

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 21, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: In Recognition of the University of Bridgeport Women's Gymnastics Team for being the 2014 USA Gymnastics Women's Collegiate Team National Champions for 6th Year in a Row.

- 27-13** Public Hearing re: Proposed Resolution Concerning the Disposition and Redevelopment of City-Owned Property to Achievement First Bridgeport Academy Elementary School.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2014 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 69-13** Communication from OPED re: Proposed Resolution Concerning the Disposition of City-Owned Property Located at 38 Luther Street and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 70-13** Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2014-2015, **ACCEPTED AND MADE PART OF THE RECORD.**
- 71-13** Communication from WPCA re: Proposed Amendments to the Municipal Code of Ordinances, Amend Chapter 13.04 Utilities, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *44-13** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2014.
- *50-13** Contracts Committee Report re: Contract of Sale with the Boys and Girls Club of Bridgeport, Inc.
- *58-13(PHO)** Contracts Committee Report re: Public Hearing Ordered for May 5, 2014: re Hangar Lease with the Connecticut Aerospace Hall of Fame and Museum, Inc., for the Location of the Connecticut Air & Space Center at Sikorsky Memorial Airport.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *64-13** Contracts Committee Report re: Agreement with The Hartford Life and Accident Insurance Company for a Group Retiree Insurance Plan for Medicare-Eligible Retirees of the City and Board of Education Employees (Term of Agreement - January 1, 2014 through December 31, 2016).
- *67-13** Contracts Committee Report re: Collective Bargaining Agreement with Fire Fighters Local 834 for the Period of July 1, 2014 through June 30, 2018.
- *53-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Social Services for Social Services Block Grant Program (SSBG).
- *54-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic & Community Development for a Municipal Brownfield Assessment and Inventory Grant Program.
- *55-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for May 5, 2014: re Disposition and Redevelopment of City-Owned Property Located at 143 Fifth Street.
- *56-13(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for May 5, 2014: re Disposition and Redevelopment of City-Owned Properties to Habitat for Humanity.
- *60-13** Economic and Community Development and Environment Committee Report re: Grant Submission: National Association of County and City Health Officials (NACCHO) for the FY2013-2014 Medical Reserve Corps Capacity Building Award (CBA).
- *48-13** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Authorize Certain Capital Improvement Projects.
- *49-13** Budget & Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2015-2019.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 21, 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	City Council Stipends.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Status of termination case.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Bridgeport taxpayers as victims.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, APRIL 21, 2014
6:30 PM**

ATTENDANCE: Council members: Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, McBride-Lee, *Salter, DeJesus, *Castillo, *Martinez, Feliciano, Paoletto, Holloway, *Martinez-Walker
 *=arrived after roll call

ABSENT: Council members: Brannelly, Austin, Vizzo-Paniccia, Marella.

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

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

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on April 21, 2014.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 21, 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	City Council Stipends.	RECEIVED CITY CLERK'S OFFICE 2014 APR 28 A 11:30 ATTEST CITY CLERK
<i>Statement may be submitted to the city clerk's office - or go to www. SoundviewTV.org/Bridgeport to view or listen to the detailed comments</i>		
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Status of termination case.	

Mr. Young apologized to the city council for his outburst at the last public speaking session. He stated that he has been coming before the council for the last eight years to speak about his unjust termination after working for the city for twenty-seven years. He recalled that he had a doctor note that outlined his medical issues. He relayed that he contacted the city attorney's office regarding the unjust termination and he said he would forward the response to Council member Torres on Tuesday. He stressed that he was being treated like a slave because his allegation has been ignored for so long. He

being treated like a slave because his allegation has been ignored for so long. He mentioned that the council members were sworn to an oath to dedicate themselves to the public. He further mentioned that the court moved in favor of the city, noting that as a taxpayer; he had the right to request that his allegations be looked into regarding his termination during 2006. He repeated his comment about slavery to make the point that until slavery was abolished, there was no justice. He said he would like an investigation into the unjust termination and he expressed for someone to hear his cry! He stated that they should call it the way they see it, based on the evidence. He emphasized shame on the court system, noting that no one is above the law.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Bridgeport taxpayers as victims.

Budget Time in Bridgeport – Taxpayer as VICTIM of Faulty Process

Mayor's Proposed Operating Budget for City (Board of Education):

- City \$303 Million up from (\$297 Million – 2014)-BOE \$219 Million (same as 2014) MBR: \$223,112,000 (14); \$224, 805,000 (15) Mayor's budget moves \$9.8 Million of City side expense to BOE as IN KIND includes grants personnel in excess of City current budget and Supportive Contribution @ \$1.6 Million (current City budget around \$600,000 with no detail.
- Failure to fund schools at full MBR risks State funds and challenges State rules; makes a mockery of "less than one mill tax increase" necessary...
- Employees 'Filling positions' labeled in past along with Vacant, Unfilled and New; source of Ghost Positions information; 2015 changes Titled positions in Personnel Summary to FTE (?Full Time Equivalents?) What is current employment status of FTE? How many vacant slots? Including generous fringe benefits 53% of full time compensation (\$118M/\$220M) if job freeze was enacted, what is saving? Job Freeze
- Why is current employee status not reported in monthly financial reports to inform Council and public as to retirements, terminations, layoff and other management control actions? (See BOE)

Capital Budget Proposed (\$ Millions)

- Charter directs solicitation of ideas from public and hearing? Second night? No good notice? Where is City solicitation? No wonder that no attendance.
- Knowlton Park Cost and benefits? Public input?
- Failure to attend to City negative practices that will erode bond rating (See Moody's comments (8-19-13) Moody's Reduction of City Fund Balance; Reliance on cash flow borrowing (TANs); Failure to address Internal Service Fund deficit (up 40% in Finch years); failure to adhere to required pension funding schedule? less than 50% Plan A; significant tax base declines – what did revaluation tell us?

Grants Information

- Lighthouse/After School program has had full budget presented for City funding for years. Grants for the \$1,761,000 program are sought as goals. Why are grant revenues shown as

NOT APPLICABLE? Where are such grant recorded and expended? Is this a source of slush that is not counted in monthly financial reports? Where is disclosure to City Council (and public) on grant revenues? (See BOE disclosure regarding Grants programs, positions funded, etc.)

Legislative Department 2013, 2014, REFORM

- Stipends – Ordinance review incomplete? Who reviews paperwork? Why is purpose of debit card expense not required? (Stop & Shop, Walgreen, Cablevision, etc.??) What is taxation situation, if any? Why are junket expenses, arranged as a group, not coded to Stipend Report? Is it to prevent reimbursement in excess of limit?
- Other Services..... A/k/a illegal and secret charitable contributions to not for profit local groups previous to primaries and election periods 2013. Why not shown in original June draft report? Why no discussion or vote in B&A committee or elsewhere? Who participated in signing off or authorizing? What documentation was referenced?

Comptroller's Revenue ; Line Item 41538 Miscellaneous cash income reported after close of business June 2013. \$510,000....Where did it come from? Can it repeat itself? Any one curious? Well look at page30 of your budget materials when you have a chance. Revenue line items are not in order so hard to find 41538, but it is there and the title changed to COPIES, Copies of what? \$50 bills, maybe 10,000 of them.....Will someone ask what this is from? Does no one care? It is up to you and if you do not care to read, review, and reflect then we have no watchdogs. And if the City situation is so bad then you will be seen at much at fault as an Amtrak train engineer or a South Korean ferry crew. It will not be pretty.

For those of you who complain that I am too tough on you, think of what I have suggested in the past? You are overtasked with no assistance – you voted to eliminate your legislative aide two year ago; you are underinformed because the reports are not read, reviewed and discussed with your public; and you think you are making progress because the City talks about it. But you cannot demonstrate prioritizing and funding, can you? Time will tell.

John Marshall Lee

The following persons signed up to speak before the city council prior to the public speaking session - go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on April 21, 2014

Clyde Nicholson

Mr. Nicholson stated that he was there to get an understanding about the situation at Harding High School. He mentioned that there was a rally regarding the relocation of the school. He noted that all the houses in the community are the same age and he questioned if that is the case, why not tear down all the houses in Bridgeport. He suggested that something else was going on. He questioned why those involved in the project feel that Harding High School has to be moved with no consideration to what the people want, noting that we don't need dictatorship from government.

He went on to mention an issue with the City of Hartford that overruled city matters related to the Board of Education. He said that the citizens of Bridgeport are being dumped on, noting that he is aware of schools with contamination on the property; he questioned if anyone has tested the soil at some of these schools. He compared the piles of contaminated soil to the Mount Trashmore situation, which he said is nothing compared to the contaminated soil piles. He questioned who the city council was elected to represent, the people or the Mayor.

Conrad DeJesus

Mr. DeJesus relayed a spiritual message about God, Satan and fallen angels in relation to releasing the "Power of God" as it pertains to the forces of evil, good and righteousness.

Linda Francis waived her comments to speak during the City Council public hearing.

The public speaking session ended at 7:05 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, APRIL 21, 2014

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, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council member Vizzo-Paniccia

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

Prayer - Council member McBride-Lee offered the prayer.

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

Roll Call - the City Clerk took the roll call and announced there was a quorum.

City Council Citation: In Recognition of the University of Bridgeport Women's Gymnastics Team for being the 2014 USA Gymnastics Women's Collegiate Team National Champions for 6th Year in a Row.

Mayor Finch, Council President McCarthy and the following council members came forward to present the citation: Council members: Paoletto, Martinez, DeJesus, Taylor-Moye, Banta, Lyons.

Council President McCarthy expressed that they always like to recognize good and acknowledge good things happening in Bridgeport. He highlighted that it was déjà vu for the 6th year in a row championship for the University of Bridgeport Women's Gymnastics Team for being the 2014 USA Gymnastics Women's Collegiate Team National

Champions – *the team members and coaches came forward to accept the citation. Council President McCarthy expressed that the team is a source of pride for the city council and the City of Bridgeport. He pointed out that they aren't the regional or state champions, but the **best team in the United States** – to applause!* He read the name of each team member present to come forward and receive the citation – *he read the proclamation that highlighted recognition of the 2014 USA Gymnastics Women's Collegiate Team National Champions for 6th Year in a Row. The proclamation outlined continued success from the entire city council and the City of Bridgeport.*

The team's coach expressed that it was a great honor, noting that they were fortunate to come before the city council for the last six years to receive the citation. He further expressed it was an honor for the city, the school and the team members. He thanked everyone that has been instrumental in the team's success – *a group picture was taken.*

27-13 Public Hearing re: Proposed Resolution Concerning the Disposition and Redevelopment of City-Owned Property to Achievement First Bridgeport Academy Elementary School.

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

- Leon Woods, 430 Carroll Avenue stated that he is a parent of a student that attends the school. He said he was there in support of the land purchase to build and expand the gymnasium and cafeteria. He commented that it's a good project that will allow the school to move forward.
- Laquita Holmes, 431 Park Street stated that she was in support of the project. She expressed that she loves Bridgeport and she was excited about things happening in the city. She noted that she was there to speak on behalf of other families in support.
- Nicole Paul, 155 Bruce Street stated that she has a child that attends the school and she is in support of the project. She noted that there is a parking issue and the expansion will allow a larger drop off area. She further noted that the cafeteria is really small, so the expansion will allow more students to eat together. She also noted that an assembly area is needed to hold activities. Overall, she urged support of the project.
- Fanny Willis stated that she was in support of the project. She expressed that she has seen the amazing impact that the school has had in the community. She urged support of the project to allow the school to expand for the betterment of the students. Overall, she expressed that she was excited about expansion of the school.
- Liz Francis, 424 East Main Street stated that she was in support of the project. She commented that the cafeteria needed expanding to allow all the students to eat together. She further commented that there were numerous reasons why the

expansion will benefit the students, such as; the necessity to enhance academics, student interaction etc.

- Clarissa Carter stated that she was lucky and honored to support the school. She relayed that she has seen the school transform from the beginning to what it is now. She noted that the school serves kindergarten through grade 3 and next year they will serve at full capacity. The expansion will enhance the academic program and the gymnasium will allow a larger space for the students to play. She mentioned that Achievement First does great work and she hoped the project would be supported so that they can continue to serve the children and see much more success.
- A parent of a student that attends the school, who resides at 105 Ezra Street stated that it was crucial to have the expansion and it's vital to expand the academic program at the school. He urged support and he asked the council to take the children's education into consideration.

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

- Ernest Wiggins stated that he wasn't opposed or against the project, however; he noted that the field where youth play sports sponsored by the American Legion wasn't notified about the project. Mayor Finch responded that the field isn't park property, so that was the reason they weren't notified. He urged Mr. Wiggins to keep up the good work he does with the youth football.
- Maria Rivera, 85 Woodrow Road stated that she was opposed to charter schools, but she wasn't opposed to providing a safe environment for children to learn. She referred to a copy of the committee minutes that took up this item and highlighted the following issues:
 - the address of the property wasn't listed on the notice of the public hearing;
 - the property is located adjacent to Luis Marin School that serves the community throughout the summer;
 - concern about the contaminated land and how it will affect the children;
 - appraisal value and the original offer of \$1.00 and the subsequent offer that was made;
 - the issue of the land not being capped during remediation;
 - the lots aren't vacant and they are currently used for activities

She urged the council to send the item back to committee for reconsideration and for the purpose of addressing the matter of any potential risk to the children, neighbors and staff.

- Clyde Nicholson stated that he visited the site and he saw the zoning signs posted. While he was there, he said he observed kids in the neighborhood riding bikes and playing on the field. He said he thought about the contaminated land and he questioned who is responsible for testing the soil. He further questioned how they

can continuously allow kids to be “dumped on”. He further stressed that contaminated land is real serious to one’s health and if the field is going to be used, the contamination should be cleaned up. He stressed that it’s another matter of dumping on Bridgeport again. He added that if they seriously cared about the kids, the council members should stand up for the community against the project and find a safe neighborhood and somewhere else for the project.

- Cecil Young recalled Council member Holloway’s previous comment that Harding High School has been the most contaminated site for years. He emphasized that he would think that the matter of contaminated soil would be addressed. He referred to the Longfellow School situation and the problem they had in the past with contamination. He strongly suggested that they do something about the soil and clean it up. He continued to make comments that had a racial overtone regarding other matters. He eventually returned to the topic of the soil and he urged that it be tested and the results made known so the children aren’t exposed.
- A parent of a Bridgeport public school student stated that they had an issue with the construction that will begin this summer. She mentioned the contaminated materials on site and she recalled that when she was the president of Columbus School parent association, PCP’s were found on the site that contaminated the entire building and involved major remediation. She recalled that the project went on for four years due to the contamination problems associated with the site and the school was subsequently relocated. Overall, she said it’s a matter of potential risk to the children, noting that they deserve to be completely safe. She ended to say that the field is currently used for recreation.
- Conrad DeJesus stated that he was opposed to the sale of the land...he expressed that you and I created the land.

The public hearing ended at 7:40 pm.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2014 (Special Meeting)

**** COUNCIL PRESIDENT McCARTHY MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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- 70-13** Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2014-2015, **ACCEPTED AND MADE PART OF THE RECORD.**
- 71-13** Communication from WPCA re: Proposed Amendments to the Municipal Code of Ordinances, Amend Chapter 13.04 Utilities, referred to Ordinance Committee.
- ** COUNCIL PRESIDENT McCARTHY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

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

Council member Torres made a request to remove the following items:

- *48-13** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Authorize Certain Capital Improvement Projects.
- *49-13** Budget & Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2015-2019.
- The city clerk read the remaining consent calendar items into the record:
- *44-13** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2014.
- *50-13** Contracts Committee Report re: Contract of Sale with the Boys and Girls Club of Bridgeport, Inc.
- *58-13(PHO)** Contracts Committee Report re: Public Hearing Ordered for May 5, 2014: re Hangar Lease with the Connecticut Aerospace Hall of Fame and Museum, Inc., for the Location of the Connecticut Air & Space Center at Sikorsky Memorial Airport.
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- *48-13 Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Authorize Certain Capital Improvement Projects. - *removed*

- *49-13 Budget & Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2015-2019. - *removed*

**** COUNCIL PRESIDENT McCARTHY MOVED TO APPROVE MATTERS TO BE ACTED UPON (CONSENT CALENDAR) *with the exceptions of items *48-13 and *49-13***

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the items that were removed from the consent calendar:

- *48-13 Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Authorize Certain Capital Improvement Projects.

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

Council member Torres stated that he attended every Budget & Appropriations Committee meeting that has been held to date, except for one meeting. He said that he felt the picture seen so far is that they will be forced to have a tax increase. He went on to say that he felt it will result in huge expenditures for the city that they can't afford, noting that it will equate to blank checks to the City of Bridgeport. He mentioned the \$3 million expenditure related to bonding. He commented that normally, it will be a joke if they went to the bank to ask for a loan for that amount. He relayed that when someone asks for \$3 million; there should be detailed information as to why it's needed. Overall, he said the matter related to giving the Mayor and his staff blank checks to do what they want. He further mentioned another \$3.2 million expenditure and when on to comment about the east side Pequonnock River property that was acquired from a private entity and they are now up to a cost of \$9 million to expand and improve the property, however; he said no consideration was given to minority contractors. He stressed that it seemed the contracts are going to what he termed the usual suspects. He asked that they be considerate to the people of Bridgeport who already pay the highest taxes in the country and. He stated that he wanted to suggest an amendment be made to the contract.

**** COUNCIL MEMBER TORRES MOVED TO AMEND *48-13 Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Authorize Certain Capital Improvement Projects.**

**Mayor Finch requested that Council member Torres draft the amendment wording and submit it to the city clerk's office.*

**** COUNCIL MEMBER HALSTEAD SECONDED**

Council President McCarthy made it clear that the Budget & Appropriations Committee worked on the details for this item for two weeks and they were satisfied with the outcome. He emphasized that he was fully against the amendment, because it will set the city back tremendously in relation to the bonding matter. He clarified that it will equate to not building and doing construction for two years. He recalled that during the time that there was a Financial Review Board, there wasn't any bonding whatsoever and it greatly affected the infrastructure. He gave an example of purchases for fire apparatus that were put on hold, noting the importance of maintaining updated fire equipment. He stated that the matter shouldn't be about someone grandstanding to make a statement that they are looking to save the taxpayers money. He stressed that the matter does relate to the city borrowing money over the course of two years, noting that it's his guesstimate that it will result in a low interest rate. He further relayed the benefits of good fiscal management for the city.

Council member Taylor-Moye stated that she was present for the Budget & Appropriations Committee when they went through the matter pertaining to the \$3 million expenditure. She stated that she was against the amendment. She recalled that the city has done a lot of development to date and nothing will be different for the project proposed at 375 Main Street. She stressed that they have to stop looking in the past and consider looking forward to the future to develop decent housing. She emphasized that replacement housing is sorely needed in the city and she questioned what is it that is stopping some people from enjoying the same quality of life as others and have the opportunity to raise

their children in Bridgeport. Overall, she expressed that it takes many entities to help a city sustain itself. She urged denial of the amendment.

Council member Brannelly stated that as co-chair of the Budget & Appropriations Committee, it is certain and clear that they went through the capital plan and it was a process that was 100% supported by her. She stressed that there were many things that they came to know and had to grasp. She mentioned the equipment that is needed that the city doesn't currently have and she was adamant that the process isn't frivolous, it's a very responsible urban plan to ensure that we have what we need; such as fire and police equipment. She stated the interest rate that was brought forth is usually unheard of and the city needs to maintain a certain level related to maintenance and economics. She further stressed that if they think that taking down decrepit, molded and infested units is not a good idea; then they have the wrong idea. She relayed a personal comment to Council member Torres to say that she felt that his daughter shouldn't be living in one of the units by herself. Overall, she said she felt the project needs to move forward.

She continued to emphasize key points as to why the item should be approved based on the following reasons: economic development; projects that are proposed and much needed; the need to invest in the city to encourage business. She stressed the importance of listening to the people who do the day-to-day work, noting that they need to invest in neighborhoods.

Council member Torres stated that he wanted to submit an amendment to remove the amount of \$32,827,000.00 from bonding. He relayed that a portion of the expenditure will be for roadwork. He read the amounts that were listed that have been budgeted for varied projects and improvements. He relayed his account of a personal loss for a building located on the east side. He made mention to a project that could have been good for the city, but was ignored. He stressed that economic development will come when the land is cheap and the taxes are low. He said he didn't feel that investing in a higher priced development that won't benefit the city will help the city.

Council member Halstead explained that he seconded the motion due to the comments related to economic development. He mentioned Knowlton Park, noting that fixing the park won't attract investors, because it's also necessary to improve the surrounding parks.

Council member Taylor-Moye made some additional comments, noting that the first phase of the project will be for demolition; replacement housing is needed and it's necessary to rebuild new, not just cover up the problems cosmetically.

Council member Lyons mentioned that she did some research about bonding. She stated that it's common in most cities and it's important to maintain the infrastructure. She relayed that the budget sounded like it was becoming a personal issue and it should be about bonding. She stressed that the city has become dilapidated; taxes are going up and she emphasized that they are there to help improve the city and they have the responsibility to take care of the roads, parks etc. She said she felt that they needed to stop the picking and choosing and look at the overall picture of what's best for the City of Bridgeport.

Council member Martinez-Walker stated that we all need to remember that they were elected to make a difference in the community in the City of Bridgeport and not to sit on the council every other Monday to battle over what needs to be done. She commented that develop is necessary and rebuilding is needed to attract people to the city.

Council member Halstead commented that a lot of work needs to be done in the parks, homes and other areas in the city.

Council member McBride-Lee stated that although the council members may have different opinions, she acknowledged Council President McCarthy for his guidance in allowing everyone to express their opinion. She said it's important to remain true to those that voted them to the city council. She expressed that everyone wants to see Bridgeport built up and improved and not see dilapidated, boarded up buildings. She said she felt they need to be professional about their discussions and keep in mind the people of the city.

Council member Swain stated that she sits on the Budget & Appropriations Committee and although she didn't agree with Council member Torres amendment, she commented that it was a good thing that he at least started the discussion.

Council President McCarthy clarified that a yes vote = in support of the amendment *and* a no vote= not in support of the amendment.

**** MOTION PASSED WITH A SHOW OF HANDS OF FOUR VOTES IN FAVOR AND FOURTEEN VOTES IN OPPOSITION**

**Note} Council member Holloway left the meeting prior to the above vote and was not counted when the vote was carried.*

***49-13** Budget & Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2015-2019. - *removed*

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

**** COUNCIL MEMBER AUSTIN SECONDED**

Council member Torres stated that this item pertained to what they are planning to spend in the future and he didn't agree with doing that.

**** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCL MEMBER TORRES)**

Mayor Finch briefly commented that it was a good job done, noting the long hours and decisions that were made for the best of the city. He relayed that every city bonds to help their residents.

Other business:

Council member Paoletto reminded everyone to make it convenient for the Assistant City Clerk and please sign their reports immediately following the meeting.

New business:

**** COUNCIL MEMBER MARTINEZ MOVED TO ADD AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION**

****It was noted that the item required a two-thirds vote to add it to the agenda***

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER MARTINEZ MOVED TO RENAME THE STREET TO ST. JOHN PAUL LOCATED AT THE INTERSECTION OF ST. MICHAEL CATHOLIC CHURCH IN AN HONORARY FASHION TO RECOGNIZE THE POLISH AMERICAN COMMUNITY**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM #73-13)**

Council member Halstead requested a point of personal privilege} that when a city owned property is included in an agenda item, it should be properly advertised with the address.

**** COUNCIL MEMBER AUSTIN MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER AUSTIN MOVED TO REFER THE FOLLOWING ITEM TO THE CONTRACTS COMMITTEE RE: REQUEST FOR APPROVAL OF BPT CITY COUNCIL FOR SEWERAGE SERVICE TO A PROPOSED DORMITORY TO BE CONSTRUCTED BY SHU (SACRED HEART UNIVERISTY) ON ITS PARK AVE., CAMPUS, FAIRFIELD**

**** COUNCIL PRESIDENT McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM #72-13)**

Moment of Silence:

Council President McCarthy asked for a moment of silence for former city council member Donna Curran's son who passed away. It was noted that a fruit basket was sent on behalf of the entire city council.

Mayor Finch briefly commented on the all the new projects that were discussed and covered during the meeting tonight, noting that it was a great job done!

ADJOURNMENT

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

The meeting adjourned at 8:55 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

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

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, April 21, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #27-13

Proposed Resolution concerning disposition of and redevelopment of City Owned Property to Achievement First Bridgeport Academy Elementary School.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

2 Editions, Connecticut Post:

PLEASE PUBLISH ON Friday, April 11, 2014 and Friday, April 18, 2014

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Dated: April 8, 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. Kabel, Deputy CAO

A. Wood, Chief of Staff

M. Anastasi, City Attorney

D. Kooris, Director, OPED

B. Coleman, Dir., Neighborhood Development, OPED



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. #69-13 Referred to ECD&E Committee on 4/21/2014

City Clerk
 45 Lyons Terrace
 Bridgeport, CT 06605

March 04, 2014

**Re: A Resolution Concerning Disposition of City Owned Property and Ordering a Public Hearing
 Relative to the Same**

Dear City Clerk:

The City of Bridgeport is preparing to dispose of the following Property, as listed below. The Planning & Zoning Commission gave its approval for such disposition. The City Hall Committee gave its approval.

Disposition of City-Owned Parcels by auction or sale to Abutter

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot	Recommendation
38	Luther Street	Lot	2605-11A	Sell

Attached, please find individual parcel locator maps and parcel data sheets for all of these disposition parcels, and a resolution to effectuate the sale that requires Council approval.

Since there is a requirement that a Public Hearing be conducted by the Legislative body of the City of Bridgeport prior to any vote to approve or disapprove the sale, disposition or transfer of real property owned by the municipality; and since the City Clerk shall cause notice of such public hearing to be published in an newspaper of general circulation, and order the posting of the property in conformance with the City Ordinance and State Statute, I have attached a Resolution for your referral.

Thank You.

Sincerely,

Max Perez
 Senior Economic Development Associate

RECEIVED
 CITY CLERK'S OFFICE
 2014 APR - 3 A 9 10
 ATTEST
 CITY CLERK

CC: Mayor Finch
 Andrew Nunn, CAO
 David Korris, Director OPED

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISPOSITION AND REDEVELOPMENT OF
38 LUTHER STREET**

WHEREAS, Mr. Miguel Reyes (the “Developer”) is the owner of a single-family home at 115 Luther Street, as well as the owner of a single-family home at the adjacent 117 Luther Street; and

WHEREAS, the City of Bridgeport (the “City”) owns an undevelopable wetland property (50’ x 100’ in size) at 38 Luther Street (the “Property”), which is located across the street from the properties owned by the Developer; and

WHEREAS, Luther Street is one block long, consists entirely of single-family homes, and dead-ends at Elton Rogers Park, a City-owned wooded wetland; and

WHEREAS, the Developer is willing to purchase the Property from the City of Bridgeport for \$1,000.00 (One Thousand Dollars) and is further willing to remove all blight from the Property in order to landscape it and use it as a private garden; and

WHEREAS, the Property was appraised on February 22, 2014 at \$1,000.00 (One Thousand Dollars); and

WHEREAS, the current untended state of the Property offers no economic benefit to the City, and detracts from the attractiveness of the area; and

WHEREAS, the Developer’s proposal to create a landscaped garden area is appropriate for this wetland lot, and is consistent with character of the neighborhood and will add to its beauty; and

WHEREAS, the Developer will redevelop the Property at his own expense and seeks no warranties from the City regarding the environmental condition, physical condition or title of the Property;

NOW THEREFORE BE IT RESOLVED that the disposition of the Property to the Developer for the appraised value price of \$1,000 (One Thousand Dollars) is hereby approved; and

BE IT FURTHER RESOLVED that the Director of the City’s Office of Planning and Economic Development is hereby authorized to do any and all things necessary to negotiate and execute with the Developer an agreement for the sale and redevelopment of the Property in a manner consistent with this resolution.

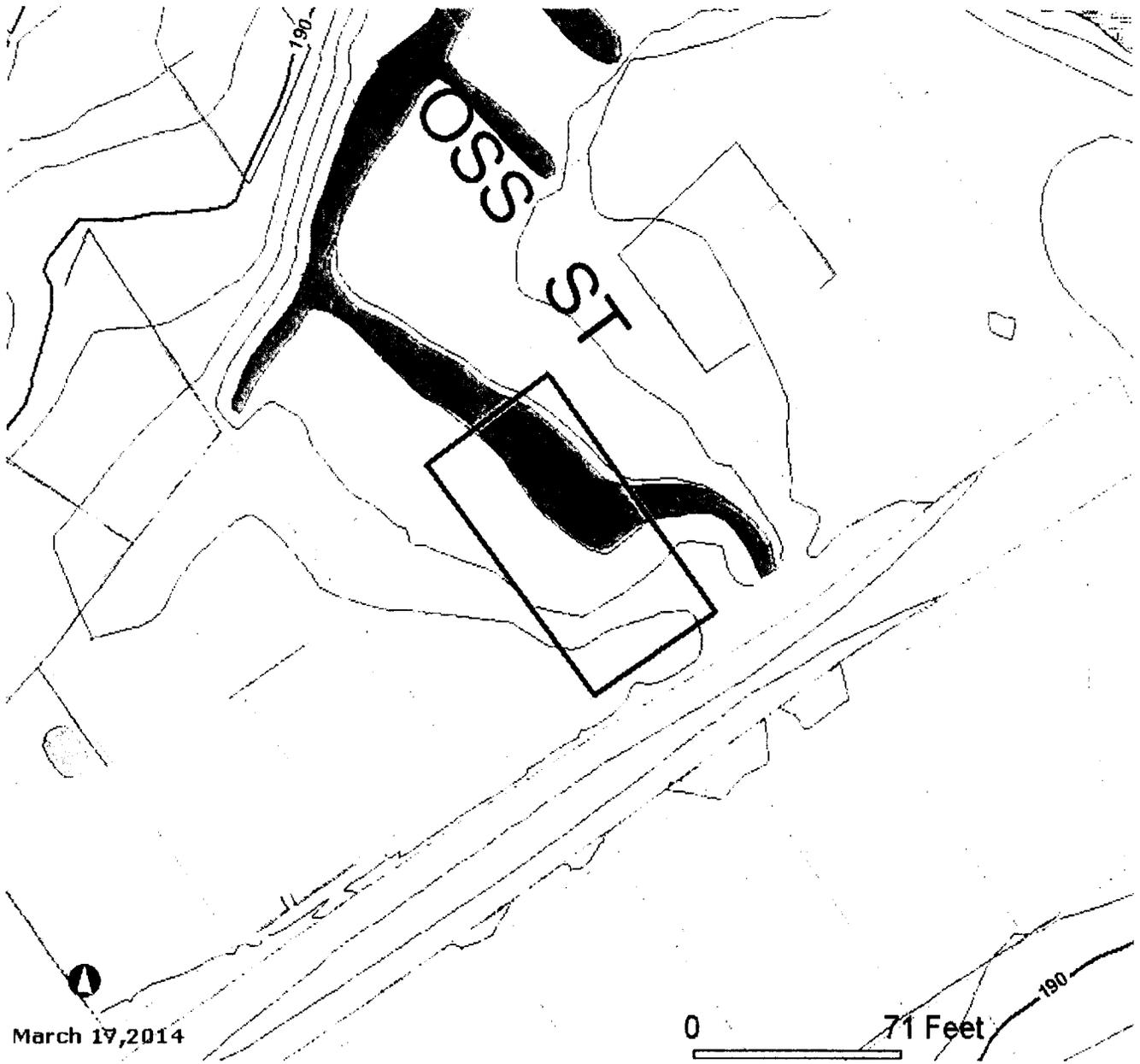
Mr. Max Perez
Office of Planning and Economic Development
999 Broad Street – 2nd Floor
Bridgeport, CT 06604

Dear Mr. Perez,

My name is Miguel Angel Reyes and I reside at 117 Luther Street, Bridgeport, CT 06606. I also own the property at 115 Luther Street located next door to me. I am writing this letter because I am very interested in purchasing the property located at 38 Luther Street, which is across the street from my two houses. This property, 38 Luther Street, is a piece of land that is completely abandoned. It has a lot of dried trees that are about to fall on the electrical lines and is very dangerous to our whole neighborhood. Also, the neighbors throw dried branches and other debris there like it is a garbage dump. That property is very dark at night, and is dangerous because it can be a hiding place for bad characters. In most recent times there have been robberies on our street, and even a car was stolen a few months ago. Of all of the neighbors I am the one who tries to keep the area clean by clearing the catch basin and removing the leaves on the edge of the property. The property needs serious maintenance and I am willing to do it. I have been working in construction for the last 15 years and I would like to clean the property up and make it presentable. I am willing to pay \$1,000.00 to purchase this property and vow to make myself responsible in keeping the area clean for our community. I know my neighbors will be very happy to see the area clean just as I maintain my two other properties. Please allow me to have the opportunity to do so.

Sincerely,

Miguel Reyes





**APPRAISAL OF
THE PROPERTY LOCATED AT**

38 LUTHER STREET
BRIDGEPORT, CT. 06606

as of

February 22, 2014

for

MR. MIGUEL REYES
115 LUTHER STREET
BRIDGEPORT, CT. 06606

by

ATLAS APPRAISAL GROUP
P.O. BOX 832
NORWALK, CT 06852

LAND APPRAISAL REPORT

REYES-PVT. File No. 2649

IDENTIFICATION

NEIGHBORHOOD

SITE

MARKET DATA ANALYSIS

RECONCILIATION

Owner CITY OF BRIDGEPORT Census Tract 727 Map Reference NECTA 71950
 Property Address 38 LUTHER STREET
 City BRIDGEPORT County FAIRFIELD State CT. Zip Code 06606
 Legal Description VOL. 7544 PAGE 9--PER CITY RECORDS
 Sale Price \$ MKT VALUE Date of Sale N/A Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ N/A (yr.)
 Client MR. MIGUEL REYES Address 115 LUTHER STREET, BRIDGEPORT, CT. 06606
 Occupant VACANT LAND Appraiser GUY ROCCO Instructions to Appraiser MKT VALUE OF VACANT LAND
 Intended User: CITY OF BRIDGEPORT Intended Use: MARKET VALUE ESTIMATE FOR VACANT LAND

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input checked="" type="checkbox"/> Over Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>75</u> % 1 Family <u>15</u> % 2-4 Fam <u>1</u> % Apts. <u>2</u> % Condo <u>2</u> % Commercial						
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5</u> % Vacant				
Single Family Price Range	\$ <u>85,000</u> to \$ <u>275,000</u>		Predominant Value \$ <u>170,000</u>				
Single Family Age	<u>NEW</u> yrs. to <u>150</u> yrs.		Predominant Age <u>60</u> yrs.				

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) THE SUBJECT IS LOCATED ON A DEAD END STREET IN THE NORTH END OF BRIDGEPORT. THE NEIGHBORHOOD IS COMPRISED OF PREDOMINATELY SINGLE FAMILY HOMES OF VARYING STYLES & AGES, GENERALLY MAINTAINED IN AVG. CONDITION. SUBJ. SITE IS W/IN REASONABLE DISTANCE OF I-95, SCHOOLS, METRO NORTH R/R, SHOPPING, RECREATIONAL FACILITIES & EMPLOYMENT CTRS.

Dimensions SEE ATTACHED MAP = 11 ACRES Corner Lot
 Zoning Classification RES "RA" ZONE Present improvements do do not conform to zoning regulations

Highest and best use: Present use Other (specify) _____

Elec.	<input checked="" type="checkbox"/> Public	Other (Describe) _____	Topo	<u>GENTLY SLOPING</u>
Gas	<input checked="" type="checkbox"/>		Size	<u>TYPICAL FOR THE AREA</u>
Water	<input checked="" type="checkbox"/>		Shape	<u>RECTANGULAR</u>
San. Sewer	<input checked="" type="checkbox"/>		View	<u>STREET & YDS</u>

OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface ASPHALT
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights

Drainage TYPICAL OF THE AREA
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) THE SUBJECT IS AN UNBUILDABLE LOT THAT IS LOCATED WITHIN AN "A" FLOOD ZONE PER ATTACHED MAP. IT HAS A SIGNIFICANT AMOUNT OF WETLANDS RUNNING THROUGH THE PROPERTY.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>38 LUTHER STREET BRIDGEPORT, CT. 06606</u>	<u>425 PEQUONNOCK STREET BRIDGEPORT, CT.</u>	<u>50 RITA AVENUE BRIDGEPORT, CT.</u>	<u>42 RITA AVENUE BRIDGEPORT, CT.</u>
Proximity to Subj.		<u>2.81 miles S</u>	<u>1.36 miles E</u>	<u>1.37 miles E</u>
Sales Price	\$ <u>MKT VALUE</u>	\$ <u>2,000</u>	\$ <u>5,000</u>	\$ <u>5,000</u>
Price	\$ <u>N/A</u>	\$ <u>33,333</u>	\$ <u>41,667</u>	\$ <u>41,667</u>
Data Source	<u>C. HALL/EXT.INSPECT</u>	<u>CITY HALL/MLS/CLOSED</u>	<u>CITY HALL/MLS/CLOSED</u>	<u>CITY HALL/MLS/CLOSED</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>04/04/2012</u>	<u>06/12/2013</u>	<u>06/12/2013</u>
Location	<u>URBAN/AVG</u>	<u>URBAN/AVG</u>	<u>URBAN/AVG</u>	<u>URBAN/AVG</u>
Site/View	<u>AVG. VIEWS</u>	<u>AVG. VIEWS</u>	<u>AVG. VIEWS</u>	<u>AVG. VIEWS</u>
Site Area	<u>.11 ACRES/WETLND</u>	<u>.06 ACRES</u>	<u>.12 AC/NO WETLND</u>	<u>.12 AC/NO WETLND</u>
ZONING	<u>RES. ZONE</u>	<u>RES. ZONE</u>	<u>RES. ZONE</u>	<u>RES. ZONE</u>
FLOOD ZONE	<u>YES</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
BUILDABLE	<u>UNBUILDABLE</u>	<u>UNBUILDABLE</u>	<u>BUILDABLE</u>	<u>BUILDABLE</u>
Sales or Financing Concessions				
Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-1,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-4,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-4,000</u>
Indicated Value of Subject		Gross <u>50.0%</u> Net <u>-50.0%</u> \$ <u>1,000</u>	Gross <u>80.0%</u> Net <u>-80.0%</u> \$ <u>1,000</u>	Gross <u>80.0%</u> Net <u>-80.0%</u> \$ <u>1,000</u>

Comments on Market Data: COMPS CHOSEN DEEMED BEST AVAILABLE. COMPS #2&3 WERE EACH ADJ. FOR THEIR BUILDABLE STATUS AND LACK OF WETLANDS. THE MID RANGE OF VALUE WAS CHOSEN AS THE FINAL ESTIMATE OF VALUE BASED ON THE CURRENT BRIDGEPORT MARKET.

Comments and Conditions of Appraisal: _____

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Guy Rocco*
 Name GUY ROCCO
 Company Name ATLAS APPRAISAL GROUP
 Company Address P.O. BOX 832
NORWALK, CT 06852
 Telephone Number 203-257-0839
 Email Address ATLASAPPRAISALCT@AOL.COM
 Date of Signature and Report March 3, 2014
 Effective Date of Appraisal February 22, 2014
 State Certification # RCR.0000816
 or State License # _____
 or Other _____ State # _____
 State CT
 Expiration Date of Certification or License 04/30/2014

ADDRESS OF PROPERTY APPRAISED
38 LUTHER STREET
BRIDGEPORT, CT 06606
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,000
 CLIENT
 Name Mr. Reyes
 Company Name MR. MIGUEL REYES
 Company Address 115 LUTHER STREET
BRIDGEPORT, CT 06606
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

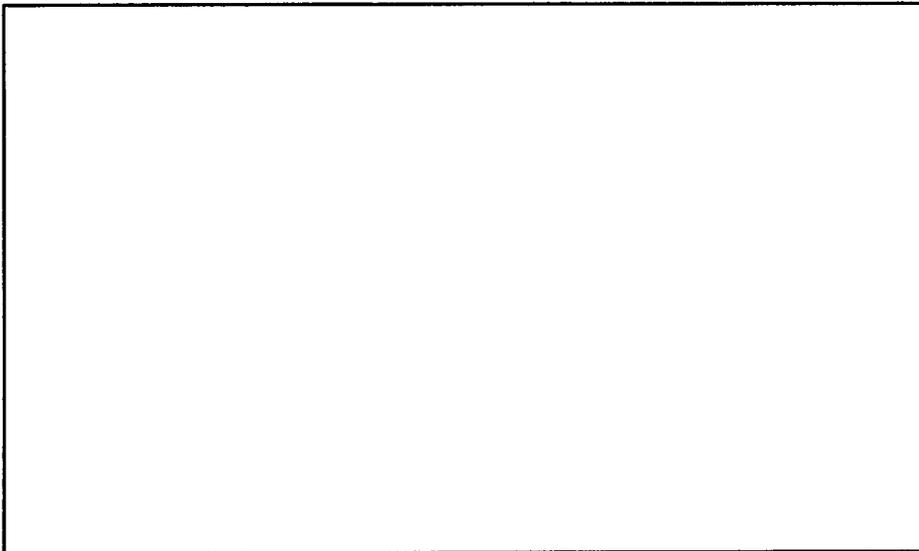
- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

PHOTOGRAPH ADDENDUM

Intended User	CITY OF BRIDGEPORT				
Property Address	38 LUTHER STREET				
City	BRIDGEPORT	County	FAIRFIELD	State	CT.
Client	MR. MIGUEL REYES				
Zip Code	06606				



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Intended User	CITY OF BRIDGEPORT						
Property Address	38 LUTHER STREET						
City	BRIDGEPORT	County	FAIRFIELD	State	CT.	Zip Code	06606
Client	MR. MIGUEL REYES						



COMPARABLE #1

425 PEQUONNOCK STREET
BRIDGEPORT, CT.

PRICE	\$2,000
PRICE/SF	33,333
DATE	04/04/2012
LIVING AREA	.06 ACRES

VALUE INDICATION \$1,000



COMPARABLE #2

50 RITA AVENUE
BRIDGEPORT, CT.

PRICE	\$5,000
PRICE/SF	41,667
DATE	06/12/2013
LIVING AREA	.12 AC/NO WETLND

VALUE INDICATION \$1,000



COMPARABLE #3

42 RITA AVENUE
BRIDGEPORT, CT.

PRICE	\$5,000
PRICE/SF	41,667
DATE	06/12/2013
LIVING AREA	.12 AC/NO WETLND

VALUE INDICATION \$1,000

SUBJECT TAX SHEET

Intended User	CITY OF BRIDGEPORT		
Property Address	38 LUTHER STREET		
City	BRIDGEPORT	County	FAIRFIELD
		State	CT.
Client	MR. MIGUEL REYES		
		Zip Code	06606

Tax Property Full

[Click icon to go to MLS Listings](#)

Property Location & Identification			
38 Luther St, Bridgeport CT 06606 1816			
County:	Fairfield	Carrier Rte:	C032
Census Tract:	072700	Census Block:	3000
Property ID:	130M2605B11A		
Latitude:	41.220963	Longitude:	-73.216345

Current Owners Information

1: Bridgeport City Of
2:

How Related:
Owner Occupied: No

Owner's Address

45 Lyon Ter
Bridgeport CT 06604-4023

Most Recent Tax Information

Assess Land Value: \$64,740
Assess Bldg Value:
Assess Total Value: \$64,740

Tax Year(July+): July 2013-June 2014
Fiscal Year: 2013
Tax District:
Base Mil Rate: 41.850
Additional Dist. Mil Rate:
Total Mil Rate: 41.85
Tax Amount:

Most Recent Sale Information

Date: 07/02/2007 Amount: \$1
Type: Foreclosure Sale

Arm Length?: No
Deed: Strict Frclisure
Nominal?:
Record(Vol/Pg): 7544/9

Most Recent Mortgage Information

Name:

Date:

Amount:

Property Characteristics and Use Information

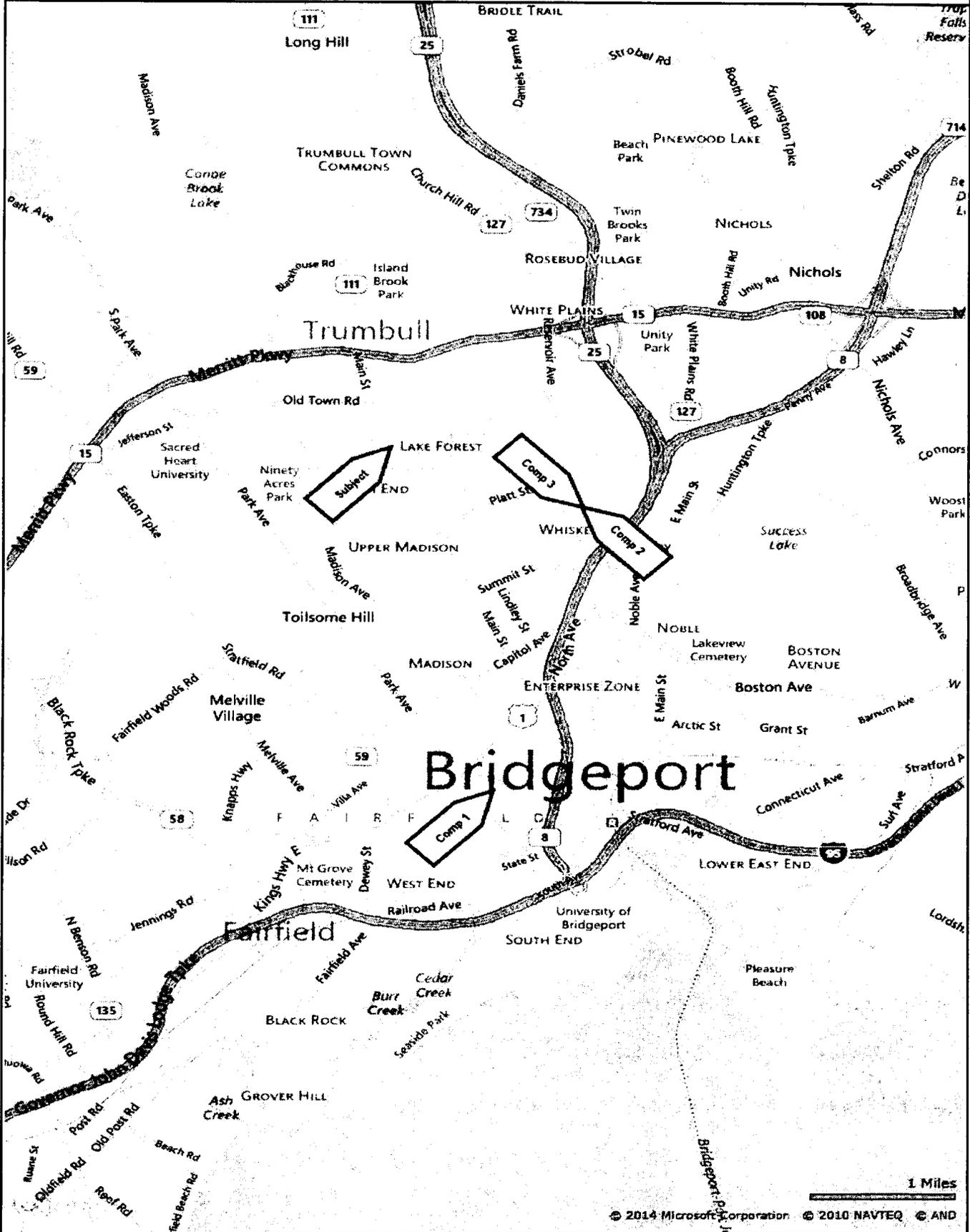
Lot Size in Acres: .11
Lot Size in Sq Ft: 5,000
Building Area:
Living Area:
Basement Sq Ft:
Unfinished Bsmt Sq Ft:
Attic Sq Ft:
Frst Floor Sq Ft:
Amenity 1:
Amenity 2:
Amenity 3:
Amenity 4:
Amenity 5:

Buildings:
of Units:
of Floors:
Rooms:
Beds:
Full Baths:
Half Baths:
Fireplaces:
Parking:
Major
Renovation:
Year Built:
Common Own%:
Condo Floor:

Property Usage: Cty/Twn Prop
Parking Type:
Bldg Style:
Building Condition:
Construction:
Exterior:
Roof Type:
Roof Material:
Basement Type:
Heat Type:
Heat Fuel:
Zoning:

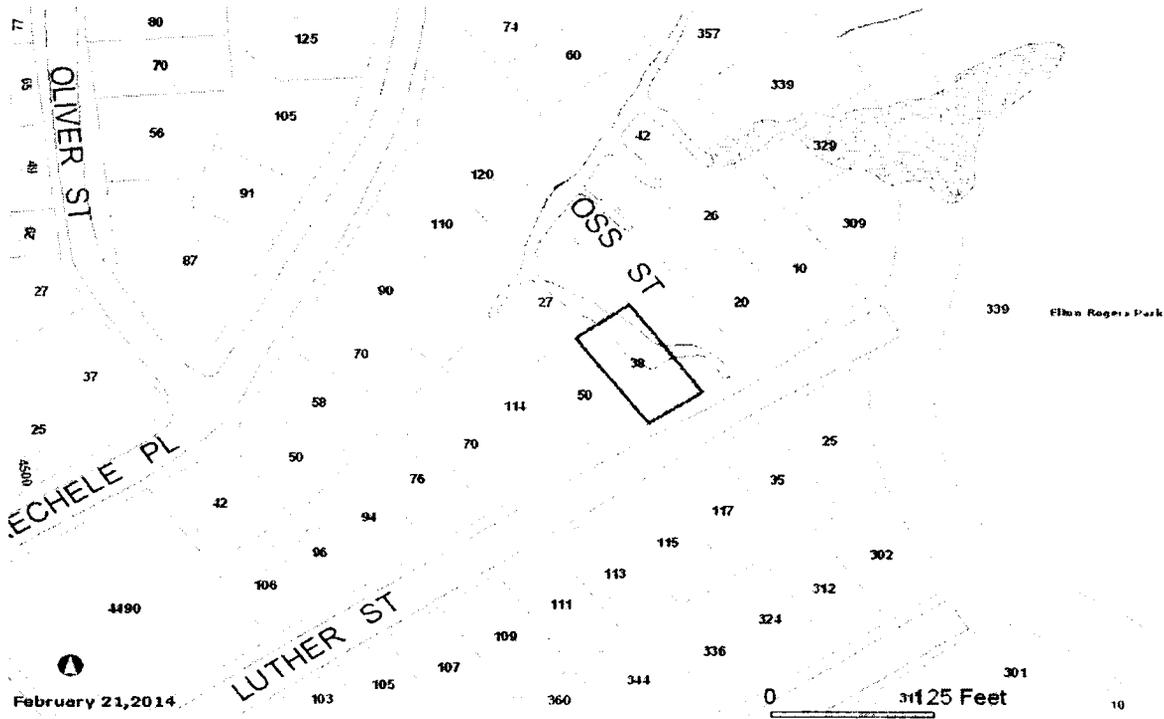
Location Map

Intended User	CITY OF BRIDGEPORT		
Property Address	38 LUTHER STREET		
City	BRIDGEPORT	County	FAIRFIELD
		State	CT
		Zip Code	06606
Client	MR. MIGUEL REYES		



SITE PLAN

Intended User	CITY OF BRIDGEPORT				
Property Address	38 LUTHER STREET				
City	BRIDGEPORT	County	FAIRFIELD	State	CT.
Client	MR. MIGUEL REYES				
				Zip Code	06606



FLOOD MAP

Intended User **CITY OF BRIDGEPORT**
 Property Address **38 LUTHER STREET**
 City **BRIDGEPORT** County **FAIRFIELD** State **CT.** Zip Code **06606**
 Client **MR. MIGUEL REYES**



Flood Zones

- | | | | |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------|
|  | Areas inundated by 500-year flooding |  | Floodway areas |
|  | Areas outside of the 100- and 500-year flood plains |  | Floodway areas with velocity hazard |
|  | Areas inundated by 100-year flooding |  | Areas of undetermined but possible flood hazards |
|  | Areas inundated by 100-year flooding with velocity hazard |  | Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 41.221355
 Longitude: -73.215607
 Community Name: BRIDGEPORT, CITY OF
 Community: 090002
 SFHA (Flood Zone): Yes
 Within 250 ft. of multiple flood zones: Yes
 Zone: A
 Panel: 0427F
 FIPS Code: 09001

Map #: 09001C0427F
 Panel Date: 06/18/2010
 Census Tract: 727

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STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

GUY R ROCCO
PO BOX 832
NORWALK, CT 06852

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

License # RCR.0000816

Effective: 05/01/2013

Expiration: 04/30/2014


William M. Mulvaney, Commissioner



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

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

WILLIAM E. ROBINSON
Acting General Manager

COMM. #70-13 ACCEPTED AND MADE PART OF THE RECORD on 4/21/2014

MEMORANDUM

DATE: March 27, 2014
TO: WPCA Board Members
FROM: William E. Robinson, Acting General Manager
RE: Proposed Fiscal 2014-2015 WPCA Budget

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 APR - 14 P 2:00

Attached is the General Manager's Proposed Budget for Fiscal 2014-2015.

The proposed user rate in this budget is \$5.946 which is the same rate as for Fiscal 2013-2014.

The major changes in costs in this budget are primarily in the following areas:

Legal Costs and Engineering Services are expected to be lower due to finalizing the contracts for replacement of our contract operator and anaerobic digester.

The Operations and Maintenance contract fee is lower by \$357,642 due to the final negotiated contract amount with our new operator being lower than originally anticipated. A later adjustment to the estimated FY 2015 fee will be made based upon the change in the CPI Index.

State Loan Reserve Funding is lower by \$146,464 due to pre-funding for active projects that will be closing in Fiscal 2015 and new projects closing in the following years.

The estimated cost of electricity is higher by \$454,250 due to expected higher commodity prices and delivery costs. Natural gas costs are expected to be higher by \$81,000 due to higher anticipated commodity costs.

Debt service for City Bonds is higher by \$98,519 due to the City's new bonding in Fiscal 2015 to provide funding for capital expenditures at the treatment facilities and replacement of vehicles and equipment in field operations.

Bad Debts is higher by \$1,824,447 due to lower expected collections.

Sewer rehabilitation includes pipe replacement and lining for \$1,000,000. An additional \$500,000 has been budgeted for heavy sewer cleaning in the areas of the CSO-H project where CT DEEP funding does not cover this cost when needed prior to sewer lining.

The equipment area includes replacement and or rehabilitation of various equipment at both treatment facilities.

Operating reserves have been increased due to the contract operator change which may result in increased costs beyond contractual amounts for sludge disposal, chemicals and equipment maintenance.

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

Total anticipated Bridgeport sewer user revenue are lower due to expected reduced water usage.

Revenues from outside communities are higher due to billing Trumbull based on flow coming in through the meters at the border rather than water use which results in an increase in CCF billed by 400,000 units.

This budget includes the expectation of the use of new bond funding through the City to cover capital costs that total \$743,500.

Attachments

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

PROPOSED BUDGET

FISCAL 2014/2015

March 27, 2014

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

PROPOSED BUDGET

FISCAL 2014/2015

March 27, 2014

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT
FISCAL 2014-2015 PROPOSED BUDGET**

	PROPOSED FY 2015 BUDGET
REVENUES:	
BRIDGEPORT	
OUTSIDE COMMUNITIES	<u>\$30,133,125</u>
INTEREST ON INVESTMENTS	9,056,184
SEPTIC TICKET REVENUE	8,000
OTHER REVENUE	650,000
ARREARAGE COLLECTIONS	119,817
CAPITAL FUNDS	2,553,000
TOTAL REVENUES	<u>743,500</u>
	<u><u>\$43,263,626</u></u>
EXPENSES:	
OPERATIONS, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT	
UTILITIES	\$23,331,915
ADMINISTRATION	2,835,250
COLLECTION SYSTEM REHABILITATION	2,488,339
CITY OVERHEAD COSTS	1,500,000
COLLECTION FEES	475,000
DEBT SERVICE-BONDS	275,000
STATE LOAN RESERVE FUNDING	477,581
EQUIPMENT & VEHICLES	6,145,162
BAD DEBT RESERVES	1,018,500
OPERATING RESERVE	4,366,879
TOTAL EXPENSES	<u>350,000</u>
	<u><u>\$43,263,626</u></u>
 The approved usage fee and rates are as follows:	
Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$5.946
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.480
Industrial Total Suspended Solids Surcharge per Pound	\$0.430

NEW A/C#	ACCOUNT DESCRIPTION	2010/2011 ACTUAL	2011/2012 ACTUAL	2012/2013 ACTUAL	2013/2014 MODIFIED BUDGET	2013/2014 ESTIMATE	2014/2015 PROPOSED BUDGET
DEPT. 400 - ADMINISTRATION							
1000	SALARIES	512,173	559,281	559,175	662,421	516,300	691,886
1140	LONGEVITY	4,800	4,950	5,850	6,825	6,825	7,875
1108	OVERTIME	11,691	17,557	18,501	17,500	19,000	24,000
2000	FRINGES-NET OF DEP RECOVERY	152,558	191,982	191,839	266,742	200,000	295,857
3605	SEMINAR,CONF. FEES & MEMBERSHIPS	1,680	1,128	1,388	1,800	1,775	2,000
3705	ADVERTISING	1,410	2,962	2,897	7,000	7,000	8,500
3720	TELEPHONE	1,678	2,153	2,565	3,250	3,150	3,500
3905	REIMBURSED TRAVEL	1,051	1,691	1,633	2,000	1,950	2,500
4020	COMPUTER PARTS	150	0	0	400	0	500
4555	COMPUTER SUPPLIES	988	163	979	1,500	1,250	1,600
4550	COMPUTER SOFTWARE	74	475	0	1,000	750	1,200
4610	DIESEL FUEL	53,353	78,625	109,773	140,000	135,000	160,000
4615	GASOLINE FOR VEHICLES	103,693	132,837	101,658	130,200	125,000	150,200
4675	SUPPLIES-OFFICE	1,834	2,863	2,391	2,600	2,500	2,800
4680	PERMITS(NPDES)	6,867	7,127	8,327	8,450	7,000	8,400
4705	SUBSCRIPTIONS	320	590	320	450	150	500
4725	POSTAGE DIRECT	1,500	1,880	1,892	2,250	2,000	2,400
4745	SAFETY EQUIPMENT	450	436	0	725	725	800
5055	COMPUTER EQUIPMENT	868	0	9,584	7,500	3,500	7,500
5150	OFFICE EQUIPMENT	3,911	0	499	500	500	750
5155	EQUIPMENT RENTAL	2,164	2,164	2,164	2,500	1,750	3,000
5530	OFFICE FURNITURE	1,529	227	750	1,000	750	1,200
6010	ENGINEERING SERVICES	464,305	352,356	375,049	400,000	385,000	400,000
6055	COMPUTER SERVICES	901	326	3,500	2,500	2,250	3,500
6065	COMMUNICATION EQUIP-M&R	9,750	10,425	12,155	11,560	11,500	12,500
6100	AUDIT FEES	11,000	12,000	13,000	14,000	14,000	15,000
6110	BILLING SERVICES	1,859	2,365	468	3,000	2,750	3,500
6130	LEGAL SERVICES	124,757	172,940	693,806	950,000	950,000	700,000
6175	M & R EQUIP.-OFFICE EQUIP	1,825	1,237	1,167	1,975	1,750	2,250
6180	OTHER SERVICES	644	13,779	30,430	24,000	24,000	30,000
6200	PRINTING-IN HOUSE	690	700	350	2,000	850	2,000
6225	SECURITY SERVICES	3,444	2,800	1,275	3,200	3,116	3,400
7005	CONTINGENCY	5,075	0	1,381	10,000	100,000	250,000
8801	GASOLINE& DIESEL/ RECOVERY	(167,138)	(196,742)	(185,293)	(270,000)	(260,000)	(310,000)
8803	M & R EQUIP. & SECURITY-RECOVERY	(6,580)	(6,954)	(7,349)	(7,810)	(7,810)	(8,279)
9015	PRINTING SERVICES	395	447	3,000	4,000	3,500	4,500
2278	WORKERS COMPENSATION	(15,181)	8,124	7,200	7,200	7,200	3,000
TOTAL ADMIN DEPT 180		1,300,488	1,382,894	1,972,324	2,422,238	2,274,981	2,488,339

A/C #	ACCOUNT DESCRIPTION	2010/2011	2011/2012	2012/2013	2013/2014	2013/2014	2014/2015
		ACTUAL	ACTUAL	ACTUAL	MODIFIED BUDGET	ESTIMATE	PROPOSED BUDGET
DEPT. 401- WPCA OTHER							
4625	NATURAL GAS	172,664	127,591	158,416	200,000	190,000	281,000
3130	ELECTRICITY	2,430,427	2,143,298	1,994,248	2,100,000	2,125,000	2,554,250
3210	DEBT SVC-INTEREST '07-CITY BONDS	18,513	15,838	13,363	10,875	10,875	8,250
3205	DEBT SVC-PRINCIPAL '07-CITY BONDS	45,000	45,000	45,000	45,000	45,000	55,000
3210	DEBT SVC-INTEREST '09-CITY BONDS	64,733	95,934	93,812	93,097	93,097	90,699
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS	58,277	70,249	71,604	73,186	73,186	74,767
3210	DEBT SVC-INTEREST 2010-CITY BONDS	8,723	13,202	13,155	12,866	12,866	12,526
3205	DEBT SVC- PRINCIPAL- 2010 CITY BONDS		17,502	17,721	18,049	18,049	18,347
3210	DEBT SVC-INTEREST 2012-CITY BONDS		0	48,425	72,337	72,337	70,727
3205	DEBT SVC- PRINCIPAL- 2012 CITY BONDS		0	0	53,653	53,653	55,265
3210	DEBT SVC-INTEREST 2014-CITY BONDS						20,000
3205	DEBT SVC- PRINCIPAL- 2014 CITY BONDS						45,000
3210	DEBT SVC-INTEREST 2015-CITY BONDS						15,000
3205	DEBT SVC- PRINCIPAL- 2015 CITY BONDS						12,000
7950	BAD DEBTS	227,065		1,883,086	2,542,432	2,197,934	4,366,879
3301	CITY ADMIN. ALLOCATION	434,693	538,146	460,000	475,000	475,000	475,000
6060	SEWER REHABILITATION	1,000,000	1,000,000	1,500,000	1,400,000	1,400,000	1,500,000
4365	COLLECTION EXPENSE	278,641	249,606	276,962	475,000	260,000	275,000
	STATE LOAN FUNDING RESERVE	6,351,269	6,357,998	6,445,511	6,291,646	6,291,646	6,145,162
4324	OPERATIONS, MAINTENANCE & MGT SERVICES AGREEMENT	13,742,641	14,165,322	15,657,199	23,689,557	21,844,704	23,331,915
4324	OPERATING RESERVES	50,000	0	0	250,000	0	350,000
5045	VEHICLES-BOND FUNDS	196,500	458,731	24,371	335,000	335,000	335,000
6170	EQUIPMENT-BOND FUNDS	228,800	169,791	400,000	397,500	397,500	408,500
6170	EQUIPMENT M&R	100,000	100,000	250,000	90,000	250,000	275,000
	LOAN REPAYMENT-CITY	1,200,000	1,200,000		0	0	0
	TOTAL DEPT 181-OTHER	26,607,946	26,768,208	29,352,873	38,625,197	36,145,846	40,775,287
	TOTAL EXPENSES	27,908,434	28,151,102	31,325,198	41,047,435	38,420,827	43,263,626

PERSONNEL SHEET

FISCAL 2015 PRELIMINARY BUDGET
 SALARY AND BENEFITS
 DIVISION: 180 ADMIN OFFICE
 03/20/14

SCHEDULE A

POSITION	Job Code	UNION	PROJECTED ANNUAL SALARY	LONGEVITY	OVERTIME	BENEFITS	GRAND TOTAL
ACTING GENERAL MANAGER		S	118,384.75	900.00		36,967.19	156,251.94
DIRECTOR OF FINANCE		S	85,240.58	1,800.00		33,077.85	120,118.44
ACTING MGR TRMT & FIELD OPS	8322	S	111,507.58	825.00		40,374.86	152,707.44
RESIDENT ENGINEER		S	59,670.00	0.00		26,274.95	85,944.95
CONSTRUCTION INSPEC	8213	S	56,056.92	1,350.00		28,410.81	85,817.73
SUPERVISOR-CSO	8308	S	52,391.32	0.00		31,007.56	83,398.88
CIVIL ENGINEER 1	2201	S	66,311.22	0.00		18,096.14	84,407.36
TYPIST 2	1233	G	51,038.27	2,250.00		17,908.80	71,197.07
ACCTG CLERK 2	1240	G	57,479.26	750.00		32,393.07	90,622.33
COLLECTION AIDE (Note 1)	1248	G	33,806.10	0.00		27,878.21	61,684.32
NUMBER OF EMPLOYEES:		10					
Sub-total			691,886.01	7,875.00		292,389.43	992,150.44
OVERTIME:					24,000.00		24,000.00
ADD'L BENEFITS ON BUDGETED OVERTIME							
MERF	13.00%						
MEDITAX	1.45%					3,120.00	3,120.00
FICA TAX	6.20%					348.00	348.00
			691,886.01	7,875.00	24,000.00	295,857.43	1,019,270.44

Note 1: Works at City attorney's office

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
CONTRACT COSTS

FOR FISCAL 2015 BUDGET

6

SCHEDULE B

BASE ANNUAL CONTRACT AMOUNT: \$22,919,366

FIRST CPI ADJUSTMENT BASED ON PERCENT CHANGE IN CPI FROM STARTING DATE OF CONTRACT (December 31, 2013)
COMPARED WITH CPI INDEX AS OF JUNE 30, 2014

Budget Year	Time Period	Contract Year	Contract Amount	Prior Yr CPI Adjusted Contract Amount	Minimum CPI Rate Adj.	Annual CPI Dollar Adjustment	Contract Fee Budget Year Cost
2014	01/01/14-6/30/14	1	\$11,459,683			\$412,549	\$11,459,683
2015	07/01/14-6/30/15	2	\$22,919,366		1.8000%		\$23,331,915

NORTHEAST URBAN

ALL ITEMS NOT SEASONALLY ADJUSTED

CPI SERIES: cuur0100sa0

CPI PERCENT CHANGE USED FOR FEE ADJ EFFECTIVE

CPI STARTING POINT

INDEX DATE	CPI	INDEX CHANGE VS 12/31/2013	CPI PERCENT CHANGE VS 12/31/2013	CPI PERCENT CHANGE USED FOR FEE ADJ EFFECTIVE
Dec 31, 2013	249.567			
Jan 31, 2014	251.045	1.478	0.592%	
Feb 28, 2014	251.233	1.666	0.668%	
June 30, 2014	254.000	4.433	1.776%	7/11/2014

ESTIMATE

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16 LTP	FY '17 LTP	FY '18 LTP	FY '19 LTP	TOTAL PROJECT COSTS
TREATMENT FACILITIES								
CONTRACT 1 WEST SIDE TP REHAB								
DESIGN: CWF 164D								
LOANS	2,528,323							2,528,323
GRANTS	171,467							171,467
	<u>2,699,790</u>							<u>2,699,790</u>
CONSTRUCTION: CWF218C								
LOANS	34,256,604							34,256,604
GRANTS	9,405,545							9,405,545
	<u>43,662,149</u>							<u>43,662,149</u>
CONTRACT 2 EAST SIDE TP REHAB								
DESIGN: CWF 206D								
LOANS	2,810,440							2,810,440
GRANTS	181,783							181,783
	<u>2,992,223</u>							<u>2,992,223</u>
CONSTRUCTION: CWF206C								
LOANS	32,033,046							32,033,046
GRANTS	12,500,440							12,500,440
	<u>44,533,486</u>							<u>44,533,486</u>
CONTRACT 6 WEST & EAST TF CHLORINATION PROJECT								
DESIGN: CWF 164D								
LOANS	214,632							214,632
GRANTS	43,961							43,961
	<u>258,593</u>							<u>258,593</u>
CONSTRUCTION: CWF 164C								
LOANS	2,193,820							2,193,820
GRANTS	422,669							422,669
	<u>2,616,489</u>							<u>2,616,489</u>
NITROGEN FACILITY PLAN								
LOCAL SHARE								
GRANTS 416PG	301,360							301,360
	<u>382,051</u>							<u>382,051</u>
	683,411							683,411
BNR FACILITIES-WEST AND								
EAST SIDE WWTF CWF 416C								
DESIGN AND CONSTRUCTION								
LOCAL SHARE	143,623							143,623
LOANS	3,383,986							3,383,986
GRANTS	1,376,309							1,376,309
	<u>4,903,918</u>							<u>4,903,918</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16 LTP	FY '17 LTP	FY '18 LTP	FY '19 LTP	TOTAL PROJECT COSTS
DECHLORINATION PROJECT							
WEST SIDE TF:							
DESIGN							
LOAN							
GRANT							
81,673							81,673
20,418							20,418
CONSTRUCTION- CWF572C							
LOAN							
GRANT							
541,755							541,755
133,674							133,674
<u>777,520</u>							<u>777,520</u>
EAST SIDE TF:							
DESIGN & CONSTRUCTION-CWF 613C							
LOAN							
GRANT							
960,201							960,201
235,268							235,268
<u>1,195,469</u>							<u>1,195,469</u>
LOW LEVEL NITROGEN AND SLUDGE PROCESSING PLAN CWF 205PG							
GRANT							
388,212	44,915						433,127
321,480	57,823						379,303
<u>709,692</u>	<u>102,738</u>						<u>812,430</u>
LOW LEVEL NITROGEN-DESIGN							
LOAN			200,000	400,000			600,000
GRANT			50,000	100,000			150,000
			<u>250,000</u>	<u>500,000</u>			<u>750,000</u>
SLUDGE PROCESSING-DESIGN							
LOAN			200,000	400,000			600,000
GRANT			50,000	100,000			150,000
			<u>250,000</u>	<u>500,000</u>			<u>750,000</u>
TOTAL TREATMENT FACILITIES							
LOAN	79,004,480	0	400,000	800,000	0	0	80,204,480
GRANT	25,261,797	44,915	100,000	200,000	0	0	25,606,712
LOCAL SHARE	766,463	57,823	0	0	0	0	824,286
	<u>105,032,740</u>	<u>102,738</u>	<u>500,000</u>	<u>1,000,000</u>	<u>0</u>	<u>0</u>	<u>106,635,478</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16 LTP	FY '17 LTP	FY '18 LTP	FY '19 LTP	TOTAL PROJECT COSTS
CSO PROJECTS								
MCSO A,B,C, & D: CWF 109C-CD2								
LOANS	3,040,718							3,040,718
GRANTS	6,635,053							6,635,053
	<u>9,675,771</u>							<u>9,675,771</u>
JOHNSON CREEK CSO E DESIGN CWF 208D								
LOANS	136,000							136,000
GRANTS	127,000							127,000
	<u>263,000</u>							<u>263,000</u>
CONSTRUCTION CWF 208C								
LOANS	3,889,833							3,889,833
GRANTS	3,789,832							3,789,832
	<u>7,679,665</u>							<u>7,679,665</u>
YELLOW MILL CHANNEL & HARBORPOINTE CSO F CWF208D								
DESIGN:								
LOANS	570,147							570,147
GRANTS	554,136							554,136
	<u>1,124,283</u>							<u>1,124,283</u>
CONSTRUCTION: CWF372C								
CSO F1,F2,F3 & F4								
LOANS	5,719,151							5,719,151
GRANTS	4,617,169							4,617,169
	<u>10,336,320</u>							<u>10,336,320</u>
CSO FACILITY PLAN UPDATE								
LOCAL SHARE	385,354							385,354
GRANTS CWF 283PG	472,524							472,524
	<u>857,878</u>							<u>857,878</u>
BRIDGEPORT HARBOR								
CSO G CWF 409D								
LOANS	513,510							513,510
GRANTS	502,028							502,028
	<u>1,015,538</u>							<u>1,015,538</u>
PUMP STATION FACILITY REPORT								
CSO RELATED CWF 409D								
LOANS	92,793							92,793
GRANTS	92,793							92,793
	<u>185,586</u>							<u>185,586</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16 LTP	FY '17 LTP	FY '18 LTP	FY '19 LTP	TOTAL PROJECT COSTS
CSO G-1 CWF 409C-CONSTRUCTION								
LOANS	1,911,688							1,911,688
GRANTS	1,886,688							1,886,688
	<u>3,798,376</u>							<u>3,798,376</u>
CSO G-2 CONSTRUCTION 575C								
LOANS	2,319,591							2,319,591
GRANTS	2,058,725							2,058,725
	<u>4,378,316</u>							<u>4,378,316</u>
CSO G-4-CONSTRUCTION 452C								
LOANS	1,781,687							1,781,687
GRANTS	1,771,185							1,771,185
	<u>3,552,872</u>							<u>3,552,872</u>
CSO G-3 & G-5 CWF 452C (REPLACE RIVER ST PUMP STATION) CONSTRUCTION								
LOANS	4,818,830	286,644						5,105,474
GRANTS	4,634,346	153,630						4,787,976
	<u>9,453,176</u>	<u>440,274</u>						<u>9,893,450</u>
LONG TERM CONTROL PLAN								
GRANTS CWF 205PG	700,269	25,731						726,000
LOCAL SHARE	587,023	16,977						604,000
	<u>1,287,292</u>	<u>42,708</u>						<u>1,330,000</u>
CSO H DESIGN CWF 621D								
LOANS	1,260,771							1,260,771
GRANTS	1,236,439							1,236,439
	<u>2,497,210</u>							<u>2,497,210</u>
CSO H CONSTRUCTION CWF 621C (H-1 & H-2)								
LOANS	2,198,588	1,500,000	657,541					4,356,129
GRANTS	2,183,025	1,500,000	641,504					4,329,529
	<u>4,386,613</u>	<u>3,000,000</u>	<u>1,299,045</u>					<u>8,685,658</u>
CONSTRUCTION CWF628C								
LOANS	22,129	1,515,000	2,000,000	1,745,000	1,500,000	546,250	487,871	7,816,250
GRANTS	12,617	1,515,000	2,000,000	1,745,000	1,500,000	526,750	487,383	7,786,750
	<u>34,746</u>	<u>3,030,000</u>	<u>4,000,000</u>	<u>3,490,000</u>	<u>3,000,000</u>	<u>1,073,000</u>	<u>975,254</u>	<u>15,603,000</u>
CSO H COMPLETION CONSTRUCTION CWF(TBD)								
LOANS				510,000			1,510,000	4,020,000
GRANTS				490,000			1,490,000	3,980,000
				<u>1,000,000</u>		<u>4,000,000</u>	<u>3,000,000</u>	<u>8,000,000</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16			FY '17			FY '18			FY '19			TOTAL PROJECT COSTS
				LTP	LTP	LTP	LTP	LTP	LTP	LTP	LTP	LTP	LTP	LTP		
CSO PROJECTS- LONG TERM CONTROL PLAN																
DESIGN & CONSTRUCTION																
STAGE 1- DESIGN(ASH CREEK) LOANS				1,500,000			1,500,000								3,000,000	
GRANTS				1,500,000			1,500,000								3,000,000	
STAGE 1- CONSTRUCTION LOANS				250,000			3,500,000								9,250,000	
GRANTS				250,000			3,500,000								9,250,000	
STAGE 2- WQT LOANS																
GRANTS															350,000	
STAGE 2- CONSTRUCTION LOANS															350,000	
GRANTS															350,000	
STAGE 3-CEDAR CREEK& WQT LOANS																
GRANTS							250,000								1,500,000	
STAGE 3- CONSTRUCTION LOANS							250,000								1,500,000	
GRANTS																
STAGE 4-DESIGN -RELIEF INTERCEPTOR LOANS																
GRANTS															1,750,000	
TOTAL LT CONTROL PLAN -LOANS				1,750,000			5,250,000								17,600,000	
TOTAL LT CONTROL PLAN- GRANTS				1,750,000			5,250,000								17,600,000	
TOTAL LT CONTROL PLAN				3,500,000			10,500,000								35,200,000	
INFLOW AND INFILTRATION																
PIPE LINING-CWF 559C LOANS	1,236,190														1,236,190	
GRANTS	304,850														304,850	
TOTAL CSO PROJECTS	1,541,040														1,541,040	
LOCAL SHARE																
LOANS	972,377	16,977	0	0	0	0	0	0	0	0	0	0	0	0	989,354	
GRANTS	29,511,626	3,301,644	2,657,541	3,495,000	7,260,000	8,146,250	6,997,871	61,369,932	6,997,871	6,997,871	6,997,871	6,997,871	6,997,871	6,997,871	61,369,932	
TOTAL LOCAL SHARE	31,583,679	3,194,361	2,641,504	3,495,000	7,240,000	8,126,750	6,977,383	63,258,677	6,977,383	6,977,383	6,977,383	6,977,383	6,977,383	6,977,383	63,258,677	
TOTAL CSO PROJECTS	62,067,682	6,512,982	5,299,045	6,990,000	14,500,000	16,273,000	13,975,254	125,617,963	13,975,254	13,975,254	13,975,254	13,975,254	13,975,254	13,975,254	125,617,963	

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

12

	ACTUAL SPENDING AS OF 6/13	FY 2014 FORECAST	FY 2015 BUDGET	FY '16 LTP	FY '17 LTP	FY '18 LTP	FY '19 LTP	TOTAL PROJECT COSTS
INFLOW AND INFILTRATION								
MITIGATION- NON CSO								
PIPE LINING- CWF 625CSL								
LOANS	1,672,257							1,672,257
LOCAL SHARE	153,686							153,686
TOTAL	1,825,943							1,825,943
PUMP STATION & SIPHONS								
DESIGN CWF 102CSL								
LOANS	428,000							428,000
CONSTRUCTION CWF102CSL								
PHASE 1								
LOANS	4,180,318							4,180,318
PHASE 2 & 3								
LOCAL SHARE (BOND FUNDS)	824,570							824,570
LAKE FOREST BCH & SEQUOIA RD								
CWF 213CSL LOANS								
WALLER RD	113,042	1,250,000	386,958					
LAKESIDE DRIVE		200,000	1,200,000	394,000				
TOTAL PUMP STATIONS								
LOANS-CWF	4,721,360	1,450,000	1,586,958	394,000				8,152,318
LOCAL SHARE(BONDS)	824,570							824,570
TOTALS	5,545,930	1,450,000	1,586,958	394,000	0	0	0	8,976,888
TOTAL LOCAL SHARE								
TOTAL LOCAL SHARE	2,717,096	74,800	0	0	0	0	0	2,791,896
TOTAL LOANS	114,909,723	4,751,644	4,244,499	4,289,000	8,060,000	8,146,250	6,997,871	151,398,987
TOTAL GRANTS	56,845,476	3,239,276	2,641,504	3,595,000	7,440,000	8,126,750	6,977,383	88,865,389
TOTALS-ALL PROJECTS	174,472,295	8,065,720	6,886,003	7,884,000	15,500,000	16,273,000	13,975,254	243,056,272

WATER POLLUTION CONTROL AUTHORITY
RESERVE FOR CAPITAL IMPROVEMENTS
(STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)

ORIGINAL

BORROWINGS	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
34,259,604	1,712,980	1,712,980	1,712,980	1,712,980	115,685		
2,810,440	140,522	31,005					
32,033,046	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652
2,193,820	63,986						
3,384,911	169,246	169,246	169,246	169,246	169,246	169,246	169,246
624,067	31,203	31,203	31,203	31,203	31,203	31,203	31,203
706,147	35,307	35,307	35,307	35,307	35,307	35,307	35,307
3,889,833	194,492	194,492	194,492	194,492	152,385		
5,719,151	309,655	309,655	309,655	309,655	309,655	309,655	309,655
611,285	30,564	30,564	30,564	30,564	30,564	30,564	30,564
1,911,688	95,584	95,584	95,584	95,584	95,584	95,584	95,584
1,236,190	63,394	63,394	63,394	63,394	63,394	63,394	63,394
2,323,913	116,196	116,196	116,196	116,196	116,196	116,196	116,196
4,608,318	230,416	230,416	230,416	230,416	230,416	230,416	230,416
1,672,257	83,613	83,613	83,613	83,613	83,613	83,613	83,613
958,789	48,010	48,010	48,010	48,010	48,010	48,010	48,010
1,260,771	0	72,044	72,044	72,044	72,044	72,044	72,044
6,824,081	0	139,981	419,943	419,943	419,943	419,943	419,943
107,028,311	4,926,821	4,965,343	5,211,810	5,178,993	3,539,592	3,271,522	3,116,694

COMPLETED PROJECTS

PRINCIPAL PAYMENTS:	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
CONTRACT 1 CWF 218C	1,712,980	1,712,980	1,712,980	1,712,980	115,685		
CONTRACT 2 CWF 206C	140,522	31,005					
CONTRACT 2 CWF 206C	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652
CONTRACT 6 CWF 164C	63,986						
BNR FACILITIES CWF 416D/C	169,246	169,246	169,246	169,246	169,246	169,246	169,246
DECHLOR PROJECT CWF 572C	31,203	31,203	31,203	31,203	31,203	31,203	31,203
MC SO E JOHNSON CREEK CWF 208D	35,307	35,307	35,307	35,307	35,307	35,307	35,307
MC SO E JOHNSON CREEK CWF 208C	194,492	194,492	194,492	194,492	152,385		
MC SO F-1,2,3 & 4 CWF 372C	309,655	309,655	309,655	309,655	309,655	309,655	309,655
MC SO G BPT HARBOR CWF 409D	30,564	30,564	30,564	30,564	30,564	30,564	30,564
MC SO G BPT HARBOR CWF 409C	95,584	95,584	95,584	95,584	95,584	95,584	95,584
INFLOW AND INFILTRATION CWF 559C	63,394	63,394	63,394	63,394	63,394	63,394	63,394
MC SO G-1 & 2 CWF 575C	116,196	116,196	116,196	116,196	116,196	116,196	116,196
PUMP STATIONS CWF 102CSL	230,416	230,416	230,416	230,416	230,416	230,416	230,416
INFLOW AND INFILTRATION CWF 625CSL	83,613	83,613	83,613	83,613	83,613	83,613	83,613
EAST SIDE DECHLOR 613C	48,010	48,010	48,010	48,010	48,010	48,010	48,010
CSO H DESIGN CWF 621D	0	72,044	72,044	72,044	72,044	72,044	72,044
CSO G3&G5 RIVER ST PS CWF 452C2	0	139,981	419,943	419,943	419,943	419,943	419,943
TOTAL BORROWINGS AND PRINCIPAL PAYMENTS	107,028,311	4,926,821	4,965,343	5,211,810	5,178,993	3,539,592	3,271,522

DEBT SERVICE FUNDING-ACTIVE PROJECTS (SEE SCHEDULE F)

24,074	51,652	109,179	272,797	509,919	734,748	757,980
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COMPLETED PROJECTS

INTEREST PAYMENTS:	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
CONTRACT 1 CWF 218C	124,191	124,191	55,672	21,412	238		
CONTRACT 2 CWF 206C	2,225	117					
CONTRACT 6 CWF 164C	244,252	212,219	180,186	148,153	116,120	84,087	52,054
BNR FACILITIES CWF 416D/C	35,965	32,580	29,195	26,092	22,707	19,322	15,937
DECHLOR PROJECT CWF 572C	8,191	7,567	6,943	6,371	5,747	5,123	4,498
MC SO E JOHNSON CREEK CWF 208D	2,089	1,383	677				
MC SO E JOHNSON CREEK CWF 208C	17,342	13,452	9,562	5,673	1,799		
MC SO F-1,2,3 & 4 CWF 372C	37,417	31,224	25,031	18,837	12,644	6,451	903
MC SO G BPT HARBOR CWF 409D	6,342	5,731	5,120	4,508	3,897	3,286	2,674
MC SO G BPT HARBOR CWF 409C	28,047	24,135	22,223	20,312	18,400	16,488	14,577
INFLOW AND INFILTRATION CWF 559C	15,901	14,634	13,366	12,098	10,830	9,562	8,294
MC SO G-1 & 2 CWF 575C	35,537	33,213	30,889	28,565	26,241	23,917	21,593
PUMP STATIONS CWF 102CSL	74,693	70,085	65,477	60,868	56,260	51,652	47,043
INFLOW AND INFILTRATION CWF 625CSL	28,634	26,965	25,293	23,621	21,948	20,276	18,604
EAST SIDE DECHLOR 613C	17,244	16,283	15,323	14,363	13,403	12,443	11,482
CSO H DESIGN CWF 621D	50,781	24,555	23,114	21,673	20,232	18,792	17,351
CSO G3&G5 RIVER ST PS CWF 452C2	0	45,144	129,833	121,434	113,035	104,636	96,237
TOTAL INTEREST PAYMENTS	727,278	638,332	637,901	533,979	443,500	376,034	312,248

INTEREST FUNDING-ACTIVE PROJECTS

54,018	104,025	186,271	276,953	391,347	531,417	646,288
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TOTAL DEBT SERVICE FUNDING

5,732,191	5,759,352	6,145,162	6,262,721	4,864,356	4,913,721	4,833,210
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	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
ACTIVE PROJECTS							
LOW LEVEL NITROGEN PROJECT-DESIGN							
BORROWINGS:			200,000	400,000			
REPAYMENTS:			-30,000	-30,000			
LOAN BALANCE			200,000	570,000			
INTEREST	2,166	2,000	2,166	4,332			
	2,166	4,499	2,166	4,000	11,125	10,525	9,925
				8,332	11,125	10,525	9,925
SLUDGE PROCESSING PROJECT-DESIGN							
BORROWINGS:			200,000	400,000			
REPAYMENTS:			-30,000	-30,000			
LOAN BALANCE			200,000	570,000			
INTEREST	2,166	2,000	2,166	3,725			
	2,166	4,499	2,166	8,057	11,125	10,525	9,925
				11,125	11,125	10,525	9,925
CSO H-1 & H-2 CWF 621C							
CONSTRUCTION			657,541				
BORROWINGS:	1,165,808	1,500,000					
REPAYMENTS: PLO 3/31/2016			0	-66,675	-266,702	-266,702	-266,702
LOAN BALANCE	2,186,588	3,898,588	4,356,129	4,289,454	4,022,752	3,756,050	3,489,348
	12,625	16,244	7,121	0			
	20,656	43,972	73,972	86,512	83,346	78,012	72,678
TOTAL INTEREST	33,280	60,215	81,092	86,512	83,346	78,012	72,678
CSO H3, H4							
CONSTRUCTION CWF 628C							
BORROWINGS:	22,129	1,515,000	2,000,000	1,745,000	1,500,000	546,250	484,871
REPAYMENTS:						0	-66,496
LOAN BALANCE	22,129	1,537,129	3,537,129	5,282,129	6,782,129	7,328,379	7,746,754
	16,406	16,406	21,658	18,897	16,244	2,730	
	0	443	30,743	70,743	105,643	135,643	145,958
TOTAL INTEREST	16,406	16,849	52,401	89,639	121,886	138,373	145,958
CSO H COMPLETION							
CONSTRUCTION CWF TBD							
BORROWINGS:				510,000	2,000,000	1,510,000	
REPAYMENTS:							
LOAN BALANCE				510,000	2,510,000	4,020,000	
				5,523	21,658	16,352	
				5,523	10,200	80,200	
TOTAL INTEREST				5,523	31,858	96,552	
PUMP STATION REHABILITATION							
CWF 213CSL							
BORROWINGS:	113,042	1,450,000	1,587,000	394,000			
REPAYMENTS:				-136,309	-181,746	-181,746	-181,746
LOAN BALANCE	1,563,042	3,150,042	3,407,733	3,225,987	3,044,241	2,862,496	
	15,702	17,186	2,462	66,490	62,855	59,220	
	2,261	31,261	63,001				
	17,963	48,446	65,462	66,490	62,855	59,220	
TOTAL INTEREST				66,490	62,855	59,220	

FY 12-13 FY 13-14 FY 14-15 FY 15-16 FY 16-17 FY 17-18 FY 18-19

CSO PROJECTS- LONG TERM CONTROL PLAN
DESIGN & CONSTRUCTION

LOANS

STAGE 1- DESIGN
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	1,500,000	1,500,000				
	1,500,000	3,000,000	-150,000			-150,000
	16,244	16,244	2,850,000			2,700,000
	16,244	30,000	58,626			55,626
	16,244	46,244	58,626			55,626

TOTAL INTEREST

STAGE 1- CONSTRUCTION

BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	250,000	3,500,000	3,500,000			2,000,000
	250,000	3,750,000	7,250,000	0		-462,500
	2,707	37,902	37,902			8,787,500
	2,707	5,000	75,000			140,764
	2,707	42,902	112,902			140,764

TOTAL INTEREST

LOANS

STAGE 2-WQT
BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	350,000					
	350,000					-17,500
	3,790					332,500
	0					7,000
	3,790					6,840
						13,840

TOTAL INTEREST

STAGE 3- DESIGN CEDAR CREEK & WQT

BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	250,000	1,250,000				
	250,000	1,500,000	-75,000			1,425,000
	2,707	13,636				
	2,707	5,000	29,313			
	2,707	18,536	29,313			

TOTAL INTEREST

STAGE 3- CONSTRUCTION

BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	250,000	1,500,000				
	250,000	1,750,000				0
	2,707	16,244				
	0	5,000				
	2,707	21,244				

TOTAL INTEREST

STAGE 4-DESIGN RELIEF INTERCEPTOR

BORROWINGS:
REPAYMENTS:
LOAN BALANCE

	250,000	1,500,000				
	250,000	1,750,000				
	2,707	16,244				
	2,707	5,000				
	2,707	21,244				

TOTAL INTEREST

CSO PROJECTS- LONG TERM CONTROL PLAN

TOTAL INTEREST

	0	18,951	91,852	199,266		282,029
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TOTAL INTEREST ACTIVE PROJECTS

	54,018	104,025	186,271	276,953	391,347	531,417
						646,288

CAPITAL BUDGET
FISCAL 2014/2015

SOURCE OF FUNDING

DEPT/ ACCOUNT	DESCRIPTION	OPERATING FUNDS	BOND FUNDS	OP STATE LOANS	OP STATE GRANTS	TOTAL
MAJOR PROJECTS						
401-56060	COMBINED SEWER OVERFLOW PROJECT H - CONSTRUCTION CWF 621C			\$ 657,541	\$ 641,504	\$ 1,299,045
401-56060	COMBINED SEWER OVERFLOW PROJECT H - CONSTRUCTION CWF 628C			\$ 2,000,000	\$ 2,000,000	\$ 4,000,000
401-56060	PUMP STATION REHAB- WALLER RD PUMP STATION CWF213CSL			\$ 386,958	-	\$ 386,958
401-56060	PUMP STATION REHAB- LAKESIDE DR PUMP STATION CWF213CSL			\$ 1,200,000	-	\$ 1,200,000
401-56060	SEWER REPAIRS: CONSTRUCTION/REHABILITATION PLANNED SANITARY	\$ 1,000,000				\$ 1,000,000
401-56060	SEWER LINING CSO PROJECT H - HEAVY CLEANING	\$ 500,000				\$ 500,000
EQUIPMENT & VEHICLES						
WEST SIDE TREATMENT FACILITY						
401-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$125,000				\$ 125,000
	Rebuild Grit Unit #2		\$20,000			\$ 20,000
	Rebuild Main Pump #2		\$80,000			\$ 80,000
	Replace Service Water Piping		\$20,000			\$ 20,000
	Overhaul Small Pumps		\$30,000			\$ 30,000
	HVAC System Screen/Sludge/Mechanics Room		\$30,000			\$ 30,000
	Primary Sludge Piping		\$50,000			\$ 50,000
	Replace RAS Piping		\$50,000			\$ 50,000
	Electrical (Rizzo)		\$18,000			\$ 18,000
	Electrical (Gibbins - Rizzo to tank terminations)		\$15,000			\$ 15,000
EAST SIDE TREATMENT FACILITY						
MAJOR EQUIPMENT REPLACEMENT/OVERHAUL						
	Rebuild Main Pump #1	\$125,000				\$ 125,000
	Rebuild RAS Pump (3)		\$30,000			\$ 30,000
	Sludge Tank Cleanout		\$15,500			\$ 15,500
	Chlorine Blower Replacement		\$20,000			\$ 20,000
			\$30,000			\$ 30,000
FIELD OPERATIONS						
401-55045	HD Utility Vans (2)		\$50,000			\$ 50,000
401-55045	Small SUVs (2)		\$60,000			\$ 60,000
401-55045	Heavy Duty Dump Truck		\$125,000			\$ 125,000
401-55045	Upgrade TV Truck		\$100,000			\$ 100,000
ADMINISTRATION						
401-55065	COMPUTER EQUIPMENT	\$ 7,500				\$ 7,500
TOTALS		\$ 1,757,500	\$ 743,500	\$ 4,244,489	\$ 2,841,504	\$ 9,387,003

**Planned Sewer Rehabilitation
Fiscal 2014/2015 Budget**

SCHEDULE F

Contract PL-2 Pipe lining

	Location	Pipe Size inches	Length Ft.	Unit price	Estimated cost
1	Hallett St. Ogde to Arctic	24	850	\$87.00	\$73,950
2	Hallett St. Arctic to barnum	36	720	\$162.00	\$116,640
3	Ogden St. Hallett to Helen	20 x30	280	\$98.00	\$27,440
4	Gilman St. Fairfield Ave 70 ft	14x21	70	74	\$5,180
5	Hanford St. Harborview to Jetland San	8	450	\$42.00	\$18,900
6	Hanford St. Harborview to Jetland Storm	12	1050	\$44.00	\$46,200
7	Savoy St	10x15	792	67	\$53,064
8	Golden hill & Lyon Terrace	12	700	45	\$31,500
9	Harborview Ave Hanford to Grovers	18	1400	64	\$89,600
10	Robotic Openings	N/A	N/A	N/A	\$16,000
11	Heavy cleaning	N/A	N/A	N/A	\$7,276
12	Police Time	N/A	250	57	\$14,250
	Total PL-2		6312		\$500,000

Contract PR-2 Pipe replacement

	Location	Pipe Size inches	Length Ft or Each	Unit price	Estimated cost
1	Fifth St. Seaview Ave. Conn Ave.	15	1030	95	\$97,850
2	Vine St. Colman St. to Park Ave 10x15	15	1030	95	\$97,850
3	Park Ave- University to Atlantic	15	600	95	\$57,000
4	6" Laterals	6	250	70	\$17,500
5	Mobilization (non Emergency)		4	1,600	\$6,400
6	Class B Concrete in place (Approximate)		12	250	\$3,000
7	Connect to sewer /MH		12	500	\$6,000
8	Crushed Stone in Place (Approximate) CY		350	40	\$14,000
9	Bank run gravel (Approximate)		250	40	\$10,000
10	Bituminous hot mix Paving	32ft wide	2060	73	\$167,089
11	Police Time	N/A	408.72	57	\$23,311
	Total PR-2		2060		\$500,000
	Grand Total for PL-2 and PR-2		8372		\$1,000,000

**Water Pollution Control Authority for
the City of Bridgeport**

Schedule G

**Schedule of Fees (other than Sewer Use)
Fiscal Year 2014-2015**

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



**WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport**

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

WILLIAM E. ROBINSON
Acting General Manager

COMM. #71-13 Ref'd to Ordinance Committee on 04/21/2014.
April 16, 2014

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

Re: Proposed Amendments to BPT Code of Ordinances, Chapter 13.04 "- Utilities"

Dear Ms. Hudson:

At its meeting on April 15, 2014, the Bridgeport WPCA Board of Directors unanimously passed the following motion:

"Motion to Approve and Recommend to the Bridgeport City Council certain various amendments to "Chapter 13.04 – UTILITIES" of the Code of Ordinances of the City of Bridgeport, for adoption substantially in the form proposed this evening in documents marked as "6A" (MARKED COPY) and "6B" (CLEAN COPY)"

Attached per your procedures are twenty-five (25) copies of this submittal comprised of: (1) this transmittal letter, (2) the above-stated Motion, (3) document "6A" (MARKED COPY) and (4) document "6B" (CLEAN COPY). Kindly place this item on the Agenda for the City Council's meeting for Monday, April 21, 2014 FOR REFERRAL TO ORDINANCE COMMITTEE.

The next Regular Monthly Meeting of the Ordinance Committee is scheduled for Tuesday, April 22, 2014. At the April 22nd meeting, it will be respectfully requested that this item be added to the Agenda for action as appropriate upon a 2/3 majority vote.

Thank you for your assistance in this matter.

Sincerely,


William E. Robinson
Acting General Manager

Pc: WPCA Board of Directors
Bill Finch, Mayor
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Peter Harris, WPCA Finance Dir.
Frances Ortiz, Asst. City Clerk
Glenn Santoro, Esq.

RECEIVED
CITY CLERK'S OFFICE
2014 APR 16 P 1:03
ATTEST
CITY CLERK

“Motion to Approve and Recommend to the Bridgeport City Council certain various amendments to “Chapter 13.04 – UTILITIES” of the Code of Ordinances of the City of Bridgeport, for adoption substantially in the form proposed this evening in documents marked as “6A” (MARKED COPY) and “6B” (CLEAN COPY)”

13.04.010 Purpose—Procedures.

A. This chapter establishes the procedures for making connection to the public sewer in the city's sanitary system. It also establishes specific limits for pollutant discharges which by their nature or by their interaction with sewage or the wastewater treatment facility, pollute the waters of the state, or otherwise create a public nuisance. This chapter also establishes fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the sewage system, based upon consideration of factors including but not limited to the kind, quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.

B. This chapter is intended to:

- 1. Create a water pollution control authority;
- 2. Inform the public as to the technical and administrative procedures to be followed in obtaining connection to the city's sanitary sewer system;
- 3. Prevent the introduction of pollutants into the sanitary sewer system which will interfere with the collection and/or treatment system;
- 4. Prevent the introduction of pollutants into the treatment system which will pass through the system, inadequately treated, into the waters of the state, or the atmosphere, or otherwise be incompatible with the system;
- 5. Improve the opportunity to reclaim wastewaters and sludges from the system.

C.

6. Establish fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the water pollution control authority system, based upon consideration of factors including but not limited to the kind, the quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.

7. Provide incentives for customers to avoid and eliminate groundwater infiltration and storm water inflow to the sewage system in order to reduce the capital and operating costs of the WPCA and costs to WPCA customers for the conveyance and treatment of uncontaminated water, and in order to

protection of the environment by means of waste minimization and compliance with other provisions of this ordinance.

- C. This chapter shall apply to the city and to persons outside the city who are users of the ~~public sewer~~sewage system. Except as otherwise provided in this chapter, the general manager of the water pollution control authority shall implement and enforce the provisions of this chapter.

(Ord. dated 4/18/88 (part): prior code § 29-1)

13.04.020 Establishment of a water pollution control authority.

There is created an authority to be designated and known as the water pollution control authority for the city of Bridgeport (referred to in this chapter as the WPCA) pursuant to Chapter 103, Sections 7-245 through ~~7-273A-7-273a~~7-273a inclusive of the General Statutes, as amended. The purpose for which the authority is created is to operate the sewage system of the city, to use, equip, re-equip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation, treatment and disposal of sewage.

(Ord. dated 4/18/88 (part): prior code § 29-2)

13.04.030 Definitions. ~~(Internal Note: Partial List of Ordinance Definitions)~~

For the purpose of this chapter, the following words and terms shall have the following meanings:

"Customers" means any and all contributors of wastewater to the ~~sewer~~sewage system, including the city of Bridgeport, the town of Trumbull, the town of Fairfield and the town of Stratford.

"Domestic sewage" means sewage that consists of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building, such as kitchen or laundry facilities.

"Operating revenues" means gross revenues other than ~~sewerage~~sewage system use charges specifically earmarked for the retirement of debt obligations secured solely by such ~~sewerage~~sewage system use charges. Such revenues are dedicated to fund ongoing operation, maintenance and renewal/replacement costs of the system.

"Permittee" or "permit holder" means any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant being operated under a valid industrial waste permit to discharge wastewater into the city's sanitary sewer system.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, municipality, governmental entity or any other legal entity, or legal representatives, agents or assigns. The masculine gender shall include the feminine, and singular shall include the plural, where indicated by context.

"Producer" means any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant, whether or not a permittee.

"Public sewer" means a common sewer controlled by a governmental agency or public utility.

"Residential dwelling unit (residential user)" means any property unit or subunit intended to shelter a separate and distinct household (i.e. single-family homes and individual apartment, condominium and duplex units).

"Sanitary sewer" means a sewer which collects and conveys domestic sewage from residences, public buildings, commercial establishments, industries and institutions. It may also collect and convey permitted industrial wastewater.

"Sewage" means human and animal excretions and all domestic and such manufacturing wastes as may tend to be detrimental to the public health. Includes any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water. The term "sewage" shall include groundwater infiltration or surface water inflow that combines with other sewage as such combined volumes are measured at metering points used for purposes of customer billing.

"Sewage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing or discharging of sewage including, without limitation, the building drain, building sewer, combined sewer, public sewer, sanitary sewer, storm sewer, and wastewater treatment facility and water main.

"~~Sewerage~~ Sewage system ~~use~~ user charges" means the charges and fees established under this chapter for discharging wastewater and sewage into the sewerage sewage system.

"Storm sewer" means a sewer which collects and conveys stormwater or groundwater.

"User" means any person who contributes, causes or permits the contribution of sewage into the city sewer sewage system.

"User charge" means ~~sewerage~~ sewage system ~~use~~ user charges.

"Utilities" means the pipes or conduit or the materials these pipes or conduits are intended to carry. Utilities in this chapter are combined sewers, sanitary sewers, storm sewers and water mains.

Wastewater. See "Sewage," as defined in this section.

"WPCA capital fund" means the capital fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to capital improvement program projects for the wastewater treatment facility.

"WPCA operating fund" means the operating fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to the ongoing operation and maintenance, administration and renewal/replacement of major components for the wastewater treatment facility.

Wastewater. See "Sewage," as defined in this section.

"Wastewater treatment facility" means an arrangement of devices for the collection and treatment of sewage and sludge.

"Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.

"Water main" means pipe which conveys potable water.

(Ord. dated 12/21/92 §§ 42—45; Ord. dated 4/18/88 (part): prior code § 29-3)

13.04.270 Basis for rates and charges.

A.

~~Charges for sanitary sewer services furnished by the WPCA.~~ Sewage system user charges for commercial, residential, industrial and institutional users shall be established and periodically revised by the WPCA. Such user charges shall reflect the proportional distribution of costs among all users be fair and reasonable and shall reflect all costs for connection with and for the use of the sewage system pursuant to Chapter ~~7-255-103~~ of the Connecticut General Statutes and Section 204(b) of 33 USC, Section 1284(b) as they may be amended from time to time. "Cost" refers to all costs for operation, maintenance, administration and repair/replacement of the sewer system.

B.

Separate fair and reasonable user charges shall be levied to recover capital costs incurred with respect to the sewage system.

~~Separate charges will be levied on all users of the wastewater system to recover their proportionate share of capital costs incurred for the purpose of the acquisition or construction of wastewater treatment facilities.~~

(Ord. dated 4/18/88 (part): prior code § 29-27)

13.04.280 Computation of WPCA's average unit cost.

The following items shall be used to compute the WPCA's average unit cost, but shall not be deemed to be exclusive of other pertinent factors:

- A. The total proposed WPCA operating fund budget for the next fiscal year will be used as a basis for ~~figuring~~ determining operation, maintenance, administrative and repair/replacement expenditures.
- B. The WPCA's average unit cost will be computed for each of four functions: customer cost, flow, BOD and TSS.
- ~~C.~~
- C. The average unit cost ~~of operation~~ shall be recomputed no less often than annually to reflect increases or decreases in operation and maintenance, administrative and renewal/replacement costs, and billing rates shall be revised by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-28)

13.04.290 Rates, fees and charges.

The WPCA shall bill customers for sanitary sewer and other services provided based on the following:

- A. Residential Customer Charge. A periodic charge per residential dwelling unit. The residential customer charge may be levied on the basis of a flat charge per residential dwelling unit ~~or~~ water consumption or metered volume of sewage, as decided by the WPCA;
- ~~B.~~
- B. Industrial/Commercial/Institutional Charge. A periodic charge based on water consumption for the preceding period or metered volume of sewage;
- ~~C.~~
- C. Other fees as may be deemed appropriate by the WPCA. Such fees may be established and amended by the WPCA as necessary; or
- D. Special benefits assessments for the installation of sewers as prescribed in Section 7-249 of the Connecticut General Statutes.

(Ord. dated 4/18/88 (part): prior code § 29-29)

13.04.300 Rates for property located outside of city.

The charges to be made by the WPCA for sewer service to property located outside the limits of the city shall be established by:

- A. Direct billing of the customer by the WPCA; or
- B. A formal contract with the WPCA, the charges shown in such contract to be consistent with this ordinance, and not less than the actual cost of the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 8/6/01: Ord. dated 4/18/88 (part): prior code § 29-30)

13.04.310 Rates for Bridgeport housing authority.

The charges to be made by the WPCA for sewer service to the Bridgeport housing authority for properties under its control shall be established on the basis of a formal contract with the WPCA, the charges shown in such contract to be not less than the actual cost to the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-31)

13.04.320 No reduced rates or free service permitted.

All persons owning, renting, leasing or having management or control of properties or premises that produce waste that is discharged into the sanitary sewers of the city, including domestic waste, and subject to the provisions of this chapter, shall be charged the rates established by the WPCA, and no reduced rates or free sanitary sewer service shall be furnished to any such person, property or premises. In all cases, the owner of the property shall have final responsibility for the payment of sewer charges.

(Ord. dated 4/18/88 (part): prior code § 29-32)

13.04.330 Allowance for metered water not discharged into the city's sanitary sewer system.

Any commercial, industrial or institutional customer using a metered supply of water that is not discharged into the sanitary sewer system may petition the general manager for a billing adjustment provided that: such customer undertake, at its own expense, an engineering study to be performed by an engineer licensed in the state of Connecticut, the results of which shall be turned over to the general manager, indicating the ~~proportionate share volume~~ of metered water consumed that is not returned to the sanitary sewer system. As an alternative to the aforementioned, such customer may install, at its own expense, a submeter, approved by the general manager, to measure flow into the sanitary sewer system. Such submeter shall be subject to periodic inspection by the WPCA to ensure its proper operation.

(Ord. dated 4/18/88 (part): prior code § 29-33)

13.04.450 Discharge limitations regarding the use of public sewers.

- A. No person shall discharge or cause to be discharged- or permit infiltration or inflow of any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sanitary sewer. On hilltops and other places where it is not intended to provide stormwater sewers, and where there is no combined sewer, all storm and surface drainage may be discharged directly into street gutters, and all pipes or conduits passing under or through sidewalks shall be of such material and pattern as shall be approved by the director of public facilities. No storm or surfacewater shall be so discharged as to flow over or upon any sidewalk. In sections of the city provided with combined sewers and where stormwater sewers are not provided, storm, surface and unpolluted water may be discharged into said combined sewers through pipes separate and independent from pipes carrying sewage and laid at such grades, depths and to such point as shall be required by the city engineer and WPCA so that they may at a future time be disconnected and connected with stormwaters by the city or the WPCA at its own expense.

13.04.460 Quantity determination.

- A.
- A. Unless otherwise provided herein, the quantity of wastewater delivered to the city sewers will be construed as being the same as the water delivered to the producer by the ~~company~~-water system. If it is ascertained that the water meter has inaccurately measured the amount of water delivered to the permittee, then in that event the sanitary sewer charge established in this chapter shall be adjusted in the same manner as adjustments are made to the water bill.
- B.
- B. Should the producer evaporate or otherwise dispose of water delivered by the ~~company~~-water system other than to the city sewer system, the industrial waste producer may petition the general manager for adjustment.
- C.
- C. It shall be the obligation of the permittee to conduct a test on the flow-measuring equipment as follows: meters measuring four and five-tenths ccf or greater per day shall be tested at least once every twelve (12) months; meters measuring four and forty-nine-one hundredths ~~def~~-ccf or less per day shall be tested at least once every four years. The test shall be used to determine the meter accuracy and the results thereof shall be furnished in writing to the general manager. It shall also be the permittee's responsibility to notify the general manager within a reasonable time in advance so that the general manager may, if he chooses, have a witness present during such test. If, upon any such test, the percentage of accuracy is found to be

within the accuracy tolerance established by the manufacturer's specifications, such measuring equipment shall be determined to have correctly measured the quantity delivered to the sewer system. If, however, upon any such test, the percentage of accuracy is found to be in excess of the accuracy tolerance specified by the manufacturer's specifications, then such measuring equipment shall be immediately adjusted to register correctly the quantity delivered to the sewer system. The billings to such permittee shall be adjusted for a period extending back to the time when the inaccuracy began, if such time is ascertainable, or for a period extending back one-half of the time elapsed since the date of the last test or the date of the last adjustment, if the time is not ascertainable.

D. Any producer for which the water supply is from private wells shall install, operate and maintain at its expense such meters or other devices as are necessary to determine quantity discharge to the sewer system. Such meters shall be approved by the general manager.

~~E.~~

E. As to any customer that is billed based on the metered volume of sewage delivered to the sanitary sewer system, such customer shall be obligated to provide to the general manager of the WPCA periodic readings of volume of sewage delivered into the sanitary sewer system on such basis as approved by the general manager and all such customers shall comply with the applicable provisions above as to accuracy of such flow-measuring equipment.

E. In the event none of the above provisions are applicable, all producers for which the water supply is from other than the company, shall furnish to the WPCA either a certified meter reading of water delivered to its plant or company or a copy of the billing from the water supplier. In this event, the permittee's charges will be calculated and the same conditions will apply as if the company were the supplier of water to the permittee.

(Ord. dated 4/18/88 (part): prior code § 29-58)

13.04.620 Sewer extensions to properties outside the city limits.

Notwithstanding the requirements of Sections 13.04.030, 13.04.300, and 13.04.540 of this chapter, all requests for sewer extensions for service to properties located outside the city limits shall be submitted by the town and the property owner to the WPCA board for approval. All approved requests shall be forwarded by the WPCA to the city clerk for referral to: the planning and zoning commission for a report pursuant to Section 8-24 of the General Statutes of Connecticut; and the committee having jurisdiction over highways for an investigation and report. All requests from towns and property owners for sewerage-sewage service to properties located outside the city limits where there is no approved contract between the town where the property is located and the WPCA, shall also require the

approval of the city council. All contracts and/or amendments to contracts between the WPCA and towns for ~~sewerage~~ sewage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council.

(Ord. dated 8/2/04; Ord. dated 8/5/02)

13.04.010 Purpose—Procedures.

- A. This chapter establishes the procedures for making connection to the public sewer in the city's sanitary system. It also establishes specific limits for pollutant discharges which by their nature or by their interaction with sewage or the wastewater treatment facility, pollute the waters of the state, or otherwise create a public nuisance. This chapter also establishes fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the sewage system, based upon consideration of factors including but not limited to the kind, quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.

- B. This chapter is intended to:
 - 1. Create a water pollution control authority;
 - 2. Inform the public as to the technical and administrative procedures to be followed in obtaining connection to the city's sanitary sewer system;
 - 3. Prevent the introduction of pollutants into the sanitary sewer system which will interfere with the collection and/or treatment system;
 - 4. Prevent the introduction of pollutants into the treatment system which will pass through the system, inadequately treated, into the waters of the state, or the atmosphere, or otherwise be incompatible with the system;
 - 5. Improve the opportunity to reclaim wastewaters and sludges from the system.
 - 6. Establish fair and reasonable connection and user charges as required to pay all costs of acquisition, administration, construction, operation, maintenance and repair/replacement, of all elements of the water pollution control authority system, based upon consideration of factors including but not limited to the kind, the quality and quantity of materials received in or introduced into the sewage system, as determined at metering points established or approved by the water pollution control authority.
 - 7. Provide incentives for customers to avoid and eliminate groundwater infiltration and storm water inflow to the sewage system in order to reduce the capital and operating costs of the WPCA and costs to WPCA customers for the conveyance and treatment of uncontaminated water, and in order to

protection of the environment by means of waste minimization and compliance with other provisions of this ordinance.

- C. This chapter shall apply to the city and to persons outside the city who are users of the sewage system. Except as otherwise provided in this chapter, the general manager of the water pollution control authority shall implement and enforce the provisions of this chapter.

(Ord. dated 4/18/88 (part): prior code § 29-1)

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(Ord. dated 4/18/88 (part): prior code § 29-2)

13.04.030 Definitions. (Internal Note: Partial List of Ordinance Definitions)

For the purpose of this chapter, the following words and terms shall have the following meanings:

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"Domestic sewage" means sewage that consists of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building, such as kitchen or laundry facilities.

"Operating revenues" means gross revenues other than sewage system use charges specifically earmarked for the retirement of debt obligations secured solely by such sewage system use charges. Such revenues are dedicated to fund ongoing operation, maintenance and renewal/replacement costs of the system.

"Permittee" or "permit holder" means any person, firm, association, corporation or trust which owns, operates, possesses or controls an establishment or plant being operated under a valid industrial waste permit to discharge wastewater into the city's sanitary sewer system.

"Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, municipality, governmental entity or any other legal entity, or legal representatives, agents or assigns. The masculine gender shall include the feminine, and singular shall include the plural, where indicated by context.

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"Sanitary sewer" means a sewer which collects and conveys domestic sewage from residences, public buildings, commercial establishments, industries and institutions. It may also collect and convey permitted industrial wastewater.

"Sewage" means human and animal excretions and all domestic and such manufacturing wastes as may tend to be detrimental to the public health. Includes any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water. The term "sewage" shall include groundwater infiltration or surface water inflow that combines with other sewage as such combined volumes are measured at metering points used for purposes of customer billing.

"Sewage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing or discharging of sewage including, without limitation, the building drain, building sewer, combined sewer, public sewer, sanitary sewer, storm sewer and wastewater treatment facility.

"Sewage system user charges" means the charges and fees established under this chapter for discharging wastewater and sewage into the sewage system .

"Storm sewer" means a sewer which collects and conveys stormwater or groundwater.

"User" means any person who contributes, causes or permits the contribution of sewage into the city sewage system.

"User charge" means sewage system user charges.

"Utilities" means the pipes or conduit or the materials these pipes or conduits are intended to carry. Utilities in this chapter are combined sewers, sanitary sewers, storm sewers and water mains.

Wastewater. See "Sewage," as defined in this section.

"WPCA capital fund" means the capital fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to capital improvement program projects for the wastewater treatment facility.

"WPCA operating fund" means the operating fund of the water pollution control authority of the city, established and maintained to account for all revenues and expenditures relating to the ongoing operation and maintenance, administration and renewal/replacement of major components for the wastewater treatment facility.

Wastewater. See "Sewage," as defined in this section.

"Wastewater treatment facility" means an arrangement of devices for the collection and treatment of sewage and sludge.

"Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.

"Water main" means pipe which conveys potable water.

(Ord. dated 12/21/92 §§ 42—45; Ord. dated 4/18/88 (part): prior code § 29-3)

13.04.270 Basis for rates and charges.

- A. Sewage system user charges for commercial, residential, industrial and institutional users shall be established and periodically revised by the WPCA. Such user charges shall be fair and reasonable and shall reflect all costs for connection with and for the use of the sewage system pursuant to Chapter 103 of the Connecticut General Statutes and Section 204(b) of 33 USC, Section 1284(b) as they may be amended from time to time. "Cost" refers to all costs for operation, maintenance, administration and repair/replacement of the sewer system.
- B. Separate fair and reasonable user charges shall be levied to recover capital costs incurred with respect to the sewage system.

(Ord. dated 4/18/88 (part): prior code § 29-27)

13.04.280 Computation of WPCA's average unit cost.

The following items shall be used to compute the WPCA's average unit cost, but shall not be deemed to be exclusive of other pertinent factors:

- A. The total proposed WPCA operating fund budget for the next fiscal year will be used as a basis for determining operation, maintenance, administrative and repair/replacement expenditures.
- B. The WPCA's average unit cost will be computed for each of four functions: customer cost, flow, BOD and TSS.
- C. The average unit cost shall be recomputed no less often than annually to reflect increases or decreases in operation and maintenance, administrative and renewal/replacement costs, and billing rates shall be revised by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-28)

13.04.290 Rates, fees and charges.

The WPCA shall bill customers for sanitary sewer and other services provided based on the following:

- A. Residential Customer Charge. A periodic charge per residential dwelling unit. The residential customer charge may be levied on the basis of a flat charge per residential dwelling unit, water consumption or metered volume of sewage, as decided by the WPCA;
- B. Industrial/Commercial/Institutional Charge. A periodic charge based on water consumption for the preceding period or metered volume of sewage;
- C. Other fees as may be deemed appropriate by the WPCA. Such fees may be established and amended by the WPCA as necessary; or
- D. Special benefits assessments for the installation of sewers as prescribed in Section 7-249 of the Connecticut General Statutes.

(Ord. dated 4/18/88 (part): prior code § 29-29)

13.04.300 Rates for property located outside of city.

The charges to be made by the WPCA for sewer service to property located outside the limits of the city shall be established by:

- A. Direct billing of the customer by the WPCA; or
- B. A formal contract with the WPCA, the charges shown in such contract to be consistent with this ordinance, and not less than the actual cost of the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 8/6/01: Ord. dated 4/18/88 (part): prior code § 29-30)

13.04.310 Rates for Bridgeport housing authority.

The charges to be made by the WPCA for sewer service to the Bridgeport housing authority for properties under its control shall be established on the basis of a formal contract with the WPCA, the charges shown in such contract to be not less than the actual cost to the WPCA, and such contract to be approved by the WPCA.

(Ord. dated 4/18/88 (part): prior code § 29-31)

13.04.320 No reduced rates or free service permitted.

All persons owning, renting, leasing or having management or control of properties or premises that produce waste that is discharged into the sanitary sewers of the city, including domestic waste, and subject to the provisions of this chapter, shall be charged the rates established by the WPCA, and no reduced rates or free sanitary sewer service shall be furnished to any such person, property or premises. In all cases, the owner of the property shall have final responsibility for the payment of sewer charges.

(Ord. dated 4/18/88 (part): prior code § 29-32)

13.04.330 Allowance for metered water not discharged into the city's sanitary sewer system.

Any commercial, industrial or institutional customer using a metered supply of water that is not discharged into the sanitary sewer system may petition the general manager for a billing adjustment provided that: such customer undertake, at its own expense, an engineering study to be performed by an engineer licensed in the state of Connecticut, the results of which shall be turned over to the general manager, indicating the volume of metered water consumed that is not returned to the sanitary sewer system. As an alternative to the aforementioned, such customer may install, at its own expense, a submeter, approved by the general manager, to measure flow into the sanitary sewer system. Such submeter shall be subject to periodic inspection by the WPCA to ensure its proper operation.

(Ord. dated 4/18/88 (part): prior code § 29-33)

13.04.450 Discharge limitations regarding the use of public sewers.

- A. No person shall discharge or cause to be discharged, or permit infiltration or inflow of any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sanitary sewer. On hilltops and other places where it is not intended to provide stormwater sewers, and where there is no combined sewer, all storm and surface drainage may be discharged directly into street gutters, and all pipes or conduits passing under or through sidewalks shall be of such material and pattern as shall be approved by the director of public facilities. No storm or surfacewater shall be so discharged as to flow over or upon any sidewalk. In

sections of the city provided with combined sewers and where stormwater sewers are not provided, storm, surface and unpolluted water may be discharged into said combined sewers through pipes separate and independent from pipes carrying sewage and laid at such grades, depths and to such point as shall be required by the city engineer and WPCA so that they may at a future time be disconnected and connected with stormwaters by the city or the WPCA at its own expense.

13.04.460 Quantity determination.

- A. Unless otherwise provided herein, the quantity of wastewater delivered to the city sewers will be construed as being the same as the water delivered to the producer by the water system. If it is ascertained that the water meter has inaccurately measured the amount of water delivered to the permittee, then in that event the sanitary sewer charge established in this chapter shall be adjusted in the same manner as adjustments are made to the water bill.
- B. Should the producer evaporate or otherwise dispose of water delivered by the water system other than to the city sewer system, the industrial waste producer may petition the general manager for adjustment.
- C. It shall be the obligation of the permittee to conduct a test on the flow-measuring equipment as follows: meters measuring four and five-tenths ccf or greater per day shall be tested at least once every twelve (12) months; meters measuring four and forty-nine-one hundredths ccf or less per day shall be tested at least once every four years. The test shall be used to determine the meter accuracy and the results thereof shall be furnished in writing to the general manager. It shall also be the permittee's responsibility to notify the general manager within a reasonable time in advance so that the general manager may, if he chooses, have a witness present during such test. If, upon any such test, the percentage of accuracy is found to be within the accuracy tolerance established by the manufacturer's specifications, such measuring equipment shall be determined to have correctly measured the quantity delivered to the sewer system. If, however, upon any such test, the percentage of accuracy is found to be in excess of the accuracy tolerance specified by the manufacturer's specifications, then such measuring equipment shall be immediately adjusted to register correctly the quantity delivered to the sewer system. The billings to such permittee shall be adjusted for a period extending back to the time when the inaccuracy began, if such time is ascertainable, or for a period extending back one-half of the time elapsed since the date of the last test or the date of the last adjustment, if the time is not ascertainable.
- D. Any producer for which the water supply is from private wells shall install, operate and maintain at its expense such meters or other devices as are necessary to

determine quantity discharge to the sewer system. Such meters shall be approved by the general manager.

- E. As to any customer that is billed based on the metered volume of sewage delivered to the sanitary sewer system, such customer shall be obligated to provide to the general manager of the WPCA periodic readings of volume of sewage delivered into the sanitary sewer system on such basis as approved by the general manager and all such customers shall comply with the applicable provisions above as to accuracy of such flow-measuring equipment.
- F. In the event none of the above provisions are applicable, all producers for which the water supply is from other than the company, shall furnish to the WPCA either a certified meter reading of water delivered to its plant or company or a copy of the billing from the water supplier. In this event, the permittee's charges will be calculated and the same conditions will apply as if the company were the supplier of water to the permittee.

(Ord. dated 4/18/88 (part); prior code § 29-58)

13.04.620 Sewer extensions to properties outside the city limits.

Notwithstanding the requirements of Sections 13.04.030, 13.04.300, and 13.04.540 of this chapter, all requests for sewer extensions for service to properties located outside the city limits shall be submitted by the town and the property owner to the WPCA board for approval. All approved requests shall be forwarded by the WPCA to the city clerk for referral to: the planning and zoning commission for a report pursuant to Section 8-24 of the General Statutes of Connecticut; and the committee having jurisdiction over highways for an investigation and report. All requests from towns and property owners for sewage service to properties located outside the city limits where there is no approved contract between the town where the property is located and the WPCA, shall also require the approval of the city council. All contracts and/or amendments to contracts between the WPCA and towns for sewage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council.

(Ord. dated 8/2/04; Ord. dated 8/5/02)

***44-13 Consent Calendar**

Assignment of Tax liens for the Fiscal Year 2014.

**Report
of
Committee
on
Contracts**

Submitted: April 21, 2014

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

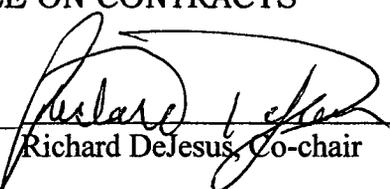
***44-13 Consent Calendar**

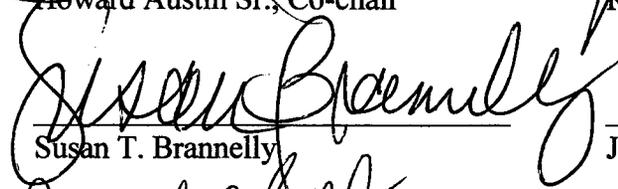
BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorizes and approves the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes; and be it further

RESOLVED, That pursuant to Connecticut General Statutes, including Sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorizes the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

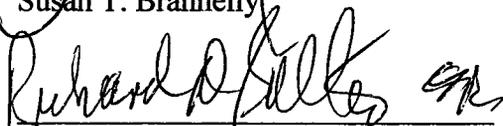
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS

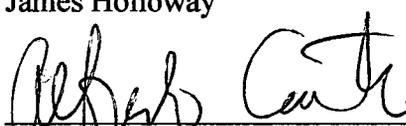

Howard Austin Sr., Co-chair

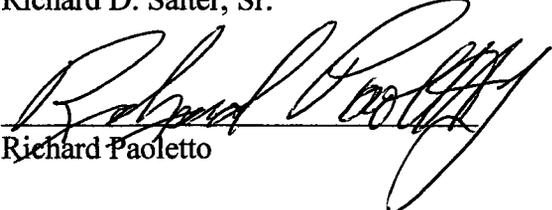

Richard DeJesus, Co-chair


Susan T. Brannelly


James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Richard Paoletto


Thomas C. McCarthy, President
(Sat in to make quorum)

Council Date: April 21, 2014

***50-13 Consent Calendar**

Contract of Sale with the Boys and Girls Club of
Bridgeport, Inc.

**Report
of
Committee
on
Contracts**

Submitted: April 21, 2014

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

***50-13 Consent Calendar**

RESOLVED, That the attached Contract of Sale with Boys and Girls Club of Bridgeport, Inc. be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair

Susan T. Brannelly

James Holloway

Richard D. Salter, Sr

Alfredo Castillo

Richard Paoletto

Thomas C. McCarthy, President
(Sat in to make quorum)

CONTRACT OF SALE

Date of Agreement: February 27, 2014

Seller: BOYS AND GIRLS CLUB OF BRIDGEPORT, INC., a non-for-profit
Address: Connecticut corporation with offices at 102 Park Street, Bridgeport
Connecticut 06608

Purchaser: THE CITY OF BRIDGEPORT, a municipal corporation of the
State of Connecticut, having an address at 45 Lyon Terrace,
Bridgeport, CT 06604

Property Address: 555 Madison Avenue, Bridgeport, CT also known as 595 Madison
Avenue, Bridgeport, CT

WITNESSETH:

WHEREAS, Seller is the owner of those certain plots, pieces or parcels of land **comprising approximately 2.21 acres, more or less**, described on **Schedule A** annexed hereto together with the buildings and improvements thereon erected, located in the City of Bridgeport, County of Fairfield, State of Connecticut, Tax Assessor's **Map 46, Block 1425, Lot 1A**, commonly referred to as **555 Madison Avenue, also known as 595 Madison Avenue**, Bridgeport, Connecticut (the "**Premises**"); and

WHEREAS, Seller desires to sell and convey and Purchaser desires to purchase the Premises on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in consideration of the sum of TEN (\$10.00) DOLLARS by each in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Sale of the Premises.** On the terms and conditions contained in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Premises. The sale also includes:

(a) All right, title and interest of Seller in and to any strips and gores of land adjoining the Premises and any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the Premises, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Premises by reason of change of grade of any street; and Seller will execute and deliver to Purchaser, on closing of title, or thereafter on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award. This provision shall survive the transfer of title.

(b) All improvements to the Premises presently existing, and all fixtures, equipment, furniture, furnishings, fittings and articles of personal property attached or affixed to or located on and used or employed in connection with the Premises and owned by Seller are included in this sale, except as follows:

None

2. **Purchase Price.** The purchase price of the Premises is **Nine Hundred Eighty Thousand (\$980,000.00)** DOLLARS payable as follows:

(a) Concurrently with execution of this contract a deposit of \$5,000.00 as a good faith earnest money deposit against the purchase price of \$980,000.00

(b) The balance of the purchase price, payable at the closing, in the amount of **\$975,000.00** by bank or teller's check drawn on a local bank and constituting immediately available funds. Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days' notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.

3. **State of Title.** The Premises are to be sold and conveyed subject only to the following:

(a) **Permitted Encumbrances.** Purchaser shall accept such title as any reputable title insurance company licensed in the State of Connecticut (the "**Title Company**") will be willing to approve and insure at normal rates, subject only to the exceptions set forth on **Schedule B** annexed hereto and to standard printed exceptions in the Title Company's form of policy (together, the "**Permitted Encumbrances**"). Purchaser shall be obligated to obtain a title search for the Premises within thirty (30) days after the execution of this Agreement and shall promptly forward the same to the Seller. The Purchaser and Seller shall mutually agree to the Permitted Encumbrances promptly thereafter. If at the Closing Date there exist any other liens or encumbrances that are not Permitted Encumbrances which Seller is obligated to pay or discharge in order to convey to Purchaser such title as is herein provided to be conveyed, Seller may satisfy the same at closing, provided:

(i) Seller shall deliver to Purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record that are not yet released together with monies sufficient for the cost of recording or filing said instruments; or

(ii) Seller's counsel shall deliver to Purchaser current payoff statements from the holders of such liens or encumbrances and counsel's hold harmless letter stating that counsel will obtain releases of all such liens and encumbrances within thirty (30) days after the Closing Date and will file the same on the local Land Records, pay the appropriate recording fees, and take any and all such other steps as may be required to remove such liens and encumbrances of record against the Premises within such 30-day period; or

(iii) Seller, having made arrangements with the Title Company selected by Purchaser, shall deposit with said Title Company sufficient monies acceptable to said company to insure the obtaining and the recording of satisfactions of all such liens and encumbrances. The existence of any such liens or encumbrances shall not be deemed objections to title if Seller shall comply with the foregoing requirements and the Title Company shall make no exception from coverage therefore in the title policy issued to the Purchaser.

(b) **Real Estate Tax Adjustment.** N/A.

(c) **Assessments and Other Charges.** Seller shall also be responsible for all other assessments, water charges and sewer rents which Seller is obligated to pay and discharge which are due or to become due either (1) the Closing Date or (2) the date on which Seller shall deliver exclusive possession of the Premises to the Purchaser, whichever occurs last, together with any

interest, lien fees, penalties and other charges, including attorneys' fees and costs of collection due thereon.

(d) Extension of Time to Remove Liens and Encumbrances. In the event that on the Closing Date Seller's title to the Premises shall be subject to mortgages, liens, encumbrances or objections other than Permitted Encumbrances, or if Purchaser shall have any other grounds for refusing to close this transaction, and if Purchaser shall be unwilling to waive the same and to close this transaction without abatement of the purchase price or allowance of any kind, Seller shall have the right to an adjournment of the Closing Date for a period not to exceed thirty (30) days, and such Closing Date shall be adjourned to a date specified by Seller not beyond such 30-day period. If for any reason whatsoever Seller shall not have succeeded in removing, remedying or complying with such mortgages, liens, encumbrances, objections or other grounds as encumbrances upon title at the expiration of such adjournment, this Agreement shall be, and be deemed to be, canceled at the sole option of the Purchaser upon the giving of notice to the Seller. In the event of the cancellation of this Agreement under any of the circumstances referred to in this Paragraph, this Agreement shall cease, terminate and come to an end, and neither party hereto shall have any rights, obligations or liabilities against or to the other, except for those items that are stated herein to survive closing, transfer of title, or the earlier termination of this Agreement.

(e) Corporate Franchise and Business Taxes. Mortgages, liens, and other encumbrances for a specific sum, corporate franchise or business taxes owing to municipal, county, state or federal governments by any corporation in the chain of title to the Premises shall not constitute an objection to title, and Purchaser shall take title subject to the same, provided also that Purchaser's Title Company will affirmatively insure, without additional premium or charge, that said sums will not be collected out of the Premises.

(f) Determination of Defects in Title. Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(g) Seller's Affidavit(s). Seller agrees to execute at the closing one or more affidavits verifying the non-existence of mechanic's liens and lien rights, tenancies or rights of occupancy, security interests in personal property included in the sale, if any, updating the facts in any existing survey of the Premises, and such other documents, instruments and/or affidavits as the Purchaser's counsel or Purchaser's Title Company may reasonably require in connection with this Agreement and the conveyance of the Premises.

(h) Proceeds to be Held in Escrow Pending Recording of Deed. Seller's counsel agrees to hold the proceeds of closing in escrow for five (5) business hours following the closing (a business day is defined as beginning at 9:00 a.m. and ending at 5:00 p.m.) to permit Purchaser to rundown title and record the deed. When the five (5) business hours carry over into the next business day, such business day must be a weekday that is not a national, state or local holiday.

4. Adjustments. The following are to be apportioned as of midnight of the day immediately prior to the Closing Date:

(a) Real estate taxes not applicable as set forth in 3(b).

(b) Water charges, sewer usage fees, sewer assessments due or to become due as of the date of closing.

(c) Seller's obligations for electricity, gas and other public or private utility services, except heating oil remaining which shall be deemed to be included as part of the purchase price set forth in Paragraph 2 above.

(d) Rents, security deposits and other amounts owed to Tenants.

Seller is obligated to advise the Purchaser five (5) business days in advance if Purchaser will owe Seller a sum for adjustments at the Closing. If the Purchaser does not receive such advance notice, the Seller will receive such adjustment amount from the Purchaser within fourteen (14) days after the Closing.

5. **Covenant of Seisin; Deed.** Seller represents that it is well-seized of the Premises in fee simple, has good right to convey the same. The deed to be delivered by Seller shall be a quitclaim deed in proper form for recording and shall be duly-executed and acknowledged so as to convey to Purchaser the fee simple interest in the Premises free and clear of all encumbrances as provided herein, except for the Permitted Encumbrances ("**Deed**").

6. **Time and Place of Closing.** The Deed shall be delivered on the Closing Date upon the receipt of the balance of the purchase price and adjustments between the parties, and upon the receipt of all documents required in connection with this Agreement at the office of Seller's counsel, such closing to occur on or before **April 30, 2014** but in any event no later than 30 days after (a) all contingencies set forth herein have been satisfied or (b) all defects in title have been cured, or on any other date fixed by agreement ("**Closing Date**"). Unless otherwise specified in this Agreement, Seller will deliver exclusive possession of the Premises to the Purchaser on the Closing Date free of all tenancies and occupancies. This agreement is contingent upon Purchaser obtaining a favorable 8-24 report from the Planning and Zoning Commission; and approval by Bridgeport Council of an appropriation of \$980,000.00 to purchase the subject property. This agreement is also contingent upon Seller obtaining approval by its Board of Directors.

7. **Brokerage.** Seller and Purchaser represent and warrant that (No Broker) is the sole broker involved in consummating this transaction. Seller and Purchaser agree, respectively, to indemnify and hold the other harmless from and defend the other against any claim, loss or damage, including attorneys' fees and court costs, resulting from the falsity of the foregoing representation and warranty. This paragraph shall survive the cancellation or earlier termination of this Agreement.

8. **Delivery of Premises.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), as is and without obligation to deliver the premises broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

9. **Notice.** All notices required or desired to be given under this Agreement and all changes of address shall be mailed by registered or certified mail, return receipt requested, in a postage prepaid envelope (each a "Notice"), addressed to the other party or e-mailed as follows:

(a) If to Seller:

Boys and Girls Club of Bridgeport, Inc.
102 Park Street, Bridgeport, CT 06608

with a copy to Seller's counsel:

Richard H. Saxl, Esq.
265 Post Road West,
Westport, CT 06880
dick@richardhsaxl.com

(b) If to Purchaser:

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

with a copy to Purchaser's counsel:

City Attorney
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604
E-mail: edmund.schmidt@bridgeportct.gov

The Notice will be deemed given on the date delivered to a reputable overnight delivery service, when delivered to the other party in hand, or two (2) business days after the date of mailing by depositing the same in depository of the United States Postal Service or two (2) hours after sending an e-mail.

10. **Physical Condition of the Premises.** Seller represents or warrants that, should Seller or any Tenant or occupant continue in possession of all or any portion of the Premises after the Closing Date, the physical condition of the Premises shall continue to be in condition suitable for its current use. If the Seller transfers exclusive possession of the Premises to the Seller on the Closing Date, subject only to the existing Tenants, then the Seller will be deemed to have transferred the Premises to the Purchaser and the Purchaser shall be deemed to have accepted the Premises "**AS IS, WHERE IS**" without any representations or warranties as to the physical condition or habitability thereof. Seller shall not be liable or bound in any way for any verbal statements, representations, or information pertaining to the Premises furnished by any real estate broker or agent or finder. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral and written, between the parties are merged into this Agreement, which alone fully and completely expresses the agreement of the parties, and that the same is entered into subject to Purchaser's investigation, neither party relying on any statement or representation made by the other and not contained in this Agreement. This paragraph 11 shall survive the transfer of title at the Closing.

11. **Expenses.** Seller and Purchaser shall, respectively, bear their own costs and attorneys' fees in connection with the transaction contemplated by this Agreement. Seller shall also pay any and all deed or conveyance taxes, sales taxes, recording charges for releases of liens and encumbrances, and the like necessary for the transfer of title as required by this Agreement. Purchaser shall pay for the recording of the Deed.

12. **Boys and Girls Club.** Seller agrees that the net proceeds from sale of this subject property shall be used for the general corporate purposes consistent with the mission of the Boys and Girls Club.

13. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

14. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and

representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

15. **Miscellaneous.**

(a) Captions. The captions to paragraphs contained in this Agreement are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(b) Severability. If any term or provision of this Agreement shall be held by a court of competent jurisdiction over the parties to be invalid or unenforceable or to be improperly applied, such provision will be severable from the Agreement and the remainder of this Agreement or the future application thereof, as the case may be, shall not be affected thereby, and the remainder of the Agreement shall be interpreted in the absence of such invalid or unenforceable provision.

(c) Offer and Acceptance. It is expressly understood and agreed that this Agreement shall not constitute an offer or create any rights in favor of the Purchaser and shall in no way obligate or be binding upon Seller nor shall it have any force or effect unless and until a fully-executed original thereof is delivered by Seller to Purchaser.

(d) Singular/Plural/Gender References. Whenever used herein, the singular number shall include the plural and the masculine gender shall include the feminine and neuter genders, as the context may require.

(e) Further Assurances. Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to further and effectuate the intent of this Agreement.

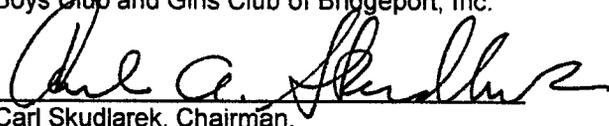
(f) Binding Effect. This Agreement is binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Connecticut and any action brought in connection therewith shall be brought in the courts of this State.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on the 27th day of February, 2014.

In the presence of:

Boys Club and Girls Club of Bridgeport, Inc.


Carl Skudlarek, Chairman,
Board of Directors

Seller

City of Bridgeport

Bill Finch, Mayor

Buyer

Schedule A

Property Description

All that certain piece or parcel of land together with the buildings and improvements thereon situated in the City of Bridgeport and bounded and described as follows, to wit:

Beginning at a point on the westerly line of Madison Avenue which is 75 feet northerly of the intersection of the westerly line of Madison Avenue with the northerly line of Center Street when measured along said westerly line of Madison Avenue; thence extending northerly along the westerly line of Madison Avenue; thence extending northerly along the western line of Madison Avenue, a distance of 360 feet; thence extending westerly from said point along a line meeting Madison Avenue at an interior angle of $73^{\circ} 24' 06''$, a distance of 310 feet; thence extending southerly along a line meeting the western extremity of the last mentioned line at an interior angle of $106^{\circ} 35' 54''$, a distance of 271.44 feet; and then easterly on a line which meets the westerly line of Madison Avenue at right angles at the point of the beginning, a distance of 297.08 feet, being bounded:

NORTHERLY on land of the City of Bridgeport, 310 feet;
EASTERLY on Madison Avenue, 360 feet;
SOUTHERLY on land of the City of Bridgeport, 297.08 feet;
WESTERLY on land of the City of Bridgeport, 271.44 feet.

Being shown upon a map entitled "Map of Property Deeded to Boys Club of Bridgeport, Inc. by City of Bridgeport" dated April 11, 1949, made by the City Engineer's Office.

Together with the right to construct and maintain such sewer and water lines as may be necessary from said property across the land of the City of Bridgeport to the south thereof to Center Street or Madison Avenue.

Schedule B

Permitted Encumbrances

***58-13 (PHO) Consent Calendar**

Public Hearing Ordered for May 5, 2014: re Hangar Lease with the Connecticut Aerospace Hall of Fame and Museum, Inc., for the location of the Connecticut Air & Space Center at Sikorsky Memorial Airport.

**Report
of
Committee
on
Contracts**

Submitted: April 21, 2014

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

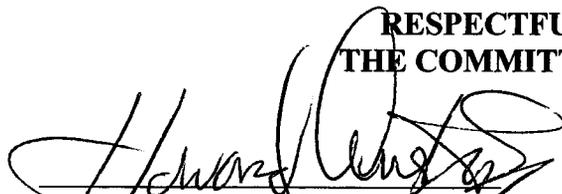
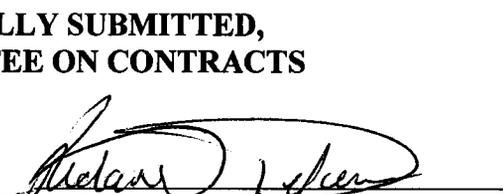
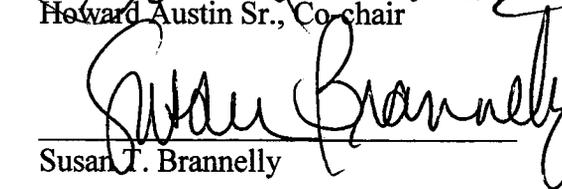
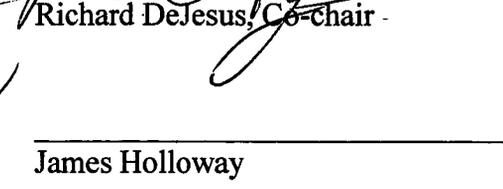
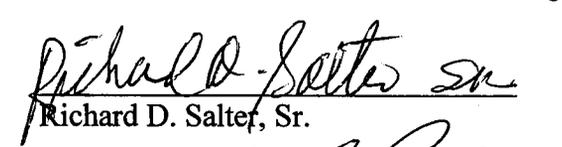
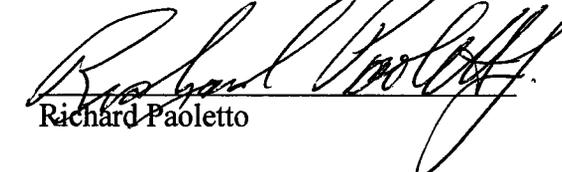
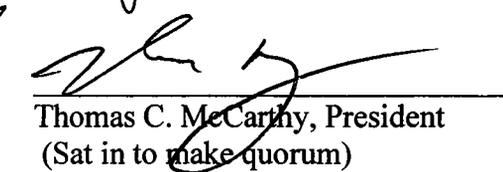
To the City Council of the City of Bridgeport.

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

***58-13 (PHO) Consent Calendar**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, May 5, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Hangar Lease with the Connecticut Aerospace Hall of Fame and Museum, Inc., for the location of the Connecticut Air & Space Center at Sikorsky Memorial Airport.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

 Howard Austin Sr., Co-chair	 Richard DeJesus, Co-chair
 Susan T. Brannelly	 James Holloway
 Richard D. Salter, Sr.	 Alfredo Castillo
 Richard Paoletto	 Thomas C. McCarthy, President (Sat in to make quorum)

***64-13 Consent Calendar**

Agreement with The Hartford Life and Accident Insurance Company for a Group Retiree Insurance Plan for Medicare-Eligible Retirees of the City and Board of Education employees (Term of Agreement January 1, 2014 through December 31, 2016).

**Report
of
Committee
on
Contracts**

Submitted: April 21, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

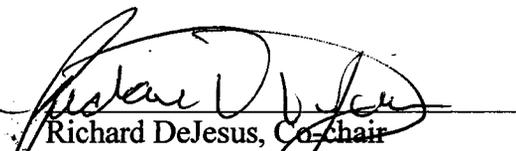
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***64-13 Consent Calendar**

RESOLVED, That the attached Agreement with Hartford Life and Accident Insurance Company for a Group Retiree Insurance Plan for Medicare-Eligible Retirees of the City and Board of Education employees, (Term of Agreement January 1, 2014 through December 31, 2016) be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

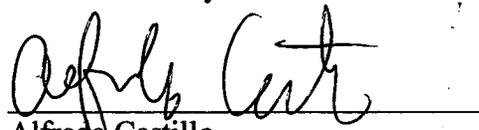

Howard Austin Sr., Co-chair

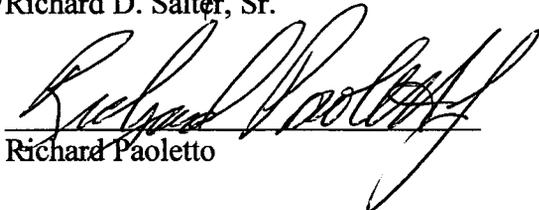

Richard DeJesus, Co-chair

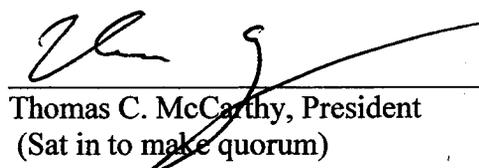

Susan T. Brannelly

James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Richard Paoletto


Thomas C. McCarthy, President
(Sat in to make quorum)

City Council: April 21, 2014

Highlights of Hartford Group Retiree Insurance Plan

Nature of Benefit: This is a Medicare Supplement Plan. It pays for covered Medicare medical benefits which are subject to deductibles and co-insurance.

Background: For the past 6 years we've been on a Medicare Advantage Plan. This was a somewhat richer plan however Medicare paid a subsidy to the carrier to offer the coverage. In the early years of this coverage, the City enjoyed substantial savings with this program. Since the advent of the Affordable Care Act, Medicare support for Advantage plans has been declining to the point where it is no longer financially attractive to the City. The Medicare Supplement is the program that the City/BOE is contractually obligated to offer to its retirees.

Premium: \$225.08

Number of Covered Lives and Total Cost:

City: 1,473	x \$225.08 = \$331,543
<u>BOE: 1,157</u>	<u>x \$225.08 = \$260,418</u>
Total: 2,630	\$591,961 x 12 = \$7,103,525

Duration of Contract: January 1, 2014 – December 31, 2015.

This package consists of the following components:

Policy: discusses eligibility, benefit schedule, premium information

Certificate of Plan Benefits: definitions, who is covered, expanded information about benefits and exclusions

Addendum: Addresses issues which were of concern to the City that could not be written out of the Contract as it is filed with the State of CT.



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Simsbury, Connecticut
(A stock insurance company)

will pay benefits according to the conditions of this Policy.
Signed for the Company

Terence Shields, *Secretary*

Michael Concannon, *Executive Vice President*

THE HARTFORD GROUP RETIREE INSURANCE PLAN (SM)

NOTICE TO BUYER: This Policy may not cover all of the costs associated with medical treatment and services provided to the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This is not a standardized Medicare Supplement Plan.

This is a Supplemental Policy only.

Policyholder Name: City of Bridgeport and
Bridgeport Board of Education

Policy Number: AGP-3873

Policyholder Address: Benefits Office
45 Lyon Terrace, Room 106
Bridgeport, CT 06004

Policy Effective Date: January 1, 2014

Policy Renewal Date: January 1, 2016 and each January 1st thereafter unless mutually agreed upon between the Policyholder and Us.

RENEWABILITY: Except for material misrepresentation, coverage under this Policy will continue by timely payment of premium until the first to occur of:

- a) the date the Policy is cancelled; or
- b) the date the Covered Person ceases to qualify within a class of persons eligible for coverage under this Policy.

Table of Contents
Schedule
Contract Provisions
Incorporation Provision

Accepted by

Policyholder

Countersigned by

Licensed Resident Agent

SCHEDULE – ELIGIBILITY

THE SCHEDULE OF BENEFITS SHOWS THE BENEFITS FOR WHICH THE ELIGIBLE PERSON(S) ARE COVERED. THIS POLICY MAY DESCRIBE BENEFITS NOT INCLUDED IN ALL PLANS. PLEASE CHECK THE SCHEDULE OF BENEFITS TO DETERMINE SPECIFIC COVERAGE UNDER THIS POLICY.

Eligible Person: Eligible Persons are described below.

Class	Description of Eligible Persons
--------------	----------------------------------------

- | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | All Retirees of the Policyholder who are entitled to Medicare benefits. |
| 2 | All Retirees and their Eligible Dependents who are covered under this Policyholder's group health plan and who are under age 65. Retirees in this class are not eligible for coverage under this policy but may enroll their Eligible Dependents |

Eligible Dependents: Class 1 and Class 2 Eligible Persons may apply for Dependent's Coverage. Eligible Dependents are described below:

Description of Eligible Spouse

The Eligible Person's Spouse who is entitled to Medicare benefits, provided the spouse is not legally separated or divorced from the Eligible Person.

Spouse will include the Eligible Person's domestic partner, provided he or she has executed a Domestic Partner Affidavit satisfactory to Us, establishing that the Eligible Person and his or her partner are domestic partners for purposes of this Policy. The Eligible Person and such domestic partner will continue to be considered domestic partners provided they continue to meet the requirements described in the Domestic Partner Affidavit.

Eligibility Restrictions: The Eligible Person must enroll for coverage under either this Policy or the Related Policy in order to enroll for Dependent's Coverage.

If a husband and wife are both Eligible Persons, only one may apply for Insured Person Coverage with the other covered as a Dependent only. A Dependent's Plan Benefits must be the same as, or less than, the Eligible Person's Benefit Plan. However, this limitation will not apply if the Eligible Person is covered by the Related Policy.

In no event will a person be eligible for coverage under this Policy if he or she:

- a) is engaged in active employment or is the Dependent of a person engaged in active employment, and is covered by an employer's health plan which is primary payor to Medicare; or
- b) is covered by Medicaid; or
- c) has other coverage in force that supplements Medicare or which provides coverage for his or her hospital or medical expense; or
- d) is not covered by Medicare.

Enrollment Period: Each Eligible Person must enroll for coverage under this Policy during an enrollment period.

The initial enrollment period will be a 30 consecutive day period, established by mutual agreement with the Policyholder. We may establish later periods of open enrollment by mutual agreement with the Policyholder, but not more often than once in a 12 month period.

Persons who become eligible for coverage after the enrollment period must enroll for coverage during the 30 consecutive days following the date they first become Eligible Persons.

SCHEDULE - BENEFITS AND AMOUNTS

THE SCHEDULE OF BENEFITS SHOWS THE BENEFITS FOR WHICH THE ELIGIBLE PERSON(S) ARE COVERED. THIS POLICY MAY DESCRIBE BENEFITS NOT INCLUDED IN ALL PLANS. PLEASE CHECK THE SCHEDULE OF BENEFITS TO DETERMINE SPECIFIC COVERAGE UNDER THIS POLICY.

Benefits and Amounts: A Covered Person's plan will be the one plan that the Eligible Person elected from the Schedule as shown below and on the following page(s). The election must be in accordance with the Eligibility provisions and all other terms of this Policy.

PLAN BENEFITS

Lifetime Maximum Benefit: Unlimited
Calendar Year Deductible: \$0

BENEFIT	AMOUNT PAYABLE
<u>Hospital Confinement Benefit</u> Day of Confinement 1 st to 60 th Day	100% of the Medicare Part A Deductible
61 st to 90 th Day	100% of the Medicare Part A Coinsurance charge per day (Coinsurance charge is equal to 25% of Medicare Part A Deductible)
91 st – 150 th Days (Lifetime Reserve Period)	100% of the Medicare Part A Coinsurance charge per day (Coinsurance charge is equal to 50% of Medicare Part A Deductible)
After Lifetime Reserve Period	100% of Hospital Expenses Incurred for each Day of Confinement for an additional 365 Days of Confinement per lifetime
<u>Skilled Nursing Facility Benefit</u> Day of Confinement 21 st to 100 th Day	100% of the Medicare Part A Coinsurance charge (Coinsurance charge is equal to 12½ % of Medicare Part A Deductible)
<u>Outpatient Medical Expenses per Calendar Year</u> Medicare Part B Deductible Benefit	100% of Medicare Part B Deductible
Medical Care Coinsurance (20% Medicare Part B Eligible Expenses)	100% of Medicare Part B 20% Coinsurance

SCHEDULE - BENEFITS AND AMOUNTS (Continued)

Additional Plan Benefits

BENEFIT

AMOUNT PAYABLE

Foreign Travel Emergency

80% of the Foreign Travel Emergency Medical Treatment Expense
Deductible Amount: \$250
Lifetime Maximum Benefit Amount: \$50,000

Preventive Care Cancer Screening

We will pay the Usual and Customary Charges Incurred per Calendar Year for the following: One Mammography Screening; One Cervical Cancer Screening; One Prostate Screening; please see Benefit

Outpatient Medical Care Excess

100% of the difference between the actual Medicare Part B charge as billed and the Medicare approved Part B charge.

Hospice Care Benefit

The coinsurance for Inpatient respite care, drugs, and biologicals for all Medicare approved Hospice charges

Blood Deductible Benefit

First 3 pints of blood under Medicare Part A and Medicare Part B

State Situs Mandate Benefits

See Benefits CT in the GRIP All State Rider

SCHEDULE – PREMIUMS

Individual Premiums: Premiums for each Covered Person are stated below.

The premiums stated in this section are for monthly periods of coverage. Semi-annual premiums are 6 times and annual premiums are 12 times those stated. If a premium becomes due for a different period of time, it will be determined pro rata.

Individual Plan Benefit Monthly Premiums

\$225.08*

*A \$13.50 per person per month administrative fee for services which include but are not limited to billing, enrollment, claims payment and customer service is included in the per person per month premium.

Covered Person Premium Due Dates: The first premium for each Covered Person is due on the date he or she becomes covered under this Policy. Each Premium after the initial premium is due at the end of the period for which his or her preceding premium was paid.

Grace Period: After the initial premium, a grace period of 31 days from the Covered Person's Premium Due Date is allowed each Insured Person for payment of each premium due after his or her initial premium. A Covered Person's coverage will be continued during the grace period. If he or she Incurs a covered loss during the grace period, the Insured Person will be liable to Us for payment of any premium accruing during the period We continued coverage in force under this provision. The grace period will not continue coverage beyond a date stated in a Termination provision.

Policy Premium: The premium for this Policy is the sum of Individual Premiums for each Covered Person.

Policy Premium Due Dates: This Policy Premium is payable on:

- a) the Policy Effective Date; and
- b) the 1st day of each month thereafter, with respect to each Covered Person whose premium becomes due on such date, subject to the Grace Period provision.

Each Policy Premium is due on or in advance of the date it becomes payable. This Policy terminates on the last day of the period for which premium is paid, subject to the grace period.

SCHEDULE – PREMIUMS (Continued)

Policy Premium Payment: The Policy Premiums are to be paid to Us by the Policyholder. However, they may be paid to Us by any other person according to a mutual agreement among the other person, the Policyholder and Us.

Change of Policy Premiums: We have the right on any premium due date to change the rate at which future premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age and geographic location.

Rates may be changed based on:

- a) changes in Medicare;
- b) the claims experience of this Policy;
- c) state or federal legislation affecting health insurance coverage with which this Policy must comply; or
- d) the experience of all groups on which We write group retiree medical coverage providing similar Plan Benefits.

We will give the Policyholder advance written notice of any change in premium rates at least 30 days prior to the Premium Due Date on which the change is to become effective.

Policyholder Grace Period Provision: A grace period of 90 days is allowed for payment of each premium due after the first unless the Policy is cancelled on or before the due date. This Policy will continue in force during the grace period. The Policyholder is liable to Us for the payment of premium accruing for the period this Policy continues in force.

CONTRACT PROVISIONS

Entire Contract: The entire contract between the Policyholder and Us consists of this Policy and any forms made a part of this Policy at issue.

All statements made by the Policyholder or the Covered Person will be deemed representations and not warranties. No statement made to effect this insurance will:

- a) void the insurance; or
- b) reduce benefits unless it is in writing and signed by the Policyholder or the Covered Person.

Changes: We reserve the right to make changes in this Policy. We will give the Policyholder 30 days advance written notice of any change.

No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of this Policy.

Time Periods: All periods begin and end at (12:01 A.M., Standard Time) at the place where this Policy is delivered.

Certificates: We will give individual Certificates to:

- a) the Policyholder; or
 - b) any other person according to a mutual agreement among the other person, the Policyholder and Us;
- for delivery to each Insured Person.

The Certificates will state the features of this Policy that are important to each Covered Person.

30 Day Right to Examine Certificate: The Insured Person has a 30 day right to examine his or her Certificate. If the Insured Person is not satisfied, he or she may return it to Us within 30 days of the date of its delivery. In that event, We will consider it void from the Certificate effective date and any premium paid will be refunded to either the Policyholder or Insured Person. Any claims paid will be deducted from the refund.

Data Furnished by Policyholder: The Policyholder, or any other person designated by the Policyholder, may keep the important insurance records on all Covered Persons. The Policyholder or its designee must give Us information, when and in the manner We ask, to administer the insurance provided by this Policy.

The Policyholder or designee will, upon Our request, give Us:

- a) the names of all persons initially eligible;
- b) the name of all additional persons who become eligible;
- c) the names of all Covered Persons;
- d) the names of all persons whose benefit is to be changed;
- e) the names of all persons whose insurance is cancelled; and
- f) any data necessary to calculate premiums.

The Policyholder's failure to:

- a) give Us the name of any Covered Person will not invalidate such person's insurance; or
- b) report a Covered Person's termination of insurance will not continue coverage beyond the date of termination.

The Policyholder's insurance records will be open for Our inspection at any reasonable time.

CONTRACT PROVISIONS (Continued)

Clerical Error: Clerical error (whether by the Policyholder, the Third Party Administrator, or Us) in keeping the records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

Misstatement of Age: If the Age of a Covered Person has been incorrectly stated, the premium rates will be adjusted to the correct Age of the person. If the change in Age affects the Covered Person's benefits, the benefits will be corrected accordingly and the premium adjustment will take this correction into account.

Policy Cancellation: Notice of Policy cancellation may be provided at any time by written notice sent by Us to the Policyholder or by the Policyholder to Us. If We cancel, We will deliver the notice to the Policyholder at its last address shown in Our records.

If We cancel, it becomes effective on the later of:

- a) the date stated in the notice; or
- b) the 31st day after We mail or deliver the notice (60 days in New Jersey).

If the Policyholder cancels, it becomes effective on the later of:

- a) the date We receive the notice;
- b) the date stated in the notice; or
- c) the 31st day after the notice is delivered.

In either event:

- a) We will promptly return any unearned premium paid; or
- b) the Policyholder will promptly pay any earned premium that has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will be without prejudice to any claim that originated prior to the effective date of the cancellation.

Not in Lieu of Worker's Compensation: This Policy does not satisfy any requirement for worker's compensation insurance.

Conformity with Law: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

INCORPORATION PROVISION

The Certificate(s) of Insurance and Riders listed below are attached to, incorporated in and made a part of this Policy.

<u>Certificate of Insurance</u>	<u>Applicable to:</u>	<u>Effective Date of Incorporation</u>
GBD-1500 CRT	All Eligible Persons	January 1, 2014

The provisions listed below are shown in the Certificate(s) of Insurance and are hereby incorporated into and made a part of this Policy.

General Definitions
Insured Person Period of Coverage
Covered Dependent Period of Coverage
State Mandates and Exceptions Provision
Eligibility for Payment of Benefits
Extension of Benefits
General Limitation
Pre-existing Conditions Limitation
General Exclusion
Claims Provisions
Riders (if any)

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS
NOT A STANDARDIZED MEDICARE SUPPLEMENT PLAN.**



**THE HARTFORD GROUP RETIREE INSURANCE PLAN (sm)
CERTIFICATE OF PLAN BENEFITS**

**Hartford Life and Accident Insurance Company
Simsbury, Connecticut**

Policyholder Name: City of Bridgeport and Bridgeport Board of Education

Policy Number: AGP-3873

30 Day Right to Examine Certificate: We urge you to examine this Certificate closely. If you are not satisfied, return it to Us within 30 days of the date of its delivery. In that event, We will consider it void from the Certificate effective date and any premium paid will be refunded to the Policyholder. Any claims paid will be deducted from the refund.

Notice to buyer: The Policy may not cover all of the costs associated with medical care Incurred by you during the period of coverage. You are advised to review carefully all Policy limitations contained in this certificate.

RENEWABILITY: Except for material misrepresentation, coverage under the Policy will continue by timely payment of premium until the first to occur of:

- a) the date the Policy is cancelled; or
- b) the date that you or your dependents cease to qualify within a class of persons eligible for coverage under the Policy.

We have issued a Policy to the Policyholder. The provisions of the Policy which are important to you are summarized in this Certificate; consisting of this form, the Schedule of Benefits and Amounts with the most recent effective date and any additional forms which have been made a part of this Certificate. This Certificate replaces any certificates that may have been given to you earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

YOUR SCHEDULE OF BENEFITS AND AMOUNTS SHOWS THE BENEFITS FOR WHICH YOU AND/OR YOUR COVERED DEPENDENT ARE COVERED. THIS CERTIFICATE MAY DESCRIBE BENEFITS NOT INCLUDED IN YOUR PARTICULAR PLAN. PLEASE CHECK YOUR SCHEDULE OF BENEFITS AND AMOUNTS TO DETERMINE SPECIFIC COVERAGE UNDER THE POLICY.

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General Definitions
Insured Person Period of Coverage
Covered Dependent Period of Coverage
State Mandates and Exceptions Provisions
Eligibility for Payment of Benefits
Extension of Benefits
General Limitation
Pre-existing Conditions Limitation
General Exclusion
Claims Provisions

GENERAL DEFINITIONS

NOT ALL DEFINITIONS ARE APPLICABLE TO A COVERED PERSON'S COVERAGE UNDER THE POLICY. PLEASE CHECK THE SCHEDULE OF BENEFITS.

Age means a Covered Person's attained age on any premium due date.

Calendar Year means a period of 12 consecutive months, starting on January 1 and ending on December 31 of the same year.

Calendar Year Deductible means the amount of Eligible Expenses that each Covered Person must Incur *before* any benefits are paid by Us during a Calendar Year. The Calendar Year Deductible is shown in the Schedule of Benefits and Amounts.

Child, Children means Your unmarried children, step children, and legally adopted children who, are primarily dependent on You for support and maintenance and who are entitled to Medicare by reason of disability.

The term Children will also include any other children related to You by blood or marriage or domestic partnership and who:

- a) lived with You in a regular parent-child relationship; and,
- b) were eligible to be claimed as dependents on Your federal income tax return.

Confined, Confines, or Confinement means being an Inpatient in:

- a) a Hospital; or
- b) a Skilled Nursing Facility with respect to Skilled Nursing Facility coverage, if any; due to Sickness or Injury.

Covered Person means an Eligible Person or Eligible Dependent while covered under the Policy.

Day of Confinement means a day of Inpatient Confinement in:

- a) a Hospital; or
- b) a Skilled Nursing Facility with respect to Skilled Nursing Facility coverage, if any; for which a daily room and board charge is made for a full Day of Confinement.

Hospice Care means Medicare approved medical and support services needed to manage symptoms and relieve the pain of a terminal illness. The services must be provided through a Medicare approved Hospice Care Program.

Hospice Care includes but is not limited to:

- a) nursing care, therapies, medical supplies and appliances;
- b) short-term Inpatient respite care; and
- c) Physician, home health aide and counseling services.

GENERAL DEFINITIONS (Continued)

NOT ALL DEFINITIONS ARE APPLICABLE TO A COVERED PERSON'S COVERAGE UNDER THE POLICY. PLEASE CHECK THE SCHEDULE OF BENEFITS.

Hospital means an institution which:

- a) is approved by Medicare and has agreed to participate in Medicare;
- b) operates pursuant to law;
- c) primarily and continuously provides medical care and treatment on an Inpatient basis for sick and injured persons at the patient's expense;
- d) operates diagnostic and major surgical facilities either:
 - 1) on its premises; or
 - 2) in facilities available to the Hospital on a prearranged basis;
 - 3) operates under the supervision of a staff of Physicians; and
- e) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof that is used primarily as:

- a) a nursing home, convalescent home, or Skilled Nursing Facility;
- b) a place for rest, custodial, educational or rehabilitative care;
- c) a place for the aged; or
- d) a place for alcoholism or drug addiction.

Hospital Expenses means:

- a) Medicare Part A Eligible Expenses for treatment provided and billed by the Hospital;
- b) after the Lifetime Reserve Period, Hospital Expenses of the kind that would have been covered by Medicare had Medicare Part A Benefits not been exhausted.

Incurred means the date a Covered Person received the particular treatment, service, or supply that gave rise to an expense.

Injury means bodily Injury resulting:

- a) directly from an accident; and
- b) independently of all other causes;

which occurs while You or Your Dependents are covered under the Policy.

Loss resulting from:

- a) Sickness or disease, except a pus-forming infection that occurs through an accidental wound; or
- b) medical or surgical treatment of a Sickness or disease;

is not considered as resulting from Injury.

Inpatient means Confinement in:

- a) a Hospital; or
- b) a Skilled Nursing Facility with respect to Skilled Nursing Facility coverage, if any;

for which a room and board charge is made.

Insured Person means an Eligible Person while he or she is covered by the Policy.

Medical Care means any professional or outpatient treatment, service, or supply that is covered by Medicare Part B.

Medicare means Title XVIII of the Social Security Act of 1965, as amended.

Medicare Eligible Expenses means health care expenses covered by Medicare to the extent recognized as reasonable by Medicare.

GENERAL DEFINITIONS (Continued)

NOT ALL DEFINITIONS ARE APPLICABLE TO A COVERED PERSON'S COVERAGE UNDER THE POLICY. PLEASE CHECK THE SCHEDULE OF BENEFITS.

Medicare Part A Benefit Period means a period of time during which a Medicare beneficiary is Hospital or Skilled Nursing Facility Confined. A Medicare Part A Benefit Period:

- a) begins when a Medicare beneficiary is admitted to a Hospital as an Inpatient; and
- b) ends when he or she has not been Confined in a Hospital or Skilled Nursing Facility for 60 consecutive days.

Medicare Part A Deductible means the deductible amount that a Covered Person is required to pay under Medicare for the expenses Incurred at the beginning of a Medicare Part A Benefit Period.

Medicare Part B Deductible means the deductible amount that a Covered Person is required to pay under Medicare Part B each Calendar Year for Medicare Eligible Expenses.

Mental and Nervous Disorders means any neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

Physician means a person who is:

- a) a doctor of medicine, osteopathy, psychology, or other legally qualified practitioner of a healing arts that We recognize or are required to recognize;
- b) licensed to practice in the jurisdiction where care is being given;
- c) practicing within the scope of that license; and
- d) not related to an Insured Person by blood or marriage or a domestic partner of a Covered Person.

Policy Benefit Period for Medicare Part A Eligible Expenses means a Medicare Part A Benefit Period as defined, but does not include:

- a) any Day of Confinement before the Covered Person's effective date; or
- b) any Day of Confinement after the Covered Person's termination date, except as stated in the Extension of Benefits provision.

Policy Benefit Period for Medicare Part B Eligible Expenses means a Calendar Year, but does not include any period of time:

- a) before the Covered Person's effective date; or
- b) after the Covered Person's termination date, except as stated in the Extension of Benefits provision.

Related Policy means the Policyholder's Employee Health Plan.

Request means written request made on the forms We furnish for making the request.

Retiree means

- a) All retired employees that meet minimum years of service and are contractually eligible for retiree benefits for themselves and their dependents. All retiree and dependents Medicare eligible regardless of age are to be covered under this plan.

Normal Retirement Age, as used above, shall mean the Age determined by the Policyholder in their established guidelines.

GENERAL DEFINITIONS (Continued)

NOT ALL DEFINITIONS ARE APPLICABLE TO A COVERED PERSON'S COVERAGE UNDER THE POLICY. PLEASE CHECK THE SCHEDULE OF BENEFITS.

Sickness means a person's sickness or disease. However, sickness first manifested before a Covered Person's effective date will be subject to the Policy's Pre-existing Condition Limitation.

Skilled Nursing Facility means an institution that:

- a) operates pursuant to law;
- b) in addition to room and board accommodations, is primarily engaged in providing skilled nursing care under the supervision of a Physician;
- c) provides continuous 24 hour a day nursing service by or under the supervision of a registered graduate nurse (R.N.); and
- d) maintains a daily medical record of each patient.

Skilled Nursing Facility does not mean any institution or part thereof that is used mainly as a home or place:

- a) for the aged, or for rest, custodial or educational care;
- b) for alcoholism and drug addiction;
- c) for the treatment of Mental and Nervous Disorders.

Skilled Nursing Facility Expenses means Medicare Part A Eligible Expenses for services provided and billed by a Skilled Nursing Facility.

Spouse means Your wife or husband who was not legally separated or divorced from You. Spouse will include Your domestic partner, provided You have executed a Domestic Partner Affidavit acceptable to Us, establishing the You and Your partner are domestic partners for purposes of the Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the Domestic Partner Affidavit.

Totally Disabled means:

- a) disabled by an Injury or Sickness that continuously Confines a Covered Person in a Hospital or Skilled Nursing Facility; or
- b) if not Confined, continuously disabled by an Injury or Sickness which a Covered Person's Physician certifies prevents him or her from engaging in the normal activities of a person of like age and gender in good health.

Usual and Customary Charge means the prevailing charge made by most providers of a given service in the geographic area where the service is received. In no event will the Usual and Customary Charge exceed the actual amount charged.

We, Us, or Our means the insurance company named on the face page of this Policy.

INSURED PERSON PERIOD OF COVERAGE

Insured Person Effective Date: An Eligible Person will become covered by the Policy on the later to occur of:

- a) the Policy Effective Date, if he or she enrolled prior to the Policy Effective Date; or
- b) the Policy Effective Date if We receive his or her Request for coverage prior to the Policy Effective Date; or
- c) the first day of the month on or next following the date he or she becomes an Eligible Person; or
- d) the first day of the month after We receive the Request, if it is received at any other time; or
- e) with respect to an Eligible Person who attained Age 65 while covered by the Related Policy, the date stated in that Policy's Conversion provision;

subject to payment of the required premium.

Request for Change in Insured Person's Coverage (if available under this Policy): If the Insured Person Requests to make a change in coverage, the change will become effective on the first day of the month after We receive the Request provided:

- a) the Insured Person is eligible for the change requested; and
- b) the required premium is paid.

If the Request increases coverage, the amount of the increase will be subject to the Pre-existing Condition Limitation provision.

Insured Person Termination: The Insured Person's coverage under the Policy will cease on the first to occur of:

- a) the date the Policy is cancelled; or
- b) the premium due date that the required premium for his or her coverage is not paid, subject to the Grace Period provision; or

However if the Insured Person is eligible for coverage under the Policy because he or she is the widow/widower of an active employee of the Policyholder, the Insured Person's coverage will cease on the Premium Due Date on or next following the date he or she remarries.

Grace Period: A grace period of 31 days is allowed for payment of each premium due after the first premium. We will continue the insurance during the grace period. If an Insured Person Incurs a covered loss during the Grace Period, the Policyholder will be liable to Us for payment of any premium accruing during the period We continued coverage in force under the provision. The Grace Period will not continue coverage beyond a date stated in the Insured Person Termination Provision.

COVERED DEPENDENT PERIOD OF COVERAGE

DEPENDENT COVERAGE WILL BE INDICATED ON THE SCHEDULE OF BENEFITS, IF APPLICABLE. IF THE SCHEDULE DOES NOT SHOW AN EFFECTIVE DATE FOR COVERAGE FOR THE [DEPENDENT], THEN HE OR SHE IS NOT COVERED UNDER THIS POLICY.

Covered Dependent Effective Date: An Eligible Person's Dependent will become covered by the Policy on:

- a) the Policy Effective Date, if We receive the Eligible Person's Request for the Dependent's coverage prior to the Policy Effective Date;
- b) the first day of the month after We receive the Eligible Person's Request for the Dependent's coverage if it is received at any other time; or
- c) with respect to a Dependent who attained Age 65 while covered by the Related Policy, the date stated in that Policy's Conversion provision;

subject to payment of the required premium.

However, in no event will a Dependent become covered under the Policy:

- a) before the date he or she qualifies as an Eligible Dependent; or
- b) before the Eligible Person's effective date of coverage under either the Policy or the Related Policy.

Request for Change in Dependent Coverage: If the Insured Person Requests to make a change in Dependent's coverage, the change will become effective on the first day of the month after We receive the Request provided:

- a) the Dependent is eligible for the change requested; and
- b) the required premium is paid.

If the Request increases coverage, the amount of the increase will be subject to the Pre-existing Condition Limitation provision.

Dependent Termination: Dependent coverage under the Policy will cease on the first to occur of:

- a) the date the Policy is cancelled;
- b) the Premium Due Date that the required premium for his or her coverage is not paid, subject to the Grace Period provision; or
- c) with respect to a Covered Dependent who is an eligible Spouse, the premium due date on or next following the date he or she is Divorced from the Eligible Person, unless continued in accordance with the Spouse Continuation provision.

Spouse Continuation: If a covered spouse is Divorced while covered under the Policy, he or she may continue his or her coverage under the Policy. We must receive the Request and required premium to continue coverage under the Policy within 31 days of the date coverage terminates. Solely for the purpose of continuing the coverage under the Policy, the Spouse will be considered the Insured Person. However, this will not continue the coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued by this provision will terminate on the Premium Due Date on or next following the date the Spouse remarries or executes another Domestic Partner Affidavit.

Divorce/Divorced means annulment, dissolution of marriage, or legal separation from the Insured Person.

Covered Dependent Grace Period: A grace period of 90 days is allowed for payment of each premium due after the first. We will continue the insurance during the grace period. If a Covered Dependent Incurs a covered loss during the Grace Period, the Policyholder will be liable to Us for payment of any premium accruing during the period We continued coverage in force under this provision. The grace period will not continue coverage beyond a date stated in the Dependent Termination provision.

PLAN BENEFITS

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

HOSPITAL CONFINEMENT BENEFIT

When a Covered Person is Confined in a Hospital, We will pay the benefits stated below. The Confinement must be a Medicare approved Confinement. A Covered Person must Incur expenses for the Confinement while he or she is covered by this benefit.

1st to 60th Day of Hospital Confinement: For the first 60 Days of approved Confinement during a Medicare Part A Benefit Period, Medicare pays all Hospital Expenses except for the Medicare Part A Deductible.

If a benefit is indicated as payable for Hospital Confinement on the Schedule of Benefits and Amounts, We will pay a benefit equal to the percentage of the Medicare Part A Deductible and for the specified period of time as shown on such Schedule.

61st to 90th Day of Hospital Confinement: From the 61st to 90th Day of approved Confinement during a Medicare Part A Benefit Period, Medicare pays all Hospital Expenses except a daily Coinsurance Charge equal to 25% of the Medicare Part A Deductible.

If a benefit is indicated as payable for Hospital Confinement on the Schedule of Benefits and Amounts, We will pay a benefit equal to the percentage of the Medicare Part A Coinsurance charge shown on such Schedule.

91st to 150th Day of Hospital Confinement (Lifetime Reserve Period): Regular Medicare Hospital benefits end on the 90th Day of Confinement during a Medicare Part A Benefit Period. After the 90th day, Medicare grants a 60 day Lifetime Reserve Period. These 60 additional days can be used only once in a lifetime. Medicare allows a person the choice of using the days or saving them for the future. If he or she uses the days, Medicare pays all Hospital Expenses Incurred during the Lifetime Reserve Period except a daily Coinsurance Charge equal to 50% of the Medicare Part A Deductible.

If a benefit is indicated as payable for Hospital Confinement on the Schedule of Benefits and Amount, We will pay a benefit equal to the percentage of the Medicare Part A Coinsurance Charge shown on such Schedule.

After the Lifetime Reserve Period: After the Lifetime Reserve Period ends (or would have ended if used), We will pay the percentage shown on the Schedule of Benefits and Amounts for Usual and Customary Hospital Expenses Incurred for each Day of Confinement during a Medicare Part A Benefit Period. Our payment period will be limited to an additional 365 Days of Confinement per person per lifetime.

If a benefit is indicated as payable for Hospital Confinement on the Schedule of Benefits and Amount, We will pay a benefit equal to the percentage of the Hospital Expenses Incurred and for the specified period of time as shown on such Schedule.

PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

SKILLED NURSING FACILITY BENEFIT

When a Covered Person is Confined in a Skilled Nursing Facility, We will pay the benefit stated below. The Confinement must be a Medicare Approved Confinement. A Covered Person must Incur expenses for the Confinement while he or she is covered by this benefit.

1st to 20th Day of Skilled Nursing Facility Confinement: For the first 20 Days of Medicare Approved Confinement during a Medicare Part A Benefit Period, Medicare Part A pays all Skilled Nursing Facility Expenses.

We pay nothing from the 1st to 20th Day of Confinement.

21st to 100th Day of Skilled Nursing Facility Confinement: From the 21st to 100th Day of Medicare Approved Confinement during a Medicare Part A Benefit Period, Medicare pays all Skilled Nursing Facility Expenses except a daily Coinsurance Charge equal to 12 1/2% of the Medicare Part A Deductible.

If a Covered Person's Schedule of Benefits and Amounts indicates coverage for this portion of the Benefit, We will pay a benefit equal to the percentage of the Medicare Part A Coinsurance Charges that the Covered Person Incurs from the 21st to 100th Day of Confinement as shown in such Schedule.

EXTENDED SKILLED NURSING FACILITY BENEFIT

101st to 365th Day of Skilled Nursing Facility Confinement: After the 100th Day of Confinement in a Skilled Nursing Facility during a Medicare Part A Benefit Period, Medicare benefits for Skilled Nursing Facility Confinements end.

If a Covered Person's Schedule of Benefits and Amounts indicates coverage for this portion of the Benefit, We pay the lesser of:

- a) the daily amount stated in the Schedule; or
 - b) the room and board expense Incurred shown in such Schedule;
- from the 101st to the 365th Day of Confinement.

Medicare Approved Confinement: Medicare only approves Skilled Nursing Facility Confinement that provides skilled, medically necessary care:

- a) at a level meeting Medicare standards; and
- b) commencing within 30 days of discharge from a Hospital Confinement of at least 3 consecutive days; and
- c) is recommended by the Covered Person's Physician.

Our benefit under this plan is limited to those Days of Confinement that Medicare approves, or would have approved had Medicare benefits for the Confinement not been exhausted.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

OUTPATIENT MEDICAL EXPENSE BENEFIT

Medicare Part B Deductible Portion: If a benefit is indicated as payable for the Medicare Part B Deductible on the Schedule of Benefits and Amount, We will pay a benefit equal to the percentage of the Medicare Part B Deductible shown in the Schedule of Benefits and Amounts.

The portion of an expense that is more than Medicare considers reasonable:

- a) is not a Medicare Part B Eligible Expense;
- b) is not covered by Medicare; and
- c) is not covered under this benefit.

The Expenses must be Incurred by a Covered Person while covered by the benefit.

Medical Care Coinsurance Portion: During a Calendar Year, after the Medicare Part B Deductible is met, Medicare pays 80% of Medicare Part B Eligible Expenses. The Covered Person pays the remaining 20% of the Medicare Eligible Expenses. If a Covered Person's Schedule of Benefits and Amounts indicates coverage for that portion of the Benefit, We will pay a benefit equal to the percentage shown in the Schedule of Benefits and Amounts for the coinsurance amount of Medicare Part B Eligible Expenses.

The balance of the Eligible Expenses after We and Medicare pay are payable by the Covered Person. These are referred to as out-of-pocket expenses. When a Covered Person's out-of-pocket expenses equal the amount shown in the Schedule of Benefits and Amounts, We will pay the 100% of the Medicare Part B Coinsurance amount for a Covered Person he or she must then satisfy the corridor deductible. This amount is shown in the Schedule of Benefits and Amounts and is payable by the Covered Person directly. When the corridor deductible is satisfied, We will then pay 100% of the Medicare Part B Coinsurance amount for a Covered Person.

The portion of an expense that is more than Medicare considers reasonable:

- a) is not a Medicare Part B Eligible Expense;
- b) is not covered by Medicare; and
- c) is not covered under this benefit.

The Expenses must be Incurred by a Covered Person while covered by the benefit.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

OUTPATIENT MEDICAL CARE EXCESS CHARGES BENEFIT

If a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit, We will pay a percentage of the difference between:

- a) the actual Medicare Part B charge as billed; and
- b) the Medicare approved Part B charge;

after the Medicare Part B Deductible is met each Calendar Year. However, Our payment will not exceed any charge limit action established by Medicare or state law. The expenses must be Incurred by a Covered Person while covered under this benefit.

However, We will not pay this benefit if:

- a) the provider of the Medical Care accepts Medicare assignment; or
- b) the service or supply is not covered by Medicare Part B.

The Out-of-Pocket Expense Amount is:

- a) stated in the Schedule of Benefits and Amounts; and
- b) applies to each Covered Person each Calendar Year.

Only Out-of-Pocket Expenses can be used to meet the Out-of-Pocket Expense Amount.

Out-of-Pocket Expenses means:

- a) the portion of an expense, covered under Medicare Part B, which is more than Medicare considers reasonable, up to the Usual and Customary Charge; plus
- b) expenses used to meet the Medicare Part B Deductible to the extent the Medicare Part B Deductible is not covered

under the Policy.

Out-of-Pocket Expenses do not include expenses that are excluded or limited under the Policy.

Expenses Incurred During Last 3 Months of a Calendar Year: If:

- a) a Covered Person Incurs Out-of-Pocket Expenses during the last 3 months of a Calendar Year; and
- b) those expenses are applied to his or her Out-of-Pocket Expense Amount during the Calendar Year;

then, a Covered Person's Out-of-Pocket Expense Amount for the next Calendar Year will be reduced by the amount of those expenses.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

FOREIGN MEDICAL TREATMENT BENEFIT

Benefits provided only if shown as covered on the Schedule of Benefits and Amounts.

Foreign Medical Treatment Benefit: We will pay the reasonable expense Incurred by a Covered Person for Foreign Medical Treatment provided he or she receives the first Foreign Medical Treatment:

- a) while covered by this benefit; and
- b) within the first 180 days of travel Outside of the United States during a Calendar Year.

This benefit will be limited to treatment received during a Foreign Medical Treatment Benefit Period. The Foreign Medical Treatment Benefit Period:

- a) begins on the date of the first Foreign Medical Treatment; and
- b) ends 90 consecutive days later.

This benefit will not cover any part of a Confinement that extends beyond that 90 day benefit period or any service or supply received after that 90-day benefit period.

This benefit will not cover Foreign Medical Treatment if a Covered Person:

- a) leaves the United States primarily to seek Foreign Medical Treatment for a Sickness or Injury;
- b) has no legal obligation to pay for the treatment; or
- c) receives the treatment during a Calendar Year in which he or she travels or resides Outside of the United States for more than 180 consecutive days.

In addition, this benefit will not cover Foreign Medical Treatment if Medicare approves the treatment (in which event, the regular benefits of the **City of Bridgeport** Insurance Plan Benefits apply).

However, if:

- a) a Covered Person must remain Outside of the United States more than 180 days because of an Injury or Sickness that prevents return to the United States; and
- b) he or she has established a Foreign Medical Treatment Benefit Period for that Sickness or Injury within the first 180 days of travel, as stated above;

then, We will continue this benefit for that Sickness or Injury until the end of the Foreign Medical Treatment Benefit Period.

Foreign Medical Treatment means any medically necessary Confinement, service or supply received Outside of the United States provided the same medical treatment, if received in the United States:

- a) would be considered reimbursable treatment under Medicare Part A and Part B;
- b) would be considered in general use and of demonstrated value in the diagnosis and treatment of Sickness or Injury by United States Physicians; and
- c) would not be considered in a research or experimental stage by United States Physicians.

Outside of the United States means outside the territorial limits of:

- a) the 50 United States and the District of Columbia; and
- b) Puerto Rico, the Virgin Islands, Guam and America Samoa.

When this benefit is payable, no other benefits of the Policy will be provided for any expense that is covered under this Foreign Medical Treatment Benefit.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

FOREIGN TRAVEL EMERGENCY MEDICAL TREATMENT BENEFIT

Foreign Travel Emergency Medical Treatment Benefit: We will pay the percentage of the expenses Incurred by a Covered Person for Foreign Travel Emergency Medical Treatment if:

- a) the Covered Person has satisfied the Calendar Year Deductible; and
- b) the first expense was Incurred within the first 60 days of travel Outside of the United States.

Payment under the benefit will be limited to the Lifetime Maximum Benefit Amount.

The Percentage Payable, Deductible Amount and Lifetime Maximum Benefit Amounts are shown in the Schedule of Benefits and Amounts if a Covered Person's Schedule of Benefits and Amounts indicates coverages for this Benefit.

This benefit will not cover Foreign Travel Emergency Medical Treatment if a Covered Person:

- a) leaves the United States primarily to seek Foreign Travel Emergency Medical Treatment for a Sickness or Injury;
- b) has no legal obligation to pay for the treatment; or
- c) receives the treatment during a Calendar Year in which he or she travels or resides Outside of the United States for 6 consecutive months or longer.

In addition, this benefit will not cover Foreign Travel Emergency Medical Treatment if Medicare approves the treatment (in which event, the other benefits of the Plan apply.)

When this benefit is payable, no other benefits of the Policy will be provided for any expense that is covered under this Foreign Travel Emergency Medical Treatment Benefit.

Foreign Travel Emergency Medical Treatment means any medically necessary Confinement, service, or supply needed immediately due to Injury or Sickness of sudden and unexpected onset while the Covered Person is Outside of the United States provided the same medical treatment, if received in the United States:

- a) would be considered reimbursable treatment under Medicare;
- b) would be considered in general use and of demonstrated value in the diagnosis and treatment of Sickness or Injury by United States Physicians; and
- c) would not be considered in a research or experimental stage by United States Physicians.

Outside of the United States means outside the territorial limits of:

- a) the 50 United States and the District of Columbia; and
- b) Puerto Rico, the Virgin Islands, Guam and American Samoa.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

PRIVATE DUTY NURSING BENEFIT

DURING HOSPITAL CONFINEMENT

If a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit, We will pay the Private Duty Nursing Maximum Benefit for each 8 hour shift. In no event will We pay more than the actual amount charged for such Private Duty Nursing shift nor will We pay more than the maximum number of shifts per Calendar Year.

The private duty nursing service must be provided to a Covered Person while he or she is:

- a) covered under this benefit; and
- b) Confined in a Hospital.

The private duty nursing services must be charged directly to a Covered Person by the Nurse and not charged by the Hospital.

Nurse means:

- a) a Registered Graduate Nurse (R.N. or A.P.R.N); or
- b) a Licensed Practical Nurse (L.P.N.);

who is not related to a person by blood or marriage or a domestic partner of a Covered Person.

We will not pay for more than 3 shifts of private duty nursing services per day. A shift consists of at least 3 consecutive hours of nursing care. Shifts of more than 3 hours but less than 8 hours will be paid on a pro-rata basis.

The Maximum Benefit Amount and the Maximum Number of Shifts are stated in the Schedule, if a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

AT HOME RECOVERY BENEFIT

If a Covered Person's Physician certifies that the Covered Person requires the services of a Care Provider for Home recovery from a Sickness, Injury or surgery for which a Home Care Plan of Treatment was approved by Medicare, and if a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit, then We will pay the lesser of:

- a) the expense Incurred; or
- b) the At-Home Recovery Maximum Amount per visit;

for short term At-Home Recovery Visits, up to the Maximum Benefit Amount per Calendar Year.

The At-Home Recovery Visits must be:

- a) provided to a person while he or she is covered under this benefit;
- b) primarily to provide services which assist in Activities of Daily Living;
- c) provided on a visiting basis in the Covered Person's Home; and
- d) provided while the Covered Person is receiving Medicare-approved home health care services or within 8 weeks after the service date of the last Medicare home health care visit.

The Covered Person's attending Physician must certify that the specific type and frequency of At-Home Recovery services are necessary because of a condition for which a home health care plan of treatment was approved by Medicare.

This benefit will not pay for:

- a) At-Home Recovery Visits paid for by Medicare or other government programs;
- b) At-Home Recovery Visits provided by family members, unpaid volunteers or providers who are not Care Providers, as defined;
- c) more than the number of Medicare approved home health care visits under a Medicare approved home care plan of

treatment; or

- d) more than 7 visits in any one week.

The Maximum Amount per visit, the Maximum visits per week and the Maximum Benefit Amount are shown in the Schedule of Benefits and Amounts if the Covered Person is covered for this Benefit.

Activities of Daily Living means those daily activities necessary for a person to perform in order to function independently, including, but not limited to, bathing, dressing, personal hygiene, transferring, eating, ambulating, assistance with drugs that are normally self-administered and changing bandages or other dressings.

At-Home Recovery Visit means the period of a visit required to provide at-home recovery care, without limit on the duration of the visit, except each consecutive 4 hours in a 24 hour period of services provided by a Care Provider is considered one visit.

Care Provider means a duly qualified or licensed home health aide or homemaker, personal care aide or nurse provided through a licensed home health care agency or referred by a licensed referral agency or licensed nurses registry.

Home means a place used by the Covered Person as a place of residence. It may be the Covered Person's own dwelling, an apartment, a relative's home, a home for the aged or some other type of institution, provided that such a place would qualify as a residence for Home Health Care services covered by Medicare. A Hospital or Skilled Nursing Facility is not considered the Covered Person's home.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

PREVENTIVE MEDICAL CARE BENEFIT

If a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit, We will pay the actual charges up to the Medicare approved amount for expenses Incurred by the Covered Person for:

- a) an annual clinical preventive medical history and physical examination (which may include Preventive Screening Tests or Services) and patient education to address preventive health measures; and
- b) Preventive Screening Tests and Preventive Services, as defined; and
- c) influenza vaccine administered at any appropriate time during the year; and
- d) Tetanus and Diphtheria booster every 10 years; and
- e) any other tests or preventive measures determined to be appropriate by the attending Physician.

The expenses must be Incurred by a Covered Person while covered by this benefit.

Our payment will be limited to the Maximum Benefit Amount per Calendar Year shown in the Schedule of Benefits and Amounts, if a Covered Person's Schedule of Benefits and Amounts indicates coverage for this Benefit.

Preventive Screening Tests and Preventive Services means one or more of the following, the frequency of which is considered medically appropriate:

- a) dipstick urinalysis for hematuria, bacteriuria and proteinuria;
- b) pure tone (air only) hearing screening tests, administered or ordered by a Physician;
- c) serum cholesterol screening (every 5 years);
- d) thyroid function test; and
- e) diabetes screening.

Subject to all other conditions and limitations of the policy, the following Preventive Screening Tests are covered regardless of whether the Covered Person is covered for other Preventive Medical Care benefits as shown in the Schedule of Benefits and Amounts.

Cancer Screening Benefit

If any of the following tests is not covered by Medicare, We will pay the Usual and Customary charges Incurred by the Covered Person for:

- a) one mammography screening each Calendar Year ordered by a Physician;
- b) one cervical cancer screening each Calendar Year or more frequently if certified by a Physician that such cervical cancer screening is medically necessary; and
- c) one prostate screening each Calendar Year for the early detection of prostate cancer for men over 50 years of age. The screening may be performed by any qualified medical professional, including a urologist, internist, general practitioner, doctor of osteopathy, nurse practitioner or physician assistant. The screening must include at least the following tests: a prostate-specific antigen (PSA) blood test and/or a digital rectal examination.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

HOSPICE CARE BENEFIT

Under Medicare, a terminally ill person may elect to receive Hospice Care benefits instead of most regular Medicare Part A and Part B benefits. Then, Medicare pays all approved Hospice Care charges except coinsurance charges for Inpatient respite care, drugs and biologicals.

When a Covered Person elects to receive Hospice Care, We will pay the Medicare Coinsurance Charges that he or she Incurs.

The Hospice Care must:

- a) be approved by Medicare; and
- b) be received while covered by this benefit.

When this benefit is payable, no other benefits of the Policy will be provided for any expense that is otherwise covered under this Hospice Care benefit.

ADDITIONAL PLAN BENEFITS (Continued)

THE SCHEDULE OF BENEFITS AND AMOUNTS WILL INDICATE THE BENEFITS APPLICABLE TO EACH COVERED PERSON WHILE COVERED UNDER THE POLICY.

BLOOD DEDUCTIBLE BENEFIT

Medicare does not cover the first 3 pints of blood received under Medicare Part A or Medicare Part B each Calendar Year.

We pay the expenses a Covered Person Incurs for these first 3 pints of blood, or equivalent quantities of packed red blood cells, as defined under federal regulations:

- a) under Medicare Part A, except to the extent benefits for the Part B Blood Deductible have been paid; or
- b) under Medicare Part B, except to the extent benefits for the Part A Blood Deductible have been paid.

The expenses must be Incurred while a Covered Person is covered by this benefit.

ELIGIBILITY FOR PAYMENT OF BENEFITS

We will pay the benefit of the Policy only when the following requirements are met:

- a) the expense Incurred is a Medicare Eligible Expense, as defined;
- b) if the Covered Person is Confined in a Hospital, the Confinement is a Medicare approved Confinement;
- c) We have verified that the Covered Person's coverage is in force on the date the expense is Incurred;
- d) the Covered Person has satisfied any deductible that applies; and
- e) the Covered Person has not exhausted the Calendar Year or Lifetime Maximum Benefits.

The Schedule of Benefits and Amounts shows the applicable deductibles and Maximum Benefit Amounts.

EXTENSION OF BENEFITS

If a Covered Person is Totally Disabled on the date his or her coverage terminates, We will extend the Policy Benefit Period for expenses Incurred as the result of that disability, subject to all Policy benefit provisions, exclusions, and limitations.

For Medicare Part A Eligible Expenses: A Policy Benefit Period for Medicare Part A Eligible Expenses which is established prior to termination extends until the first to occur of:

- a) the date the Covered Person has not been Confined in a Hospital or Skilled Nursing Facility for a period of 60 consecutive days; or
- b) the 365th day after termination.

If a Covered Person's coverage terminates while he or she is receiving approved Hospice Care, the Hospice Care benefits of the Policy will continue until the end of the Hospice Care benefit period, as defined by Medicare.

For Medicare Part B Eligible Expenses: The Policy Benefit Period for Medicare Part B Eligible Expenses extends until the end of the Calendar Year quarter following termination as shown below:

Termination Month	Extension Date
January, February, March	June 30 of same year
April, May, June	September 30 of same year
July, August, September	December 31 of same year
October, November, December	March 31 of next year.

GENERAL LIMITATIONS

Limitation: If a Covered Person has not enrolled in both Medicare Part A and Part B, We will pay the benefits under the Policy as if he or she had enrolled in both parts of Medicare.

PRE-EXISTING CONDITION LIMITATION

Pre-existing Condition means any Injury or Sickness for which a Covered Person received medical advice or treatment within the 6 month period immediately before:

- a) his or her effective date of coverage; or
- b) the effective date of an increase in coverage;

whichever is applicable.

Conditions Prior to Effective Date: During the first 6 months from a Covered Person's effective date of insurance, expenses Incurred for Pre-existing Conditions are not covered.

Change from a Related Policy: If a Covered Person's coverage has converted without interruption:

- a) from the Related Policy;
- b) to this Policy;

We will credit toward satisfaction of the above Pre-existing Condition Limitation the period that he or she was continuously covered by the Related Policy immediately before the conversion. Any expenses Incurred which are payable under an Extension of Benefits provision of the Related Policy will not be payable under this Policy.

Replacement Coverage: If the Covered Person:

- a) has purchased coverage under this Policy in order to replace coverage under a prior Retiree group health policy; and
- b) he or she provides proof of coverage under such prior policy;

We will credit toward satisfaction of this Policy's Pre-existing Condition Limitation the period that he or she was continuously covered by the prior policy immediately before his or her effective date under this Policy.

This Pre-existing Conditions Limitation will not apply to any increase in coverage due to changes in Medicare benefits.

**GENERAL EXCLUSIONS
APPLICABLE TO ALL PLANS**

The Policy does not cover:

- a) any expense that is:
 - 1. not a Medicare Eligible Expense; or
 - 2. beyond the limits imposed by Medicare for such expense; or
 - 3. excluded by name or specific description by Medicare;
except as specifically provided under the Policy;
- b) any portion of a covered expense to the extent paid by Medicare;
- c) any benefits payable under one benefit of the Policy to the extent payable under another benefit of the Policy; and
- d) covered expenses Incurred after coverage terminates except as stated in the Extension of Benefits provision.

CLAIM PROVISIONS

Notice of Claim: The Covered Person must give Us, or Our representative, written notice of a claim within 20 days after a covered loss begins. If Covered Person cannot give notice within that time, it must be given to Us as soon as reasonably possible. Such notice must include the Covered Person's name, Covered Person's address, Covered Person's ID number and the Policy number.

Claim Forms: Our representative or We will send forms to the Covered Person to provide proof of loss within 15 days after We receive a notice of claim. If We do not send the forms within 15 days, the Covered Person may submit any other written proof that fully describes the nature and extent of a Covered Person's claim.

Sending Proof of Loss: Written proof of loss must be sent to Us within 90 days after:

- a) the end of each month of Our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If proof is not given by the time it is due, it will not affect the claim if:

- a) it was not possible to give proof within the required time; and
- b) proof is given as soon as possible; but
- c) not later than 1 year after it is due, unless the Covered Person is not legally competent.

Claim Payment: When we determine that the Covered Person is eligible to receive benefits, We will pay all benefits due:

- a) on a monthly basis, after We receive the proof of loss, while the loss and Our liability continue; or
- b) immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claim: We will pay any benefits due and not assigned, to the Covered Person, if living. Otherwise, We will pay any benefits due for a loss that occurred prior to the Covered Person's death to his or her estate.

If a benefit due is payable to a minor, it will be paid to his or her guardian. If a benefit due is payable to:

- a) the Dependent's estate;
- b) a minor; or
- c) a person not competent to give valid release for payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to the Covered Person by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Covered Person provides Us with a Written Release to do so, We may, at Our option, pay benefits directly to the institution or person rendering:

- a) Hospital services; or
- b) nursing, medical, or surgical services;

unless the Covered Person or the person to whom the benefit is payable requests otherwise in writing no later than the time the proof of loss is filed with Us.

Written Release means any written direction from the Covered Person to pay benefits to the institution or person rendering the service. We will not require that the services be rendered by a particular institution or person.

CLAIM PROVISIONS (Continued)

Assignment: The Covered Person may assign the benefits of this Policy to the institution, or person rendering service as allowed in the Payment of Claims provision. The Covered Person may not assign the Policy in any other way or to any other person.

Legal Actions: Legal action cannot be taken against Us:

- a) sooner than 60 days after the date proof of loss is given; or
- b) 3 years after the date written proof of loss is required to be given according to the terms of the Policy.

Changes to Medicare: Benefits are adjusted annually or upon the effective date established by Medicare to reflect changes in the federal government's Medicare program. These changes may cause increases or decreases in benefit amounts payable under the Policy.

Insurance Fraud: Insurance Fraud occurs when a Covered Person and/or Covered Person's Employer provides Us with false, incomplete or misleading information with the intent to injure, defraud, or deceive Us. It is a crime if the Covered Person and/or Covered Person's Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter, and prosecute those who commit Insurance Fraud. We will pursue all available remedies if the Covered Person and/or Covered Person's Employer perpetrate Insurance Fraud.

City of Bridgeport & Bridgeport Board of Education
Group Retiree Health
Effective Date: January 1, 2014

THE
HARTFORD



The following shall serve to clarify the administrative and/or contract provisions that have been discussed during the implementation process.

- **Eligibility:** The Hartford agrees to amend the contract eligibility to include all retirees eligible for Medicare, regardless of age. This includes Medicare eligible pre-65 disables.
- **Policy Premiums:** The Hartford agrees not to increase the policy premiums prior to January 1, 2016 based on the claims experience of the policy or based on the experience of all groups on which we write retiree medical coverage. This serves to clarify the "Change of Policy Premiums" section of the contract.
- **Premium Payment:** The Hartford recognizes that The City of Bridgeport may need to pay their July, August and September premium in one lump sum in September. As such the policy will be updated to reflect a 90 Grace Period.
- **Policy Cancellation:** The Hartford agrees not to invoke the Policy Cancellation provision outlined in the contract prior to the January 1, 2016 renewal date.

- **Renewal Date:**

Page 1.2—Under Policy Renewal Date, we cannot have the language that says "and each January 1st thereafter unless mutually agreed upon between the Policyholder and Us."

We do not issue a new contract after each renewal so the language allows for a renewal rider to be issued. However, The City of Bridgeport and The Hartford have to mutually agree to renew. If The City of Bridgeport does not want to renew the contract, then the contract ends.

- **Pre Existing Conditions:**

"Replacement Coverage: If the Covered Person:

a) has purchased coverage under this Policy in order to replace coverage under a prior Retiree group health policy; and

b) he or she provides proof of coverage under such prior policy;

We will credit toward satisfaction of this Policy's Pre existing Condition Limitation the period that he or she was continuously covered by the prior policy immediately before his or her effective date under this Policy.

However, if benefits under this Policy are greater than those provided by the prior policy, the 6 month Pre existing Condition Limitation of this Policy will apply only to the increased benefits."

Because our plans are retiree only they are not subject to all of the Health Care reform rules including the Pre-Existing Conditions limitation. Since these plans are replacing their current coverage, the Pre-Ex is credited and does not apply. The only portion that would be an issue is the underlined line above as it applies to increasing benefits and therefore we have removed this from the contracts.

***67-13 Consent Calendar**

Collective Bargaining Agreement with Fire Fighters,
Local 834 for the period of July 1, 2014 thru June 30,
2018.

**Report
of
Committee
on
Contracts**

Submitted: April 21, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

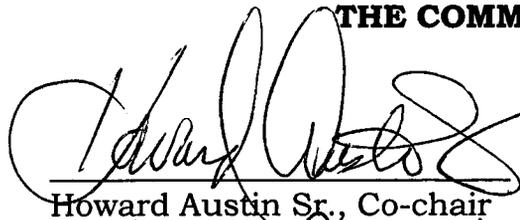
To the City Council of the City of Bridgeport.

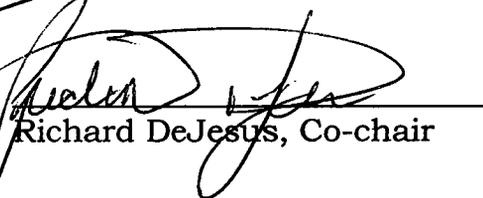
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

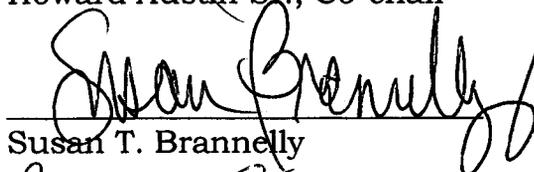
***67-13 Consent Calendar**

RESOLVED, That the attached Collective Bargaining Agreement with Fire Fighters Local 834, for the period of July 1, 2014 thru June 30, 2018, be and it hereby is, in all respects, approved, ratified and confirmed.

