. Brannelly	[name] [address] Bridgeport, CT Phone: Email:
130 th – Rick Torres	Cecelia Manning 41 Calderwood Court Bridgeport, CT Phone: Email: **
131 st – Jack O. Banta	Pia Alston-Carr 344 Hanover Street Bridgeport, CT Phone: 203-243-2082 Email: pia.alston@yahoo.com
131 st – Denese Taylor-Moye	Charles McNiel 426 Lafayette Street Bridgeport, CT 06604 Phone: 917-957-3570 Email:
132 nd – Patricia Swain	Brian McInerney 38 Denver Avenue Bridgeport, CT 06605 Phone: Email:
132 nd – Robert E. Halstead	Florisca Carter 68 Blackman Place Bridgeport, CT Phone: Email:
133 rd – Howard Austin, Sr.	[name] [address] Bridgeport, CT Phone: Email:
133 rd – Thomas C. McCarthy	Jeanette Herron Board of Education 2649 Main Street

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 2014 FEB - 5 P 3: 39
 ATTEST
 CITY CLERK

	<p>Bridgeport, CT 06606</p> <p>Phone: 203-345-4307 Cell: 203-209-2788 Email: Jinone@aol.com</p>
134 th – Michelle A. Lyons	<p>[name] [address] Bridgeport, CT</p> <p>Phone: Email:</p>
134 th – AmyMarie Vizzo-Paniccia	<p>Charles (Chuck) J. Hebert, Jr. 254 Thorme Street Bridgeport, CT 06606</p> <p>Phone: 203-750-2111 (work) 203-371-6764 (home) Email: Chuckhebert10@gmail.com</p>
135 th – Mary A. McBride-Lee	<p>[name] [address] Bridgeport, CT</p> <p>Phone: Email:</p>
135 th – Richard D. Salter, Sr.	<p>Latasha Marks 191 Lakeview Avenue Bridgeport, CT 06606</p> <p>Phone: 203-345-1006 Email: simmarks69@yahoo.com</p>
136 th – Richard DeJesus	<p>Athenit Vila 127 Merriam Street Bridgeport, CT 06604</p> <p>Phone: (917) 508-8069 Email:</p>
136 th – Alfredo Castillo	<p>Rondall Miley 30 Salem Street Bridgeport, CT 06606</p> <p>Phone: 203-540-0948 Email:</p>
137 th – Lydia N. Martinez	<p>Maria Hernandez 211 Arctic Street Bridgeport, CT 06608</p> <p>Phone: Email:</p>
137 th – Milta I. Feliciano	<p>Carmen R. Vargas 92 Grant Street Bridgeport, CT 06610</p> <p>Phone: 203-895-7116</p>

	Email:
138th – Michael J. Marella, Jr.	<p>Jasmine Amenda 294 Nutmeg Road Bridgeport, CT 06610</p> <p>Phone: 203-257-5345 (cell) 203-296-4803 (home)</p> <p>Email: amendaj1@owls.southernct.edu</p>
138th – Richard M. Paoletto, Jr.	<p>Amy Espinosa 146 Court D, Building 65 Success Village Bridgeport CT 06610</p> <p>Phone: 203-612-6079 203-384-3420</p> <p>Email: amypowell34@yahoo.com</p>
139th – Eneida L. Martinez-Walker	<p>Dawn Spearman 168 Hollister Street Bridgeport, CT 06607</p> <p>Phone: 203-913-1654</p> <p>Email:</p>
139th – Eneida L. Martinez-Walker	<p>Shonda DeVane [address] Bridgeport, CT</p> <p>Phone: 203-726-1303</p> <p>Email:</p>



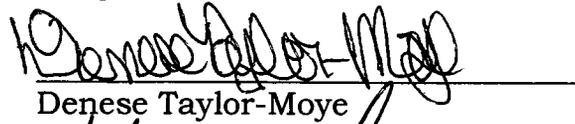
Report of Committee on Miscellaneous Matters
***12-13 Consent Calendar**

-2-

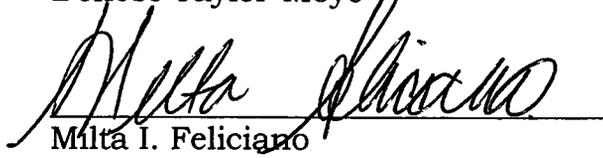
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

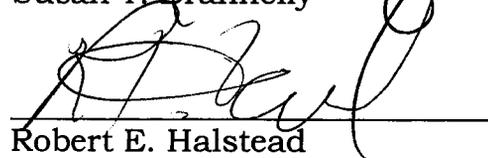

Amy Marie Vizzo-Patriccia, Co-Chair


Patricia Swain, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly


Milta I. Feliciano


Robert E. Halstead


Jack O. Banta

Council Date: February 3, 2014 (Cancelled)
February 4, 2014 (Special Meeting)

Greater Bridgeport Regional Solid Waste Interlocal Agreement.