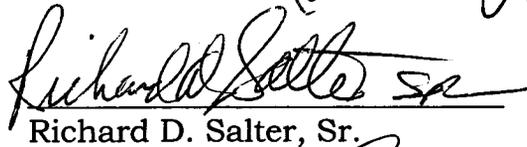
RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

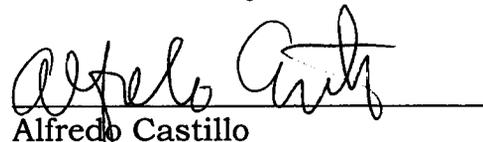

Howard Austin Sr., Co-chair

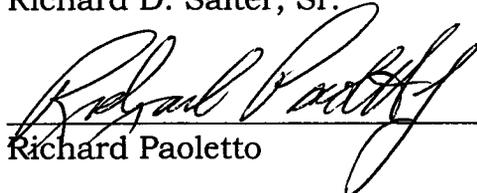

Richard DeJesus, Co-chair

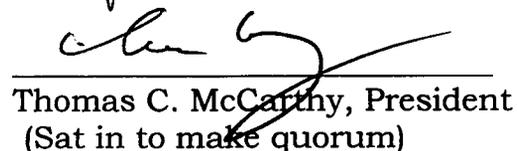

Susan T. Brannelly

James Holloway


Richard D. Salter, Sr.


Alfredo Castillo


Richard Paoletto


Thomas C. McCarthy, President
(Sat in to make quorum)

**CITY OF BRIDGEPORT
AND
IAFF, LOCAL 834**

TENTATIVE AGREEMENT

March __, 2014

The City of Bridgeport and IAFF, Local 834 hereby agree to the following terms in settlement of their Successor Collective Bargaining Agreement for the period July 1, 2014 through June 30, 2018. This Tentative Agreement is subject to, and contingent upon, the final contract language to the extent not specifically set forth and the approval of the Tentative Agreement by the City Council and the union membership. This Tentative Agreement is off-the-record and not part of bargaining history unless, and until, it is ratified by both the union membership and the City Council. Notwithstanding the ground rules previously agreed to, the parties may not recommend disapproval of this TA to their members.

1. Article 1 – Recognition: Deputy Chief position removed from the Union upon ratification by the parties. City agrees that the Operations Deputy will be hired from within the union.

2. Article 25 – Wages:

- Year 1 – A 3% Wage increase effective 1/1/15
- Year 2 – A 2% Wage increase effective 1/1/16
- Year 3 – A 2.5% Wage increase effective 1/1/17
- Year 4 – A 2.5% Wage increase effective 1/1/18

Insert new Section 25.13 providing that mandatory Direct Deposit will be effective sixty (60) days from the ratification date. Employees will receive their paystubs through email.

3. Article 16 – Uniform Allowance: Uniform allowance will not be given to members for 2013-2014. This is a onetime only concession.

Article 17 – Health Benefits: Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the benefit for which it is seeking to reopen the agreement and the date on which the City learned of the issue.

Article 17 – Health Benefits: Under Section 17.9, any employee hired after January 1, 2014 will not be eligible to receive post-employment medical benefits unless the employee has been approved by CMERS for service connected disability retirement. An employee hired after January 1, 2014 who is approved by CMERS for a service connected disability retirement will be eligible to receive post-employment medical benefits in accordance with the terms of Section 17.9 of the CBA. In the event of line of duty death, the employee's surviving spouse for life and

eligible dependents until age 26 shall be entitled to receive post-employment medical benefits in accordance with what active employees receive and that may, from time to time, be changed in accordance with the active collective bargaining agreement.

Article 17- Health Benefits: Under Section 17.9 all employees hired on or before January 1, 2014 shall be entitled to post-employment medical benefits in accordance with the current contract regardless of the date on which they retire. Except as otherwise provided, for all current employees, their surviving spouses and any eligible dependents, if any, the City shall provide and pay for the same medical care benefits as provided for active employees as the same may, from time to time, be modified under future collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees, their surviving spouses and eligible dependents shall also receive the same prescription drug coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share of the new coverage level at the time of retirement. Nothing herein is intended to change or modify in any way the post-employment benefits of any employee who retired prior to January 1, 2014.

5. Article 33 – Duration: The duration of this contract shall be from July 1, 2014 through June 30, 2018.

6. Article 10 – Work Week: 24 Hour Tour Schedule Pilot Program – The terms of a 24 Hour Tour Schedule Pilot Program outlined in this Tentative Agreement shall control over any inconsistent language in the Collective Bargaining Agreement, including but not limited to the shift schedule provided in Article 10 and any other Articles which are inconsistent with the terms of the 24 Hour Tour Schedule Pilot Program.

The Parties agree to the following:

- A) One personal, sick, holiday or vacation day will equal one hour shift. Ex: In order to take off an entire 24 hour tour, the employee must use two days (to cover the two shifts).
- B) If scheduled to work a holiday shift, the employee will earn one shift credit to their holiday bank
- C) The Union will be granted two (2) extra personal days (shifts) no payout [with the maximum annual payout for unused time will remain at fourteen (14) days (shifts)].

ARTICLE 10

Section 1: The work week of all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a fiscal year, based on the schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of night of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of day and so on.

Effective as soon as practicable upon ratification by the membership and City Council, the regular work week for all employees who perform fire fighting duties will be changed from the current work schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of night of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of day and so on.

The regular work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) year, based upon the schedule of one (1) ten (10) hour day shift immediately followed by one (1) fourteen (14) hour night shift followed by seventy-two (72) hours off.

For the purpose of accruing and using paid time off, a "shift" shall be considered either a ten (10) or fourteen (14) hour shift.

For the purpose of determining eligibility for overtime, "tour" shall be considered a ten (10) hour shift immediately followed by a fourteen (14) hour shift.

Either party may revert back to the Work Schedule in effect on January 1, 2014 provided;

1. The 24 hour work schedule has been in effect for a two (2) year period;
2. The party wishing to revert back has notified the other party no later than the last day of the third month following the end of the 2 year implementation date that the party is considering exercising its option to revert back to the former work schedule. If either party gives such notification, the parties shall promptly meet and attempt to resolve any issues related to the 24 hours schedule;
3. The party wishing to revert back to the former schedule has notified the other party no later than the last day of the sixth month following the two year implementation date that it is definitely exercising its option to revert to the former work schedule; and
4. The reason(s) for reverting back to the former schedule cannot be arbitrary or capricious.

The parties agree to submit the issue of whether the reason(s) for the party exercising its right to revert is arbitrary or capricious to expedited arbitration for resolution. The 24 hour work schedule shall remain in effect until the arbitrator has ruled on the matter. The parties agree to a modified expedited arbitration process the terms of which will be determined through discussion of the parties.

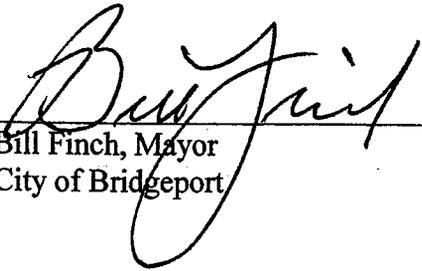
The parties further agree to meet and discuss the work schedules in non-line divisions of the bargaining unit.

The parties agree to attach as an Addendum the changes to the collective bargaining agreement as a result of a change in the work schedule to a 24 hour on/72 hour off.

The parties agree that the changes in the work schedule are not intended to increase or decrease the level of benefits for vacation, holiday, sick, comp days, jury duty, or Union business leave. It is further understood by both parties that the present contract will be amended and that all wording changes will be reviewed and changed to reflect the changes needed to transition to the 24 hour schedule.

7. Article 6 – Adjustment of Grievance Procedure: Section 1(c) Appeals to the Civil Service Commission shall be limited to grievances concerning issues relating to job classifications and promotions.
8. Article 1 – Recognition: Add Safety Officer position.
9. Article 32A (new) – Joint Committee: The parties agree to create a Joint Committee composed of four Fire Department representatives, including a representative from the Office of Labor Relations, and four representatives from the Union, to review and report on the following issues:
 - a. Uniforms – The committee shall determine the style/type of shorts and caps.
 - b. Manning clause, which will be an issue in the next contract negotiations.
 - c. Sick and Injury language, which will be an issue in the next contract negotiations.
10. Continue current language on OT for ancillary.
11. Union HQ shall move to a larger space effective upon the date of ratification. The three principal union officers shall be granted full access to the second floor where the new union office will be located.
12. Two comp days shall be held in abeyance and paid out at current rate on the last day of this contract or date of retirement, whichever comes first.
13. Uniforms – the parties agree to permit the wearing of shorts and caps year round as part of the regular uniform. The parties further agree that the Chief retains the right to determine when dress uniforms are required.
14. The Manpower “Max” Agreement supplement to Article 8 currently contained in a memorandum of understanding shall remain in effective until June 30, 2018.

FOR THE CITY



Bill Finch, Mayor
City of Bridgeport

FOR THE UNION

4-1-14



Robert Whitbread, President
IAFF Local 834

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***53-13 Consent Calendar**

Grant Submission: re State Department of Social Services for Social Services Block Grant (SSBG).

**Report
of
Committee
on
CEA & Environment**

Submitted: April 21, 2014

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***53-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Social Services Social Services Block Grant

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

WHEREAS, this funding has been made possible through the Social Services Block Grant; and

WHEREAS, funds under this grant will be used to provide case management, counseling and protective services for Bridgeport residents; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Social Services in the amount of \$137,754 for the purposes of providing case management, counseling and protective services for Bridgeport residents; and

RESOLVED BY THE CITY COUNCIL:

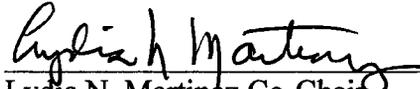
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Social Services to provide case management, counseling and protective services for Bridgeport residents.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Department of Social Services for the Social Services Block Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



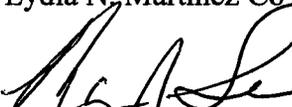
Report of Committee on ECD and Environment
*53-13 Consent Calendar

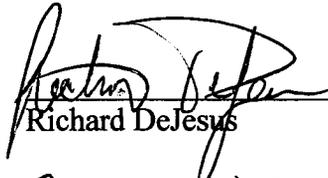
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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

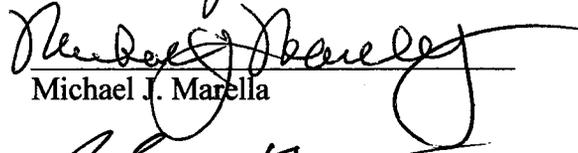

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair

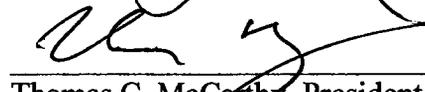

Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker


Thomas C. McCarthy, President
(Sat in to make Quorum)

***54-13 Consent Calendar**

Grant Submission: re State Department of Economic & Community Development for a Municipal Brownfield Assessment and Inventory Grant Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: April 21, 2014

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

***54-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Economic & Community Development Municipal Brownfield Assessment & Inventory Grant Program

WHEREAS, the State of Connecticut Department of Economic & Community Development is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Municipal Brownfield and Inventory Grant Program; and

WHEREAS, funds under this grant will be used to for environmental site assessments at 337 Knowlton Street, 60 Main Street and other potentially contaminated sites throughout Bridgeport, Connecticut; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$200,000 for the purposes of providing environmental site assessments to various properties in Bridgeport, Connecticut; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

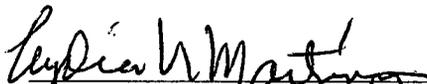
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Economic and Community Development to environmental assessments at 337 Knowlton Street, 60 Main Street and other sites in Bridgeport.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with State of Connecticut Department of Economic and Community Development for the Municipal Brownfield Assessment and Inventory 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.

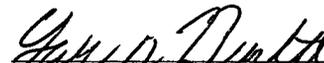


Report of Committee on ECD and Environment
*54-13 Consent Calendar

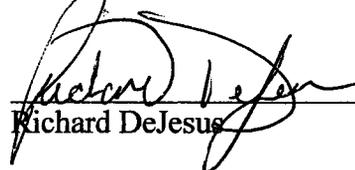
-2-

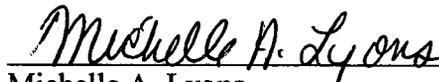
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


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


Thomas C. McCarthy, President
(Sat in to make Quorum)

***55-13 (PHO) Consent Calendar**

Public Hearing Ordered for May 5, 2014: re Disposition
and Redevelopment of City Owned Property located at
143 Fifth Street.

**Report
of
Committee
on
ECB & Environment**

Submitted: April 21, 2014

Adopted: _____

Fleeta G. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

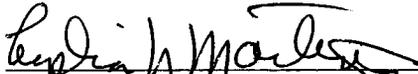
To the City Council of the City of Bridgeport:

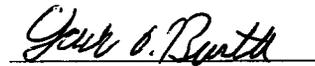
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***55-13 (PHO) Consent Calendar**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, May 5, 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 143 Fifth Street.

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

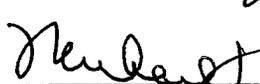

Lydia N. Martinez Co-Chair

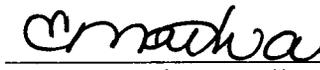

Jack O. Banta Co-Chair

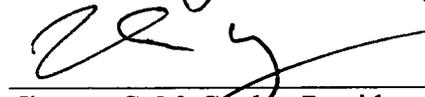

Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker


Thomas C. McCarthy, President
(Sat in to make Quorum)

***56-13 (PHO) Consent Calendar**

Public Hearing Ordered for May 5, 2014: re Disposition and Redevelopment of City Owned Properties to Habitat for Humanity.

**Report
of
Committee
on
CCD & Environment**

Submitted: April 21, 2014

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

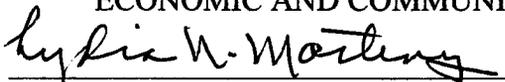
***56-13 (PHO) Consent Calendar**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, May 5, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to Disposition of the following City-Owned Properties, to Habitat for Humanity:

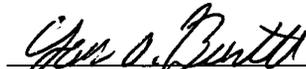
- | | | | |
|-------------------------|---------|---------|------|
| • 216 Cloverhill Avenue | Res-Lot | 2707-45 | Sell |
| • 221 Jefferson Street | Res-Lot | 613-3A | Sell |
| • 229 Jefferson Street | Res-Lot | 613-03 | Sell |
| • 243 Sixth Street | Res-Lot | 737-35Y | Sell |
| • 169 Fifth Street | Res-Lot | 738-19 | Sell |
| • 221 Beach Street | Res-Lot | 1759-10 | Sell |
| • 223 Beach Street | Res-Lot | 1759-11 | Sell |
| • 228 Davenport Street | Res-Lot | 646-01 | Sell |
| • 11 Booth Street | Res-Lot | 822-17 | Sell |

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON

ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT



Lydia N. Martinez Co-Chair



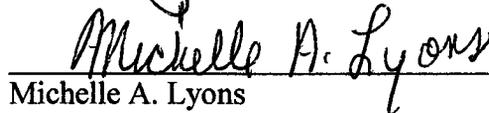
Jack O. Banta Co-Chair



Mary A. McBride-Lee



Richard DeJesus



Michelle A. Lyons



Michael J. Marella



Eneida Martinez-Walker



Thomas C. McCarthy, President
(Sat in to make Quorum)

***60-13 Consent Calendar**

Grant Submission: re National Association of County & City Health Officials (NACCHO) for the FY2013-2014 Medical Reserves Corps Capacity Building Award (CBA).

**Report
of
Committee
on
ECB & Environment**

Submitted: April 21, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***60-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the FY 2013-2014 Medical Reserve Corps Capacity Building Award

WHEREAS, the National Association of County and City Health Officials (NACCHO) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the Medical Reserve Corps Capacity Building Award; and

WHEREAS, funds under this grant will be used to for capacity building of the Medical Reserve Corps; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the National Association of County and City Health Officials in the amount of \$3,500 for the purpose of recruiting Bridgeport residents who will be able to assist in volunteering efforts; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the National Association of County and City Health Officials for the purpose of providing the Medical Reserve Corps Capacity Building Award; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Association of City and County Health Officials and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment
*60-13 Consent Calendar

-2-

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

Lydia N. Martinez

Lydia N. Martinez Co-Chair

Jack O. Banta

Jack O. Banta Co-Chair

Mary A. McBride-Lee

Mary A. McBride-Lee

Richard DeJesus

Richard DeJesus

Michelle A. Lyons

Michelle A. Lyons

Michael J. Marella

Michael J. Marella

Eneida Martinez-Walker

Eneida Martinez-Walker

Thomas C. McCarthy

Thomas C. McCarthy, President
(Sat in to make Quorum)

***48-13 Consent Calendar**

Approval of Tax General Obligation Bonds - To
Authorize Certain Capital Improvement Projects.

**Report
of
Committee
on**

Budget & Appropriations

Submitted: April 21, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***48-13 Consent Calendar**

APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Projects

WHEREAS, the City Council of the City of Bridgeport (the "City") has previously adopted various Five Year Capital Plans, including the City's Five Year Capital Plan for Fiscal Year 2015-2019 (the "2015-2019 Capital Plan"); and

WHEREAS, the Charter of the City requires that authorization to borrow against any Five Year Capital Plan be approved by the City Council; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2015-2019 Capital Plan in the amount of \$47,139,738 as more particularly listed on Exhibit A attached hereto; and now therefore, be it

RESOLVED, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to fund additional capital improvement projects contained in the 2015-2019 Capital Plan as set forth on Exhibit A attached hereto and made a part hereof (the "Projects") in an aggregate principal amount not to exceed \$47,139,738 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in an aggregate principal amount not to exceed \$47,139,738 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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



Report of Committee on Budget and Appropriations
*48-13 Consent Calendar

-2-

and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

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

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

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

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



Report of Committee on Budget and Appropriations
*48-13 Consent Calendar

-3-

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

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

RESOLVED, That the Bonds shall be signed by the Officials provided that such signatures of any two of such Officials affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, 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; and be it further

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

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

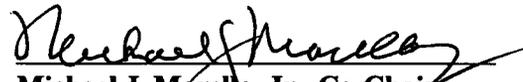


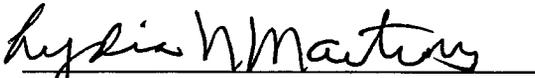
Report of Committee on Budget and Appropriations
*48-13 Consent Calendar

-4-

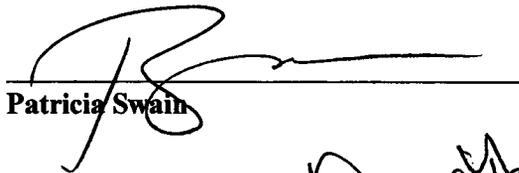
Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**

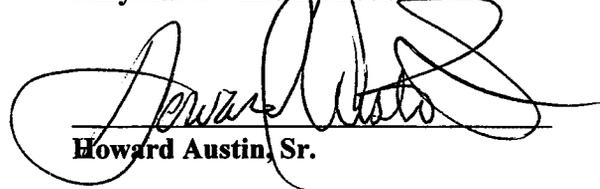

Susan T. Brannelly, Co-Chair


Michael J. Marella, Jr., Co-Chair


Lydia N. Martinez


AmyMarie Vizzo-Raniccia


Patricia Swain


Howard Austin, Sr.


Denese Taylor-Moye

City Council Date: April 21, 2014

Exhibit A

FY 2015-19 Five Year Capital Plan Bonding Authorization

<u>PROJECT DESCRIPTION</u>	<u>FY 2015 NEEDED Authorization</u>
Central High School Renovations	
Harding High School Renovations	
Black Rock School	
Roosevelt School	
Longfellow Renovation	
Cross School	400,000
Dunbar School	2,500,000
BOE Bassick High School Roof	1,500,000
Maintenance Projects / HVAC	4,250,000
Asbestos Removal	300,000
Facilities Equipment	150,000
Classroom Computers	2,300,000
Maintenance Vehicles	247,238
Energy Conservation	500,000
Paving Lots	500,000
Fire Alarms	665,000
TOTAL BOE	13,312,238
<hr/>	
West End / South End Capital Improve	
Marina Village Replacement / Demo, Site Work	2,600,000
Blight Removal/Demolition/Clean-Up	1,000,000
Downtown Capital Improvements	3,200,000
City Wide Waterfront Development	2,250,000
Traffic Improve,Lighting, Intersections	3,200,000
Harbor Yard Ballpark	200,000
Land Management -Acquisition*	5,550,000
Roadway Paving,Culverts,Intersections	7,000,000
City Wide Building/Security Improve.	
Energy Renewable Source Projects	827,500
Rehab / Equip Senior Ctrs.	
Municipal Bldg. HVAC/Electrical	
Various Park Improvements	3,500,000
Bridge - Capital Avenue Rooster River	
Bridge - Artic over Pembroke Lakes	
Kennedy Stadium	750,000
City Facilities Assessment/Planning	250,000
Sidewalk/Streetscape Replacements	3,000,000
Tech. Upgrades Sys.Enhancements	500,000
Construction Management	
CMAQ Bike Network & Share Prog.	
MBE Construction Participation	
TOTAL CITY PROJECTS	33,827,500
 GRAND TOTALS	 47,139,738

***49-13 Consent Calendar**

Five Year Capital Plan (CP) for Fiscal Years 2015-2019.

**Report
of
Committee
on**

Budget & Appropriations

Submitted: April 21, 2014

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

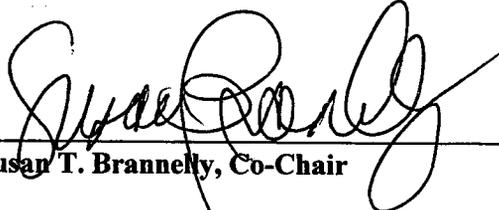
To the City Council of the City of Bridgeport:

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

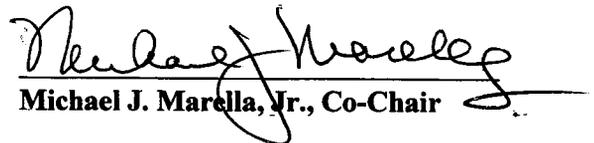
***49-13 Consent Calendar**

RESOLVED, That the City's 2015-2019 Capital Plan as amended by the Budget and Appropriations Committee on (April 12, 2014) be, and the same hereby is, adopted in accordance with **Exhibit A** attached hereto.

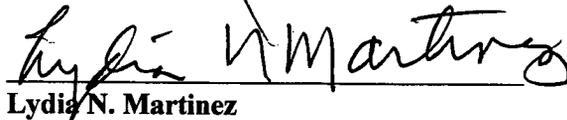
Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**



Susan T. Brannelly, Co-Chair

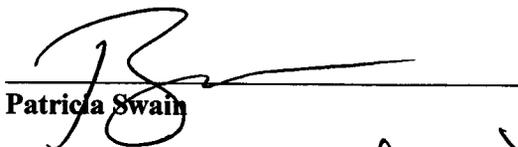


Michael J. Marella, Jr., Co-Chair



Lydia N. Martinez

AmyMarie Vizzo-Paniccia



Patricia Swain



Howard Austin, Sr.



Denese Taylor-Moye

City Council Date: April 21, 2014

Exhibit A

2015-2019 Capital Plan

<u>PROJECT DESCRIPTION</u>	FY 2015 Capital Plan <u>PROPOSED</u>	FY 2016 Capital Plan <u>PROPOSED</u>	FY 2017 Capital Plan <u>PROPOSED</u>	FY 2018 Capital Plan <u>PROPOSED</u>	FY 2019 Capital Plan <u>PROPOSED</u>	TOTAL Capital Plan <u>2015-2019</u>
<u>Board of Education</u>						
BOE maintenance Projects/HVAC	4,250,000					4,250,000
BOE Asbestos Removal	300,000					300,000
Dunbar School	2,500,000					2,500,000
Cross School	400,000					400,000
BOE Bassick High School Roof	1,500,000					1,500,000
BOE Bassick High School Heating System		6,000,000				6,000,000
Facilities Equipment	150,000					150,000
BOE Classroom Computers	1,500,000	800,000				2,300,000
Maintenance Vehicles	247,238					247,238
District Wide Energy Conservation	500,000					500,000
Paving Lots	500,000					500,000
BOE Fire Alarms Phase II	665,000					665,000
TOTAL BOE	12,512,238	6,800,000				19,312,238
<u>Economic Development</u>						
Downtown Capital Improvements	2,000,000					2,000,000
Traffic Improvements, Lighting, Intersections	2,000,000					2,000,000
City Wide Waterfront Development	1,500,000					1,500,000
Land management / Acquisition	1,500,000					1,500,000
Marina Village Replacement / Demo, Site Work	2,600,000					2,600,000
Blight Removal / Demolition Clean Up	1,000,000	1,000,000	1,000,000			3,000,000
TOTAL OPED	10,600,000	1,000,000	1,000,000			12,600,000
<u>Public Facilities</u>						
Roadway Paving, Culverts, Intersections	2,000,000	2,500,000	2,500,000	2,500,000	2,500,000	12,000,000
Knowlton/Barnum Waterfront Development	2,519,000					2,519,000
City / Neighborhood Beautification	500,000	500,000	500,000	500,000		2,000,000
Public Facilities Equipment	250,000	350,000	350,000	250,000		1,200,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000	500,000	500,000		2,000,000
City Wide Building & Security Improvements	250,000	250,000	250,000	250,000		1,000,000
Facilities Assessments / Planning Studies	250,000	250,000				500,000
Energy Renewable Source Projects	250,000					250,000
Energy Conservation / Conversion Program ¹	250,000	200,000	200,000	200,000	200,000	1,050,000
HarborYard Ballpark Upgrades	250,000					250,000
Runway Sweeper and Vacuum Truck	210,000					210,000
FAA AARF index rapid response fire truck		400,000				400,000
Maintenance Garage Apron Paving			100,000	100,000		200,000
Parks Maintenance Equipment	100,000	50,000	50,000	275,000		475,000
Various Park Improvement Projects	3,500,000	3,000,000	5,835,236			12,335,236
Pleasure Beach Water and Park Accessibility	5,215,585					5,215,585
TOTAL PUBLIC FACILITIES	16,044,585	8,000,000	10,285,236	4,575,000	2,700,000	41,604,821
<u>Other Departments</u>						
Police Command Division Vehicles	210,000					210,000
Central Grants Revolving (match)	250,000					250,000
Fire Apparatus Replacement Program/Vehicles	1,600,000	650,000	735,000	640,000	640,000	4,265,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Sewer Separation Program	125,000					125,000
IT Telephony & Computer Replacement Program	500,000	500,000	500,000	500,000		2,000,000
TOTAL OTHER	3,185,000	1,450,000	1,485,000	1,390,000	640,000	8,150,000
TOTAL ALL DEPARTMENTS	42,341,823	17,250,000	12,770,236	5,965,000	3,340,000	81,667,059

73-13
(OFF THE FLOOR)
RESOLUTION

By Councilmember(s): Lydia N. Martinez
Miltia I. Feliciano

District: 137th

Introduced at a meeting
of the City Council, held:

April 21, 2014 Introduced off the floor by
Councilmember Lydia Martinez

Referred to:

Motion for Immediate Consideration

Attest: _____
City Clerk

MAYOR

Whereas, the focal point of the Polish-American
Community is the neighborhood immediately adjacent to
the intersection of Kossuth and Pulaski Streets; and

Whereas, just yards away from this key intersection there
is St. Michael the Archangel Church which offers many
services to the Polish Community; and

Whereas, Pope John Paul II was the first Polish Pope and
will be recognized this weekend all over the world as Saint
John Paul II; and

Whereas, voting for this resolution tonight will give the
Polish Community the opportunity to join the others;
NOW THEREFORE,

BE IT RESOLVED, that an honorary street be named for him
(St. John Paul II Street) at the Kossuth and Pulaski
Streets intersection on the corner adjacent to 401 Kossuth
Street.

(Attachment)

Referrals Made:

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 APR 22 P 2:36

I make a motion for immediate
consideration ~~for a~~ ~~to~~ to name an
Honorary Street ~~name~~ with
St. John Paul II ~~Center~~ at the
~~that is at the~~ corner of Kossuth St
and Palaski St. intersection next to
~~adjacent~~ to 401 Kossuth St....

Just yards away from this
key intersection there is
St. Michael the ^{Saint} Archangel Church.
Which offers many services
to the Polish Community....

Pope John Paul II was the first
Polish pope and he will be
recognise this weekend
all over the world.

Voting tonight will give
the Polish Community
the opportunity to
join others.

RECEIVED
CITY CLERK'S OFFICE
2014 APR 22 A 11:33
ATTEST
CITY CLERK

MEETING DATE: April 21, 2014

NO. 73-13

COMMITTEE:

REFERRED TO COMM.:

SUBJECT: Resolved that honorary street be named (St. John Paul II Street) at the Kossuth and Pulaski Streets Intersection on the corner Adjacent

MOTION BY: _____

2ND BY: _____

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS: to 401 Kossuth Street.

	YES	NO
Susan T. Brannelly		
Rick Torres		
Jack O. Banta		
Denese Taylor-Moye		
Robert E. Halstead		
Patricia Swain		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Richard D. Salter, Sr.		
Richard DeJesus		
Alfredo Castillo		
Lydia N. Martinez		
Milta I. Feliciano		
Michael Marella, Jr.		
Richard M. Paoletto, Jr.		
Encida Martinez-Walker		
James Holloway		