Report of Committee on

Contracts

Submitted: December 16, 2013

Tabled & Resubmitted on January 6, 2014

Tabled & Resubmitted on January 21, 2014 (Cancelled)

Carried over to February 3, 2014 (Cancelled) February 4, 2014 (Special Meeting)

Adopted:

Fleeta C Hudson

Attest:

City Clerk

Approved

Mayor

Notified on February 10, 2014:

- M. Anastasi, City Attorney
A. Wood, Chief of Staff
A. Nunn, CAO
J. Garcia, Director, Public Facilities
J. Cottell, Director, Utilities

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Amended by substitution from Council floor on 2/4/2014.

Draft 1/20/14

**GREATER BRIDGEPORT REGIONAL SOLID
WASTE INTERLOCAL AGREEMENT**

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**Greater Bridgeport Regional Solid Waste
Interlocal Agreement**

THIS AGREEMENT, dated as of January 1, 2014, is by and among the Municipalities signatory to this Agreement (“Municipalities”).

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Solid Waste Committee (the “Committee”) as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal solid waste to one or more resources recovery facilities with which the Committee contracts (each, a “Facility”), and the purchase of electric power if the terms of such delivery include the supply of electric power.

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

Town of Bethany
City of Bridgeport
Town of Easton
Town of Fairfield
City of Milford
Town of Monroe
Town of Orange
Town of Stratford
Town of Trumbull
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal solid waste to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2034, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be January 1, 2014.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE COMMITTEE. The "Greater Bridgeport Regional Solid Waste Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2014. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal solid waste to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand, as it shall determine in its discretion to be in the best interests of the

Municipalities as a whole. Each contract shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal solid waste to a Facility, which obligation may be in the form of a commitment of a Municipality to deliver all municipal solid waste under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal solid waste without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the contract, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal solid waste to the Facility, and shall be the authorized representative of each Municipality for purposes of any such contract including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees directly between the operators of the Facility and a Municipality;

(ii) Arrangements for the delivery of electric power by the Facility to the Municipality, and billing and payment of electric power purchase payments directly between the operators of the Facility and a Municipality, or payment in the form of a credit against tipping fees, provided that the Committee shall not commit a Municipality for the delivery of electric power if such commitment shall be in violation of any existing electric power purchase agreement by the Municipality of which the Committee has been given written notice; and/or

(iii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Municipality.

(b) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall

keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(c) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal solid waste at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal solid waste delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal solid waste delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (*a) and *(b) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any contract for the delivery of municipal solid waste to a Facility, the Committee shall also approve a method by which each Municipality shall bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal solid waste delivered by or on behalf of such Municipality for the current or most recently completed fiscal year.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of a contract for the delivery of its solid waste to a Facility, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities. ~~The approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any contract for delivery of municipal solid waste then in effect.~~

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors ~~and~~ assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class ~~mail~~, postage ~~prepaid~~, to each representative as follows:

To the Town of Bethany, Connecticut:

The Town of Bridgeport
Town Hall
40 Peck Rd.
Bethany, Connecticut 06524
Attention: First Selectman

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468
Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange
Town Hall
617 Orange Center Road
Orange, Connecticut 06477
Attention: First Selectman

To the Town of Stratford, Connecticut:

The Town of Stratford
Stratford Town Hall
2725 Main Street
Stratford, Connecticut 06497
Attention: Mayor

To the Town of Trumbull, Connecticut:

The Town of Trumbull
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
Attention: First Selectman

To the Town of Westport, Connecticut:

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

<u>Date of Approval</u> <u>By Legislative Body:</u>	<u>Town or City</u>
_____	TOWN OF BETHANY By: _____ Its: _____
_____	CITY OF BRIDGEPORT By: _____ Its: _____
_____	TOWN OF EASTON By: _____ Its: _____
_____	TOWN OF FAIRFIELD By: _____ Its: _____
_____	CITY OF MILFORD By: _____ Its: _____
_____	TOWN OF MONROE By: _____ Its: _____
_____	TOWN OF ORANGE By: _____ Its: _____
_____	TOWN OF STRATFORD By: _____ Its: _____

TOWN OF TRUMBULL

By: _____
Its:

TOWN OF WESTPORT

By: _____
Its:

TOWN OF WOODBRIDGE

By: _____
Its: