

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, MARCH 21, 2016

7:00 p.m.

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

ADDED:

38-15

Public Hearing re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.04 Officers and Employees Generally, amend Section 2.04.010 – Justices of the Peace. *** (Anticipating Ordinance Special Committee Meeting on Monday, March 21, 2016 at 5:30 p.m. reporting matter back to the full council).*

AGENDA
CITY COUNCIL MEETING
MONDAY, MARCH 21, 2016

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

Prayer

Pledge of Allegiance

Roll Call

A meeting of landowners abutting the Streets to be discontinued per Item# 73-15 (Ref.#192-14) pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter.

A meeting of landowners abutting the Streets to be discontinued per Item# 74-15 (Ref.# 35-98) pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter.

- 08-15 (B)** Public Hearing re: Disposition of City-Owned Property located at 16 River Street by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.
- 09-15 (B)** Public Hearing re: Disposition of (7) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.
- 51-15** Public Hearing re: Disposition of City-Owned Property located at 77 Johnson Street and 119 Johnson Street by Sale to Abutter.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 1, 2016

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 75-15** Communication from Labor Relations and Benefits Administration re: Proposed Professional Services Agreement with Beacon Retiree Benefits Group, LLC., referred to Contracts Committee.
- 76-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Claire Ervin, referred to Miscellaneous Matters Committee.
- 78-15** Communication from Central Grants re: Grant Submission: National Environmental Health Association for a National Environmental Public Health Internship Program (Project #17306), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 79-15** Communication from Central Grants re: Grant Submission: Centers for Disease Control and Prevention for a Public Health Associate Program to work on Issues Related to Chronic Disease Awareness and Prevention (Project #17445), referred to Economic and Community Development and Environment Committee.
- 80-15** Communication from Central Grants re: Grant Submission: Robert Wood Johnson Foundation Systems for an Action Grant Program (Project #17292), referred to Economic and Community Development and Environment Committee.
- 81-15** Communication from Central Grants re: Grant Submission: United Way Worldwide Fund for Progress on Race in America for the Shine a Light Project (Project #17316), referred to Economic and Community Development and Environment Committee.
- 82-15** Communication from Central Grants re: Grant Submission: Centers for Disease Control and Prevention for a Public Health Associate Program to work on Issues Related to Health Department Accreditation (Project #17300), referred to Economic and Community Development and Environment Committee.
- 83-15** Communication from Mayor re: Appointment of Michael Piccirillo (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.
- 84-15** Communication from Mayor re: Appointment of Kristen Alvanson (D) to the Stratfield Historic District Commission, referred to Miscellaneous Matters Committee.

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

- 77-15** Resolution presented by Council Member(s) Martinez and Casco re: Request that a 180 Day Moratorium be placed on the Planning and Zoning Commission concerning the Requirements for Liquor Store Permits, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *60-15** Contracts Committee Report re: Agreement with Aetna Life Insurance regarding Group Life, Accident and Health Insurance Policy for the Term Agreement for April 1, 2016 through March 30, 2019.
- *57-15(PHO)** Economic and Community Development and Environment Committee Report re: (Ref. #155-13) Public Hearing Ordered for April 4, 2016: Resolution Amending the City's Authorization to Dispose of Properties for the Cherry Street Adaptive Reuse Project.
- *58-15** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Office of Early Childhood for a Healthy Start Grant Program, (Project #16267).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *64-15(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for April 4, 2016: Disposition of City-Owned Property Located at 48 Trowel Street.
- *66-15(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for April 4, 2016: Disposition of Four City-Owned Properties Located within the Seaview Avenue Industrial Park.

MATTERS TO BE ACTED UPON:

- 56-15** Contracts Committee Report re: Agreement with New England Health Care Employees Union, Local 1199 SEIU (Nurses) concerning the Terms and Conditions of Employment for their Membership.
- 73-15** Special Committee Report re: (Ref. #192-14) Partial Street Discontinuances Approved for Portions of Hancock, Howard and Railroad Avenue: Adopted on November 2, 2015.
- 74-15** Special Committee Report re: (Ref. #35-98) Street Discontinuance of a Portion of Quarry Street between Ezra Street and Stevens Street: Adopted on November 1, 1999.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 21, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City of Bridgeport – Financial Status.

David M. Walker
37 Beacon Street
Bridgeport, CT 06605

Implications of the 2015 Tax Assessment.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Matter concerning investigation of unjust termination.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, MARCH 21, 2016
6:30 PM**

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

CALL TO ORDER

City Council President McCarthy called the Public Speaking Portion to order at 6:40 PM.

ROLL CALL

City Clerk Martinez called roll.

The following members were present:

- 130th District: Scott Burns
- 131st District: Jack Banta; Denese Taylor-Moye
- 132nd District: M. Evette Brantley; John W. Olson
- 133rd District: Jeanette Herron; Thomas C. McCarthy
- 134th District: Michelle A. Lyons; AmyMarie Vizzo-Paniccia
- 135th District: Richard D. Salter; Mary A. McBride-Lee
- 136th District: Jose R. Casco; Alfredo Castillo
- 137th District: Milta I. Feliciano; Aidee Nieves
- 138th District: Anthony R. Paoletto; Nessah J. Smith
- 139th District: James Holloway; Eneida L. Martinez

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 31 A 10:23
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 29, 2016 AT 6:30 PM, IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

**John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605**

City of Bridgeport – Financial Status.

Mr. Lee provided the following memo, which reads as follows:

City Council President McCarthy, Council Members, Friends and Taxpayers,

For years I have brought issues to your attention that have significance to the economic health of Bridgeport. To the surprise of many, I continue my efforts to inform and to question. By so doing, I learn more and share that learning with you for the intended good of all the citizens of this city.

Tonight, I focus on the big picture. Keeping the big picture in mind at all times in budget decision making is critical to the nearly 150,000 people of the City. I want you to see the color RED. The Comprehensive Financial Report as of June 31, 2015 shows the City balance sheet to be in the RED. It means that the value of the City assets of all kinds is less than the value of all City liabilities per Government Accounting Standards Board rules. It means that if we had to have a fire sale, we could not cover the liabilities in our balance sheet completely. It also indicates that we have a truly unhealthy financial road to face. We are broke in the longer run. And most people are not aware of it. The media has not told them and they have not had sufficient interest to discover the info themselves.

City financial managers know this situation did not happen overnight. And it did not. It took time for different administrations to make promises that were not funded in a timely fashion that become obligations of future administrations. Promises are easy if someone else has to make good on your promise. The last administration was less than honest by kicking many obligations into future years by getting State approvals to defer certain pension funding and certain timely revaluations. Did the deferrals help us as we sit here today? I argue NO. You have to deal with the problems that others have ignored.

By the way this balance sheet can look even worse and may likely become much REDDER by next year's CAFR because City property values will be newly measured by a likely decreased October 1, 2015 Grand List, as well as actual pension plan earning failing to perform at the relatively high assumed rates actuaries are currently using. Liabilities increase.

The color RED also affects our Operating Budget as confirmed by the City Finance Department and Office of Policy Management who have informed you of the \$20 million shortfall by June 2016 they faced taking office. They have modified and adjusted, but only so much was possible in the seven months left before FY 2016 is complete.

That is the environment you face as you are provided budget proposals for FY 2017 in a couple weeks. Keep RED in mind, as you slowly but surely read and review each department, its mission, and its expense. I have heard no one on the Council ask for the June 30, 2015 monthly FINAL financial report, showing the City position after the audit. A master spreadsheet showing FINAL June expenses in all categories, not just the summary format, for 2013, 2014, and 2015 will helpfully indicate for those without experience where money was budgeted but underspent regularly, as well as those accounts that showed up negative year after year. A review of revenues, especially in the past year will be a lesson in over optimistic anticipation of revenues,

a formula for putting us into the RED later in the budget year. You will likely wish to see State approved City pension funding flows into the future as part of your work so that you will know we are at least current. Getting accurate figures on current and anticipated employments levels per department is important, and also getting an idea of how many departments receive Grants revenue year in and year out to maintain service levels.

Finally, you are required to have a Capital Budget public hearing per the Charter, as the language directs that the City solicit views from a broad audience. When that hearing is held, how will you explain funding certain expenses in Police, Board of Ed and other areas with borrowed dollars that bear an additional interest cost to be paid over 20 years, but which the public receives no info about? Why is leasing not studied as an alternative that more suitably matches the years of service of purchases with years of payment? If you will defer this year, will you consider deferring EXPENSE? As fiscal stewards, isn't this necessary for you to perform in an open manner, with full transparency to observers, and proper accountability to taxpayers? Time will tell.

*John Marshall Lee
March 21, 2016*

**David M. Walker
37 Beacon Street
Bridgeport, CT 06605**

Implications of the 2015 Tax Assessment.

Mr. Walker came forward and stated that his interest lies in the reform and retirements community. He stated that he can say with certainty that Bridgeport faces major fiscal crises that require serious fiscal reform, and that it is the Council's responsibility to ensure that there is follow through in this regard. He stated that the City has some of the highest property taxes in the state, and as a result, if the issues aren't addressed the tax problems will increase indefinitely. Mr. Walker stated that the City budget and property tax ordinance have grown faster than inflation, and that the City budget needs to be cut substantially.

**Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607**

Matter concerning investigation of unjust termination.

Mr. Young provided the following memo, detailing the major points of his speech, which reads as follows:

Civil Rights Violation

Unjust Employment Termination

My civil rights were violated by the City of Bridgeport and the CT State Labor Board Arbitrators because the termination letter I received read that I was terminated 3/17/06 I had not returned to work, which was not true.

I did return to work on 3/16/06. Enclosed is the time sheet, colon exam letter, and doctor notes. I have 2 doctor notes to my supervisor and one doctor note was faxed directly to Dr. Evans upon her request (they did not give me nor did they fax Dr. Evans scraps of paper)

The City of Bridgeport and the CT Labor Board Arbitrators violated my civil rights by not honoring my doctor notes accounting for my absence from work due to extreme anxiety.

The CT Labor Board Arbitrators violated my civil rights by covering up for the City of Bridgeport and changing the original termination charge, stating I did not return to work "to absenteeism" and ruled against me stating that my doctor notes were literally scraps of paper and that my doctor's signature was an "unintelligible loop" in their decision.

The Arbitrators also violated my civil rights by "violating and not honoring" the NAGE Union Agreement. Arbitrators changed the reason for termination and did not follow the NAGE Union agreement on absenteeism.

The City of Bridgeport and CT Arbitrators violated my civil rights by violating and not honoring the NAGE union contract "before terminating an employee, the employee must first be issued a verbal warning, a written warning, and suspension without pay before termination." Enclosed is a portion of NAGE agreement.

Unjust Medical Termination Complain

The City of Bridgeport violated my civil rights by violating and not honoring the NAGE Union agreement by cancelling my medical benefits which includes dental benefits by denying me and my family dental benefits.

*The City of Bridgeport violated my civil rights by denying me and my family dental benefits because I would not sign an agreement not to take any action against the City of Bridgeport (see enclosed settlement agreement releases).**

**Not the change- the first one states I was terminated, then later changed to I was no longer employed.*

The NAGE Union Contract stated that terminated employees shall receive up to (6) months of medical benefits (Enclosed Union Agreement).

The CT Arbitrators violated my civil rights by violating and not honoring the NAGE union contract by adding a stipulation to their award.

The Union contract states that nothing can be added to subtracted from the agreement, which the Arbitrators' decision added to with a stipulation for me to prove, at my expense, and my family dental needs were needed.

The CT Arbitrators violated my civil rights by delaying the unjust medical termination case by dragging on this case for almost (2) years, which was in violation in the NAGE agreement time frame. This allowed the CT Arbitrators to allegedly commit fraud because they were paid to sit on over excessive hearings. See enclosed expense sheet.

The CT Labor Arbitrators violated my civil rights by issuing me an award for both the unjust termination and the unjust medical termination cases that have been prejudiced, and procured by corruption, fraud, and undue means. See the enclosed brief filed by Atty. Williams.

Also enclosed are copies of my NAGE Grievance complaint forms.

Mr. Young further stated that his motivation for sharing this grievance is to aid other people who may want to blow the whistle on questionable activities. He stated the Council Members had not returned his phone calls, and that he wants the violation of his civil rights investigated.

Council President McCarthy asked that Council Member Taylor-Moye oversee the remainder of the public speaking portion. Council Member Taylor-Moye obliged.

Crystal Mack

Ms. Mack stated that she was present to discuss the inordinate number of individuals holding advanced positions in the City's Education departments. She stated that they have had a number of issues from toxins resulting from GE's property and that the cancer rate in Bridgeport has gone through the roof. She stated that the children of the City are suffering from ear, throat and nose infections, and that the water is contaminated. She stated that the water in the City is contaminated. Ms. Mack stated that large sections of her neighborhood block have been lost and that she feels her history has been compromised. She stated that there have been illegal foreclosures on people's homes, beginning with the WPCA. She stated that any state with a lottery shouldn't have a deficit, and that the activities going on are unconstitutional.

Dave Gordon

4 North Avenue

Mr. Gordon stated that he was present to discuss the drug problems affecting the City's youth, particularly in the use of heroin and cocaine. He stated, as a licensed drug counselor, he has worked with Bridgeport Public Schools for 20 years. He stated that drugs have torn apart the social fabric of society, and most people who use drugs begin in 4th, 5th and 6th grade. Mr. Gordon stated that they implemented a successful program through Yale Center, in which gangs were eradicated, attendance improved, and the retention rate improved at Central High School.

He stated that the City should be supported by the City and expanded to every public school in Bridgeport. Mr. Gordon stated that after he was laid off in 2011, no drug counselor was retained to address the drugs pandemic, and that there is currently a 40% dropout rate in the City. He stated that every child deserves an equal opportunity for a quality education, and that he hopes people will contact him, and that he will receive interest from people who want to serve the children in their community.

Clyde Nicholson

Mr. Nicholson stated that he is present to discuss concern from the citizens of Bridgeport regarding excessive parking citations. He stated that despite frequent attempts to contact Council Members, he has been unable to reach them and expressed his displeasure at the lack of respect it conveys when the Council Members appear unwilling to meet with constituents.

**CITY COUNCIL MEETING
MONDAY, MARCH 21, 2016
7:00 p.m.
City Council Chambers, City Hall
45 Lyon Terrace,
Bridgeport, Connecticut**

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:20 PM.

PRAYER

Mayor Ganim requested that Council Member Olson lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested a member of the Junior City Council Member program lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called roll.

130th District: Scott Burns

131st District: Jack Banta; Denese Taylor-Moye

132nd District: M. Evette Brantley; John W. Olson

133rd District: Jeanette Herron; Thomas C. McCarthy

134th District: Michelle A. Lyons; AmyMarie Vizzo-Paniccia

135th District: Richard D. Salter; Mary A. McBride-Lee

136th District: Jose R. Casco; Alfredo Castillo

137th District: Milta I. Feliciano; Aidee Nieves

138th District: Anthony R. Paoletto; Nessah J. Smith

139th District: James Holloway; Eneida L. Martinez

In addition to those Council Members seated, seven members of the Junior City Council program were also present.

Council Member Paoletto thanked the mayor for acknowledging the Junior City Council program and commended the efforts of Tammy Papa for spearheading the program. He

expressed his hope that each Council Member will have a corresponding Junior Council Member in the coming year.

Council Member Casco came forward and issued three City Council citations to members of the community.

A MEETING OF LANDOWNERS ABUTTING THE STREETS TO BE DISCONTINUED PER ITEM# 73-15 (REF.#192-14) PURSUANT TO THE REQUIREMENTS OF SECTION 13A-49 OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, WHO MAY BE HEARD ON THE MATTER.

Mayor Ganim stated that he would treat the proceedings as a public hearing, barring any objection. No objection was expressed.

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward. He then asked if anyone wished to speak in opposition. Hearing none, he closed the meeting on item #73-15.

A MEETING OF LANDOWNERS ABUTTING THE STREETS TO BE DISCONTINUED PER ITEM# 74-15 (REF.# 35-98) PURSUANT TO THE REQUIREMENTS OF SECTION 13A-49 OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, WHO MAY BE HEARD ON THE MATTER.

Mayor Ganim stated that he would treat the proceedings as a public hearing, barring any objection. No objection was expressed.

Mayor Ganim asked if anyone wished to speak in favor of the item. Joseph Giacobee came forward and identified himself as the owner of one of the abutting parcels. Mr. Giacobee stated that he is in favor of the item, and that he looks forward to further development of the area, as the City has thus far been unable to safely develop the street due to the slope down to the quarry.

Mayor Ganim asked if anyone wished to speak in opposition. Hearing none, he closed the meeting on item #74-15.

08-15 (B) PUBLIC HEARING RE: DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 16 RIVER STREET BY AUCTION, SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS.

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward. He then asked if anyone wished to speak in opposition. Hearing none, he closed the hearing on item #08-15(B).

**09-15 (B) PUBLIC HEARING RE: DISPOSITION OF (7) CITY-OWNED PROPERTIES
BY AUCTION, SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED
HOUSING DEVELOPMENT CORPORATIONS.**

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward.

Council Member Martinez noted that the item does not expressly state the addresses of the seven city-owned properties, and requested that they be provided.

Bill Coleman came forward and listed the addresses as follows:

- A. 25 Orange Street
- B. 424 Union Avenue
- C. 102 Suggestts Lane
- D. 34 Six Street
- E. 117 Princeton Street
- F. 116 Peet Street
- G. 587 Brook Street

Mayor Ganim formally requested that a copy of the list of properties be provided to the City Council members prior to the next meeting.

Council Member Martinez asked if the item had come before committee, and Mr. Coleman stated that it had come before the ECDE Committee. Council Member Martinez asked who the properties will be sold to. Mr. Coleman stated that they are not acting on the resolution itself tonight, and that they have no specific individuals in mind at this time. Council Member Martinez asked that during the next step of the process, they ensure that some sort of revenue from the sale of the properties goes to the City. Mr. Coleman stated that he understood, and that the Co-Chairs are always adamant about the City receiving benefits.

He then asked if anyone wished to speak in opposition. Hearing none, he closed the hearing on item #09-15(B).

**51-15 PUBLIC HEARING RE: DISPOSITION OF CITY-OWNED PROPERTY
LOCATED AT 77 JOHNSON STREET AND 119 JOHNSON STREET BY SALE TO
ABUTTER.**

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward. He then asked if anyone wished to speak in opposition. Hearing none, he closed the hearing on item #51-15.

38-15 PUBLIC HEARING RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.04 OFFICERS AND EMPLOYEES GENERALLY, AMEND SECTION 2.04.010 – JUSTICES OF THE PEACE.

Mayor Ganim asked if a meeting had taken place regarding this item. Council Member Brantley answered in the affirmative.

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward. He then asked if anyone wished to speak in opposition. Hearing none, he closed the hearing on item #38-15.

APPROVAL OF MINUTES

Approval of City Council Minutes: February 1, 2016

- ** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE THE CITY COUNCIL MINUTES OF FEBRUARY 1, 2016.**
- ** COUNCIL MEMBER HERRON SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES & RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.

Mayor Ganim stated that it would be appropriate to combine the communications and resolutions for the purpose of voting.

- ** COUNCIL MEMBER HOLLOWAY MOVED TO CONSOLIDATE AND APPROVE ALL ITEMS DEEMED COMMUNICATIONS TO BE REFERRED TO COMMITTEES AND RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**
- ** COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

The following items were referred:

75-15 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH BEACON RETIREE BENEFITS GROUP, LLC., REFERRED TO CONTRACTS COMMITTEE.

76-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH CLAIRE ERVIN, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

78-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: NATIONAL ENVIRONMENTAL HEALTH ASSOCIATION FOR A NATIONAL ENVIRONMENTAL PUBLIC HEALTH INTERNSHIP PROGRAM (PROJECT #17306), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

79-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CENTERS FOR DISEASE CONTROL AND PREVENTION FOR A PUBLIC HEALTH ASSOCIATE PROGRAM TO WORK ON ISSUES RELATED TO CHRONIC DISEASE AWARENESS AND PREVENTION (PROJECT #17445), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

80-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: ROBERT WOOD JOHNSON FOUNDATION SYSTEMS FOR AN ACTION GRANT PROGRAM (PROJECT #17292), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

81-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED WAY WORLDWIDE FUND FOR PROGRESS ON RACE IN AMERICA FOR THE SHINE A LIGHT PROJECT (PROJECT #17316), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

82-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CENTERS FOR DISEASE CONTROL AND PREVENTION FOR A PUBLIC HEALTH ASSOCIATE PROGRAM TO WORK ON ISSUES RELATED TO HEALTH DEPARTMENT ACCREDITATION (PROJECT #17300), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

83-15 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF MICHAEL PICCIRILLO (D) TO THE ZONING BOARD OF APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

84-15 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF KRISTEN ALVANSON (D) TO THE STRATFIELD HISTORIC DISTRICT COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

77-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ AND CASCO RE: REQUEST THAT A 180 DAY MORATORIUM BE PLACED ON THE

PLANNING AND ZONING COMMISSION CONCERNING THE REQUIREMENTS FOR LIQUOR STORE PERMITS, REFERRED TO ORDINANCE COMMITTEE.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR)

Council Member Brantley asked that item 57-15 be removed for discussion.

**** COUNCIL MEMBER BANTA MOVED TO APPROVE THE FOLLOWING ITEMS:**

- A. *60-15 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH AETNA LIFE INSURANCE REGARDING GROUP LIFE, ACCIDENT AND HEALTH INSURANCE POLICY FOR THE TERM AGREEMENT FOR APRIL 1, 2016 THROUGH MARCH 30, 2019.**
- B. *58-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR A HEALTHY START GRANT PROGRAM, (PROJECT #16267).**
- C. *64-15(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR APRIL 4, 2016: DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 48 TROWEL STREET.**
- D. *66-15(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR APRIL 4, 2016: DISPOSITION OF FOUR CITY-OWNED PROPERTIES LOCATED WITHIN THE SEAVIEW AVENUE INDUSTRIAL PARK.**

**** COUNCIL MEMBER CASCO SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE DISCUSSED

***57-15(PHO) Economic and Community Development and Environment Committee Report re: (Ref. #155-13) Public Hearing Ordered for April 4, 2016: Resolution Amending the City's Authorization to Dispose of Properties for the Cherry Street Adaptive Reuse Project.**

Council Member Brantley stated that the item should be withdrawn, as there was already a previous public hearing on this item. MEB: Asking that this be removed as there was already a previous public hearing on this item. Motion to withdraw.

**** COUNCIL MEMBER BRANTLEY MOVED TO WITHDRAW ITEM 57-15(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #155-13) PUBLIC HEARING ORDERED FOR APRIL 4, 2016: RESOLUTION AMENDING THE CITY'S AUTHORIZATION TO**

DISPOSE OF PROPERTIES FOR THE CHERRY STREET ADAPTIVE REUSE PROJECT.

**** COUNCIL MEMBER HERRON SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON

56-15 Contracts Committee Report re: Agreement with New England Health Care Employees Union, Local 1199 SEIU (Nurses) concerning the Terms and Conditions of Employment for their Membership.

**** COUNCIL MEMBER HERRON MOVED TO TABLE AND REFER ITEM 56-15 Contracts Committee Report re: Agreement with New England Health Care Employees Union, Local 1199 SEIU (Nurses) concerning the Terms and Conditions of Employment for their Membership BACK TO THE CONTRACTS COMMITTEE.**

**** COUNCIL MEMBER LYONS SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

73-15 Special Committee Report re: (Ref. #192-14) Partial Street Discontinuances Approved for Portions of Hancock, Howard and Railroad Avenue: Adopted on November 2, 2015.

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 73-15 SPECIAL COMMITTEE REPORT RE: (REF. #192-14) PARTIAL STREET DISCONTINUANCES APPROVED FOR PORTIONS OF HANCOCK, HOWARD AND RAILROAD AVENUE: ADOPTED ON NOVEMBER 2, 2015.**

**** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

74-15 Special Committee Report re: (Ref. #35-98) Street Discontinuance of a Portion of Quarry Street between Ezra Street and Stevens Street: Adopted on November 1, 1999.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE ITEM 74-15 SPECIAL COMMITTEE REPORT RE: (REF. #35-98) STREET DISCONTINUANCE OF A PORTION OF QUARRY STREET BETWEEN EZRA STREET AND STEVENS STREET: ADOPTED ON NOVEMBER 1, 1999.**

**** COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT MCCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSES OF ADDING TO THE AGENDA A CLARIFICATION OF THE CITY'S CONTRACT WITH CHIEF GAUDETT.**

**** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION. MEB
** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT MCCARTHY MOVED FOR IMMEDIATE CONSIDERATION RE: THE CLARIFICATION OF THE CITY'S CONTRACT WITH CHIEF GAUDETT, ORIGINALLY ITEM #61-15.**

**** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.
** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT MCCARTHY MOVED TO FORMALLY CLARIFY THAT THE CONTRACT THE CITY COUNCIL VOTED UPON DURING THE FEBRUARY 29TH MEETING WAS IN FACT THE AMENDED, 6 PAGE CONTRACT.**

**** COUNCIL MEMBER OLSON SECONDED THE MOTION.
** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING ITEM 38-15: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.04 OFFICERS AND EMPLOYEES GENERALLY, AMEND SECTION 2.04.010 – JUSTICES OF THE PEACE TO THE AGENDA.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED THE MOTION.
** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 38-15: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.04 OFFICERS AND EMPLOYEES GENERALLY, AMEND SECTION 2.04.010 – JUSTICES OF THE PEACE WITH THE FOLLOWING AMENDMENTS (AS PREVIOUSLY APPROVED BY THE ORDINANCE COMMITTEE):**

- 1. THE MAXIMUM NUMBER OF JUSTICES SHALL NOT EXCEED 300.**
- 2. THE DISTRIBUTION OF THE JUSTICES WILL BE DIVIDED INTO THIRDS THUSLY- 1/3 OF THE JUSTICES WILL BE SELECTED FROM THE POOL OF REGISTERED REPUBLICAN PARTY MEMBERS, 1/3 OF THE JUSTICES WILL BE SELECTED FROM THE POOL OR REGISTERED DEMOCRATIC PARTY MEMBERS, AND 1/3 OF JUSTICES WILL BE SELECTED FROM THE POOL OF REGISTERED INDIVIDUALS NOT AFFILIATED WITH EITHER OF THE FORMER PARTIES.**

**** COUNCIL MEMBER LYONS SECONDED THE MOTION.
** MOTION PASSED UNANIMOUSLY.**

- ** COUNCIL PRESIDENT MCCARTHY MOVED TO RECESS FOR THE PURPOSES OF AN EMERGENCY MISCELLANEOUS MATTERS MEETING.**
- ** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

The meeting recessed at 8:00 PM.

The meeting reconvened at 8:48 PM.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA RE: THE APPOINTMENT OF CHARLES J. COVIELLO JR. TO THE BOARD OF ASSESSMENT APPEALS.**

- ** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY. (ITEM #42-15)**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE THE APPOINTMENT OF CHARLES J. COVIELLO JR. TO THE BOARD OF ASSESSMENT APPEALS.**

- ** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA RE: THE APPOINTMENT OF B. OYIBOKA BENSON TO THE BOARD OF ASSESSMENT APPEALS.**

- ** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY. (ITEM #71-15)**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE THE APPOINTMENT OF B. OYIBOKA BENSON TO THE BOARD OF ASSESSMENT APPEALS.**

- ** COUNCIL MEMBER PAOLETTO SECONDED THE MOTION.**

Council Member Brantley requested a roll call vote.

The Council Members voted thusly:

Scott Burns: Yes
Jack Banta: No
Denese Taylor-Moye: No
M. Evette Brantley: No
John Olson: Yes
Tom McCarthy: No
Jeanette Herron: No
Michelle Lyons: No
AmyMarie Vizzo-Paniccia: Yes
Mary McBride-Lee: No
Richard Salter: No
Jose Casco: Yes
Alfredo Castillo: Yes
Aidee Nieves: No
Milta Feliciano: Yes
Nessah Smith: Yes
Eneida Martinez: No
Anthony Paoletto: Yes

The motion died with the majority of votes in objection.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.
** COUNCIL MEMBER LYONS SECONDED THE MOTION.
** MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:55 PM.

Respectfully submitted,

Catherine Ramos
Telesco Secretarial Services



Mayor

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

DAVID M. KOORIS
Director

MEMORANDUM

TO: Honorable City Council President and City Clerk
FROM: Bill Coleman, OPED Director of Neighborhood Development
DATE: February 18, 2016
RE: Council Agenda Item No. 192-14

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CITY CLERK'S OFFICE
2016 FEB 24 P 3:05
ATTEST
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Three (3) Street Discontinuances:
Westerly Portion of Howard Ave, Between RR Ave and Cherry Street;
Easterly Portion of Hancock Ave, Between RR Ave and Cherry Street;
Southerly Portion of RR Ave, Between Hancock Ave and Howard Ave;
(the "Streets")

**Request to Schedule Before the Bridgeport City Council a Meeting of Landowners
Abutting the Streets**

In connection with the final acceptance of the discontinuance of the above-identified Streets, as per Item #192-14, previously approved by the City Council on November 2, 2015, OPED respectfully requests that the City Clerk and the Council President place on the City Council Agenda for the meeting of March 21, 2016 the following Item:

"A meeting of landowners abutting the Streets to be discontinued per Item #192-14 pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter."

The City Clerk has previously sent to the abutting landowners a written notice of the date, time and location of such meeting before the City Council and the City has previously posted signs at the location of the Streets at least thirty (30) days prior to the City Council meeting in each case, both of which actions are required by Section 13a-49 of the Connecticut General Statutes, as amended.

Please place this matter on the City Council Agenda of March 21, 2016.



General Assembly

Substitute Bill No. 5092

January Session, 2015



AN ACT CONCERNING THE DISCONTINUANCE OF HIGHWAYS AND PRIVATE WAYS BY MUNICIPALITIES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 13a-49 of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2015, and*
3 *applicable to discontinuances or partial discontinuances considered on or after*
4 *said date*):

5 (a) (1) The selectmen of any town may, subject to approval by a
6 majority vote at any regular or special town meeting, by a writing
7 signed by them, discontinue any highway or private way, or land
8 dedicated as such, in its entirety, or may discontinue any [portion] part
9 thereof or any property right of the town or public therein, except
10 when laid out by a court or the General Assembly, and except where
11 such highway is within a city, or within a borough having control of
12 highways within its limits. [Any]

13 (2) Whenever the selectmen of a town meet to take final action on
14 the discontinuance or partial discontinuance of a highway or private
15 way, or land dedicated as such, the selectmen shall provide written
16 notice of their meeting to each owner of property that bounds the
17 highway or private way, or land dedicated as such. Such notice shall
18 be provided by mailing a notice of the date, time, place and subject of

19 such meeting of the selectmen to such owner at such owner's address,
20 as shown on the last-completed grand list of the town, by first class
21 mail, postmarked at least fifteen days prior to the date of such meeting.
22 If, in the opinion of the selectmen, the boundary lines or limits of such
23 highway or private way, or land dedicated as such, have become lost
24 or uncertain, the selectmen shall make reasonable efforts to identify the
25 boundary lines or limits of such highway or private way, or land
26 dedicated as such, and shall give notice of such meeting to each owner
27 of property that bounds such identified boundary line or limit in
28 accordance with this subdivision. Such reasonable efforts need not
29 include an examination of title, or abstracts thereof, or a land survey.

30 (3) If the selectmen vote to discontinue or partially discontinue the
31 highway or private way, or land dedicated as such, and such
32 discontinuance or partial discontinuance is approved by a majority
33 vote at any regular or special town meeting held on or after October 1,
34 2015, the selectmen shall cause to be recorded on the land records of
35 the town a notice of such discontinuance or partial discontinuance,
36 which notice shall include (A) a listing of each parcel of property
37 identified pursuant to subdivision (2) of this subsection to bound (i)
38 such highway or private way, or land dedicated as such, or (ii) such
39 identified boundary line or limit, and (B) the name of the owner of
40 each such parcel of property as shown in the last-completed grand list
41 of the town.

42 (4) (A) Except as provided in subparagraph (B) of this subdivision,
43 any person aggrieved [may be relieved by application] by a
44 discontinuance or partial discontinuance under this subsection may,
45 not later than six months after notice of discontinuance or partial
46 discontinuance is recorded on the land records of the town pursuant to
47 subdivision (3) of this subsection, apply to the [Superior Court, to be
48 made and proceeded with in the manner prescribed in section 13a-62]
49 superior court for the judicial district in which such town is located.

50 (B) Any owner of property who is aggrieved by the failure to
51 receive the meeting notice required under subdivision (2) of this

52 subsection may apply to the Superior Court not later than six months
53 after notice of discontinuance or partial discontinuance is recorded on
54 the land records of the town pursuant to subdivision (3) of this
55 subsection. No discontinuance or partial discontinuance shall be
56 invalidated by such court on the basis of the selectmen's failure to
57 provide the meeting notice required under subdivision (2) of this
58 subsection to an owner of property if the town establishes that (i) a
59 meeting notice that meets the requirements of subdivision (2) of this
60 subsection was mailed to such owner's address, as shown in the
61 applicable last-completed grand list of the town, or (ii) the selectmen
62 made a good faith effort to identify the parcels of property that bound
63 the highway or private way, or land dedicated as such, or such
64 identified boundary line or limit, in accordance with subdivision (2) of
65 this subsection, and mailed notice to each owner of such identified
66 parcels of property, as shown in the applicable last-completed grand
67 list of the town.

68 (b) Whenever a petition has been presented to the selectmen for
69 such discontinuance or partial discontinuance of any land dedicated as
70 a highway or private way but which has not been actually used,
71 worked or accepted [,] as a highway [,] by the town, and such
72 discontinuance or partial discontinuance has not been made by the
73 selectmen and approved by the town within twelve months after such
74 presentation, any person aggrieved may [be relieved by application]
75 apply to said court [, to be made and proceeded with] in the manner
76 prescribed in section 13a-62, as amended by this act.

77 Sec. 2. Section 13a-62 of the general statutes is repealed and the
78 following is substituted in lieu thereof (*Effective October 1, 2015*):

79 Any person aggrieved by the doings of the selectmen in laying out a
80 highway may, within [eight] six months after the survey thereof has
81 been accepted by the town, apply to the superior court for the judicial
82 district in which such town is located for relief, causing such selectmen
83 to be cited to show cause why such relief should not be granted. Such
84 application shall be heard and determined by a committee of three

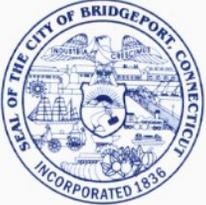
85 disinterested persons to be appointed by the court. If such committee
 86 finds that such highway is not of common convenience and necessity,
 87 said court shall set aside such layout, and, if said court sets aside such
 88 layout, the costs shall be paid by the town; but, if such committee finds
 89 that such highway is of common convenience and necessity, the
 90 application shall be dismissed with costs. The report of such committee
 91 may be set aside by the court for any irregularity or improper conduct
 92 on its part. Proceedings under this section shall not prevent or delay
 93 the opening or occupation of such highway.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2015, and applicable to discontinuances or partial discontinuances considered on or after said date</i>	13a-49
Sec. 2	<i>October 1, 2015</i>	13a-62

Statement of Legislative Commissioners:

In section 1(a)(4), "notice of approval" was changed to "notice of discontinuance or partial discontinuance" for consistency.

PD Joint Favorable Subst.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

DAVID M. KOORIS
Director

MEMORANDUM

TO: Honorable City Council President and City Clerk
FROM: Lynn Haig *Lynn Haig*
Senior Planner
DATE: March 7, 2016
RE: Council Agenda Item No. ___ - ___
Street Discontinuance – Quarry Street, Between Ezra Street
and Stevens Street ("Street")

ATTEST
CITY CLERK

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2016 MAR - 7 A 10:20

**Request to Schedule a Meeting of the Landowners Abutting the Street
Before the Bridgeport City Council**

In connection with the final acceptance of the discontinuance of the above-identified Street, there is a matter on the Council agenda, Item No. ___ - ___ that seeks the Council's acceptance of a Special Committee Report relative to such discontinuance.

We respectfully request that the City Clerk and the Council President also place on the City Council Agenda for the meeting to be held on March 21, the following item:

"A meeting of landowners abutting [**identify street or streets**] to be discontinued pursuant to the requirements of Section 13a-49 of the Connecticut General Statutes, as amended, who may be heard on the matter."

The City Clerk has previously sent written notice of the date, time and location of such meeting before the City Council and the City has previously posted signs at the location of such Street at least thirty (30) days prior to the City Council meeting in each case, both of which actions are required by Section 13a-49 of the Connecticut General Statutes, as amended.

Please place this matter on the City Council Agenda.

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, March 21, 2016 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #08-15 (B)

1. Disposition of City Owned property, located at 16 River Street by Auction, sale to Abutter or by sale to Community Base Housing Development Corporations.

Item #09-15 (B)

2. Disposition of City Owned properties (7) by Auction, sale to Abutter or by sale to Community Base Housing Development Corporations.

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot
25	Orange Street	Res-Lot	0624-04
424	Union Avenue	Res	0633-04
102	Suggestts Lane	Res-Lot	0613-19A
34	Six Street	Res	0706-09
117	Princeton Street	Res-Lot	235-32
116	Peet Street	Res-Lot	2335-30
587	Brook Street	Res-Lot	1717-13

Item #51-15

3. Disposition of City Owned property, located at 77 Johnson Street and 119 Johnson Street by sale to Abutter.

ECD& Environment Committee
Public Hearing
March 8, 2016
Page 2 of 2

Attest:

Lydia N. Martinez
City Clerk

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City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Joseph P. Ganim
J. Gomes, CAO
G. Malheiro, Deputy CAO
A. dePara Jr., CAO's Office
R. Christopher Meyer, City Attorney
R. Liskov, Associate City Attorney
D. Kooris, Director, OPED
D. Roach, Director, Community Outreach
B. Coleman, Director, Neighborhood Development
M. Perez, Sr. Economic Development Associate, OPED
E. Adams, Dir., Government Accountability & Integrity

**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, March 21, 2016 beginning at 7:00 p.m., in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following:

- 1.) Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.04 Officers and Employees Generally, amend Section 2.04.010 – Justices of the Peace.
[38-15]

Attest:

Lydia N. Martinez
City Clerk

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1 Edition - Connecticut Post

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45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7081

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Ecopsy: Mayor Joseph P. Ganim
D. Roach, Director, Government Operations
E. Adams, Director, Governmental Accountability & Integrity
T. Gaudett, Mayor's Office
J. Gomes, CAO
G. Malheiro Deputy CAO
A. dePara, Special Projects Coordinator, CAO
R. Christopher Meyer, City Attorney
M. Anastasi, Associate City Attorney



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

March 8, 2016

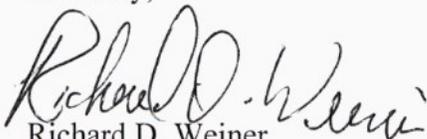
Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find thirteen copies of the professional services agreement between the City and Beacon Retiree Benefits Group.

I respectfully request that this document be referred to the Contracts Committee at the Council meeting of March 21, 2016.

Sincerely,


Richard D. Weiner
Benefits Manager

RECEIVED
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2016 MAR -8 P 2:51
ATTEST
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of _____, 2016 (the "Agreement") is hereby entered into between **Beacon Retiree Benefits Group LLC**, with offices at 710 Main Street, Suite #10, Plantsville, CT 06479 (the "**Consultant**") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires professional services for the purpose of providing brokerage, consulting, enrollment and call center services for Medicare-eligible retired employees enrolled in the City's Medicare Supplement and prescription drug programs in accordance with the terms and conditions set forth herein ("**Services**");

WHEREAS the City published a Request For Proposals, entitled "Medicare Plans Broker/Consultant/Call Center and Enrollment Administrator (Bid Number: BFB706168) dated July 19, 2015" ("**RFP**"), which is incorporated as part of this Agreement as if fully set forth herein;

WHEREAS the City selected the Consultant as a result of the RFP process based upon the Consultant's proposal entitled "Medicare Plans Broker/Consultant/Call Center & Enrollment Administrator—Group Retiree Medical & Prescription Benefit Programs" (undated) submitted in response to the RFP ("**Proposal**"), which is incorporated as part of this Agreement as if fully set forth herein;

WHEREAS the Consultant agrees to supply the Services as required and set forth in the RFP and the Proposal on the terms and conditions contained herein in a manner approved by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement whereby the Consultant will perform the Services identified specifically in Section II of the RFP and those Services identified in the Proposal and will deliver written reports, analyses and recommendations as required or requested by the City.

2. Term of Engagement. This Agreement shall commence on the date set forth in a written notice to proceed given to the Consultant and shall continue in full force and effect for approximately three (3) years until (a) the Services are completed according to this Agreement, (b) the earlier termination of this Agreement as provided herein, or (c) the expiration of such three-year period, whichever first occurs (the "**Term**"). The parties may mutually agree to extend

the Term for additional one (1) year periods. Termination shall have no effect on the City's obligation to pay for services rendered for work that has been completed in accordance with this Agreement and which was accepted in due course by the City.

3. Nature of Engagement. The Consultant is being hired on a fixed cost per member per month to render the Services as more particularly set forth in "Section IX. Fees" contained in the Proposal.

4. Price & Payment.

(a) Price. The fee of \$13/per month/per member ("**Fee**") is fixed for the entire Term and is inclusive of all general overhead, expenses, costs and profit earned by the Consultant under this Agreement. The Fee is allocated \$10/per month/per member for medical Services and \$3/per month/per member for prescription Services. The medical allocation of the Fee is based upon an employee census kept by the insurance carrier multiplied by \$10/per month/per member. The prescription allocation of the Fee is based upon a current, updated list assembled by the Consultant every month multiplied by \$3/per month/per member.

(b) Invoices. The Fee for all Services or portions thereof that are performed shall be invoiced monthly based on the calculations performed under paragraph (a) above.

(c) Payment. Payment shall be made within **forty-five (45)** days after receipt of the Consultant's invoice for completed Services. The City reserves the right to set off against any amounts owed to the Consultant any sums owed to the City by Consultant.

(d) Out-of-Pocket Costs; Taxes. All out-of-pocket costs, expenses, taxes and other amounts are included in the Fee. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant and the Consultant shall not invoice the City therefor. To the extent that the Consultant purchases items in connection with the rendering of Services that are taxed, it can obtain tax-exempt certificates from the City's Purchasing Department.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City. It is not expected that the results of Services provided under this Agreement will be of a nature suitable for testing. If otherwise, the parties shall mutually agree on reasonable testing procedures to determine whether the particular information supplied substantially complies with the applicable requirements of this Agreement.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than certain reports, analyses or written recommendations (the "**Work Product**"). Nevertheless, the City shall own all right, title and interest in such Work Product to the extent such materials provide analyses, findings, recommendations or designs uniquely related to the project described in the Services. The Consultant expressly acknowledges and agrees that the Work Product constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing the Work Product and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Work Product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [Intentionally Omitted]

9. Injunctive Relief. The parties acknowledge that violation by one party

of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ qualified, trained personnel to perform the work required.

(b) The Consultant represents that its Fee was prepared using its best efforts and past experience in light of the facts and circumstances available to it prior to the date of this Agreement.

(c) The Consultant represents that it can complete the Services promptly and within a reasonable time after a task is requested by the City.

(d) The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

(e) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(f) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's written consent.

(g) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the work under this Agreement.

(h) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work

in accordance with the terms of this Agreement.

(i) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(j) The Consultant represents and warrants that the performance of the Services (including Work Product) will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder and modify the Fee based upon the reduction of Services.

(k) The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"). NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

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

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Chief Executive Officer
Beacon Retiree Benefits Group, Inc
710 Main Street, Suite 10

Plantsville, CT 06479

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term ("**Term of Engagement**") or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-business-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief"), or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience, however, upon giving written notice of termination, the City shall be obligated to pay the Fee to the Consultant for all Services adequately performed pursuant to this Agreement up to the date of termination, which amount shall be payable within thirty (30) days after the date of termination.

14. Resolution of Disputes and Choice of Law. The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved by a court of competent jurisdiction located in Fairfield County, Connecticut.

15. Independent Contractor Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment,

sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of, but only to the extent caused by, the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents. This provision shall survive termination or expiration of the Agreement. Insurance requirements:

(b) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal

injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

(b) General requirements. All policies shall include the following provisions, some of which is required to be evidenced by policy endorsement:

Cancellation notice—The City shall be entitled to receive pursuant to a **policy endorsement** from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages **by policy endorsement** as additional insured parties and as loss payee with respect to any

damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604

18. Communications. All communications shall be made orally or in writing with the Office of the City Attorney, or its attorney designee so long as such communications preserve the attorney/client privilege. Any written report requested from the Consultant and intended to be publicly distributed shall be sent in draft form to the Office of the City Attorney for review prior to finalization. Any oral report made to a party other than a representative of the Office of the City Attorney shall be made in the presence of a staff member of the Office of the City Attorney, or its attorney designee.

18. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling

its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the Scope of Work, and may result in the need to adjust the Fee in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Council Approval Required. This Agreement shall be binding after

approval by the Bridgeport City Council and delivery of a fully-executed original thereof to the Consultant.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:
duly-authorized

Consultant

By: _____
Name:
Title:
duly-authorized

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

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

Comm. #76-15 Ref'd to Miscellaneous Matters Committee on 03/21/2016

February 25, 2016

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Claire Ervin v. City of Bridgeport**

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Claire Ervin	Slip & Fall	Robert L. Schwab, Esq.	\$30,000.00

Kindly place this matter on the agenda for the City Council meeting on March 21, 2016 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

Cc: Joseph Ganim, Mayor
Lydia Martinez, City Clerk
Russell D. Liskov, Esq.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

DAVID M. KOORIS
Director

COMM. #78-15 Ref'd to ECD&E Committee on
03/21/2016

March 15, 2016

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

Re: Resolution – **National Environmental Health Associate National Environmental Public Health Internship Program (#17306)**

Attached, please find a Grant Summary and Resolution for the **National Environmental Health Associate National Environmental Public Health Internship Program (#17306)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **National Environmental Health Associate National Environmental Public Health Internship Program (#17306)**

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

Thank you,

Autumn Hurst
Central Grants Office

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ATTEST



GRANT SUMMARY

PROJECT TITLE: **National Environmental Health Associate Environmental Public Health Internship Program (#17306)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Health Department** seeks technical assistance in the form of an Environmental Health Intern assigned to the Department by the National Environmental Health Association (NEHA) during Summer 2016. NEHA will pay selected college students from environmental health programs accredited by the National Environmental Health Science and Protection Accreditation Council (EHAC) a stipend of \$600/week while completing the 8-10 week internship.

If selected, an intern with the City's Health Department would have the opportunity to be exposed to a number of programmatic areas gaining first-hand experience in areas such as: food safety, vector control, water and air quality inspection, business licensing and inspection processes, and communication with members of the public and business communities. Potential projects include assisting to organize a public health/food safety refresher course for restaurant owners/chefs in an effort to reduce potential for food borne illness and increase restaurant health scores; assisting in streamlining communication between the Department and local businesses; and assisting directly with the development of a mosquito control plan.

CONTRACT PERIOD: Summer 2016

IF APPLICABLE

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

Federal: N/A
State: N/A
City: N/A
Other: Technical Assistance

A Resolution by the Bridgeport City Council

Regarding the

National Environmental Health Association

National Environmental Public Health Internship Program

WHEREAS, the **National Environmental Health Association** is authorized to extend financial assistance to municipalities in the form of grants; and

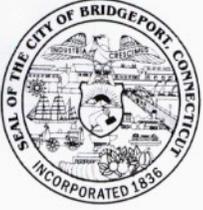
WHEREAS, this funding has been made possible through the **National Environmental Public Health Internship Program**; and

WHEREAS, funds under this grant will be used to support an environmental health intern; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **National Environmental Health Association** for an environmental health intern.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **National Environmental Health Association** for the purpose of its **National Environmental Public Health Internship Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Health Director**, to execute and file such application with the **National Environmental Health Association** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

COMM. 79-15 Ref'd to ECD&E Committee
on 03/21/2016

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

March 11, 2016

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

Re: Resolution – **Centers for Disease Control and Prevention Public Health Associate Program (#17445)**

Attached, please find a Grant Summary and Resolution for the **Centers for Disease Control and Prevention Public Health Associate Program (#17445)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **Centers for Disease Control and Prevention Public Health Associate Program (#17445)**

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

Thank you,

Autumn Hurst
Central Grants Office

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CITY CLERK'S OFFICE
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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Centers for Disease Control and Prevention Public Health Associate Program (#17445)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Health Department** is seeking technical assistance in the form of Public Health Fellow assigned to the Department by the Center for Disease Control and Prevention (CDC). The Public Health Associate Program (PHAP) is a two-year, on-the-job training program funded by CDC. Associates are paid directly by CDC. The City currently employs an Associate whose term of service ends in October 2016 and is seeking a new fellow who would be assigned to work on issues related to chronic disease awareness and prevention. Issues such as obesity, heart disease/high blood pressure, diabetes, and smoking all fall within the top 10 public health concerns of Bridgeport residents (Community Health Needs Assessment). The PHAP Associate would work to continue and expand upon Health Department work addressing these specific concerns as well as new concerns that may come to the Department's attention.

CONTRACT PERIOD: October 2016 – October 2018

IF APPLICABLE

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

Federal: N/A

State: N/A

City: N/A

Other: N/A

PROJECT FUNDS REQUESTED

Salaries/Benefits: N/A

Travel: N/A

Equipment: N/A

Printing: N/A

***Grant provides technical assistance only**

A Resolution by the Bridgeport City Council

Regarding the

Centers for Disease Control and Prevention

Public Health Associate Program

WHEREAS, the **Centers for Disease Control and Prevention** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Public Health Associate Program**; and

WHEREAS, funds under this grant will be used to place a Public Health Associate within the Health Department to work on issues of chronic disease awareness and prevention; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **Centers for Disease Control and Prevention** for a Public Health Associate.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Centers for Disease Control and Prevention** for the purpose of the **Public Health Associate Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Health Department**, to execute and file such application with the **Centers for Disease Control and Prevention** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

COMM. #80-15 Ref'd to ECD&E Committee
on 03/21/2016

March 14, 2016

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

Re: Resolution – **Robert Wood Johnson Foundation Systems for Action Grant Program (#17292)**

Attached, please find a Grant Summary and Resolution for the **Robert Wood Johnson Foundation Systems for Action Grant Program (#17292)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **Robert Wood Johnson Foundation Systems for Action Grant Program (#17292)**

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

Thank you,

Autumn Hurst
Central Grants Office

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2016 MAR 15 A 10:39
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Robert Wood Johnson Foundation Systems for Action Grant Program (#17292)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Health Department** in partnership with Council of Churches Greater Bridgeport (CCBG), Sacred Heart University, University of Connecticut, and Bridgeport Hospital is seeking funding from the Robert Wood Johnson Foundation to create a sustainable, innovative system linking community food programs, public health, and hospital care. Funding would be used to implement and evaluate, a three-tiered strategy for improving health among low-income Bridgeport food pantry patrons. The proposed project will enable a natural experiment to examine how food pantry patron's health outcomes and medical care costs (emergency department usage) vary by community food program services and delivery systems used. The project will:

- Facilitate client information sharing among CCBG sponsored food pantry programs, Bridgeport Hospital, and a network of social service providers through an electronic data linkage system;
- Seek to improve health and well-being and deter emergency department use for non-life threatening health issues among food pantry patrons through the introduction of part-time Community Health Workers (CHWs) and Housatonic Community College CHW interns working at food pantry sites;
- Create an Equity Support Network, which will bring together social service providers incl. project partners and representatives from State Dept. of Mental Health and Addiction Services, Greater Bridgeport Transit, and Park City Communities to strategize testable solutions to address social service needs of low-income Bridgeport residents. A portion of grant funds (approximately \$8,600/year) will be allocated to Equity Support Network to implement solutions that can be evaluated by research partners; and
- Produce peer-reviewed scientific research on the effects of above interventions on the health and well-being of Bridgeport food pantry patrons.

CONTRACT PERIOD: June 15, 2016 – June 15, 2018

IF APPLICABLE

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

Federal: \$0
State: \$0
City: \$0
Other: \$250,000

PROJECT FUNDS REQUESTED

Salaries/Benefits:	\$0
Travel:	\$0
Supplies:	\$0
Contractual:	\$250,000
Other:	\$0

The City of Bridgeport, a 2015 Robert Wood Johnson Foundation Culture of Health Prize Winner, will serve as lead applicant and fiduciary agent. Funding will be distributed to contractual partners as follows:

- Sacred Heart University (\$39,528) and University of Connecticut (\$52,181) to oversee, conduct, and distribute all research;
- Council of Churches Greater Bridgeport (\$156,806) for primary project oversight incl. hiring and housing of project staff (part-time Project Manager, 7 part-time Community Health Workers), development of electronic data linkage (hiring of Computer Support Specialist, purchasing equipment and software necessary for roll out at food pantries), and distributing funds to Equity Support Network;
- Dr. Katie Martin (\$1,485) to conduct necessary training for Community Health Workers, who will be food pantry patrons hired for purpose of project.

A Resolution by the Bridgeport City Council

Regarding the

Robert Wood Johnson Foundation

Systems for Action Grant Program

WHEREAS, the **Robert Wood Johnson Foundation** is authorized to extend financial assistance to municipalities in the form of grants; and

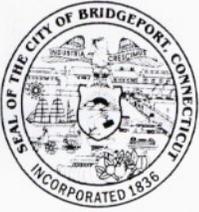
WHEREAS, this funding has been made possible through the **Systems for Action Grant Program**; and

WHEREAS, funds under this grant will be used to support the implementation and evaluation of a sustainable, innovative system linking community food programs, public health, and hospital care; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **Robert Wood Johnson Foundation** to support the implementation and evaluation of a sustainable, innovative system linking community food programs, public health, and hospital care.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **the Robert Wood Johnson Foundation** for the purpose of its **Systems for Action Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Health Director**, to execute and file such application with the **Robert Wood Johnson Foundation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

COMM. #81-15 Ref'd to ECD&E Committee
on 03/21/2016

March 11, 2016

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

Re: Resolution – **United Way Worldwide Fund for Progress on Race in America Grant Program (#17316)**

Attached, please find a Grant Summary and Resolution for the **United Way Worldwide Fund for Progress on Race in America Grant Program (#17316)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **United Way Worldwide Fund for Progress on Race in America Grant Program (#17316)**

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

Thank you,

Autumn Hurst
Central Grants Office

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ATTACHED



GRANT SUMMARY

PROJECT TITLE: **United Way Worldwide Fund for Progress on Race in America Grant Program (#17316)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Mayor's Office** is seeking funding from the United Way Worldwide Fund for Progress on Race in America Grant Program to support the My Brother's Keeper (MBK) Initiative's Shine a Light Bridgeport project. The Shine a Light Bridgeport project's overarching goal is to acknowledge, raise awareness of, and address racism, racial divisiveness, and discrimination in Bridgeport. The project will build upon work by the MBK Initiative to address racial disparities in opportunity for Bridgeport youth and will provide new and unique opportunities for training young social justice advocates. To do this, the MBK Initiative will bring together a group of 20 high-school aged youth from the MBK Youth Action Team to undertake a multi-tiered strategy incorporating formal training for community leaders (including youth), targeted educational programming for MBK participants, and a series of focused community town hall meetings on race and racial discrimination.

- The MBK Initiative will offer an in-depth, two and a half day "Undoing Racism" training from the People's Institute for Survival and Beyond, a national and international collective of anti-racist, multicultural community organizers and educators, to 40 Bridgeport residents selected through a short application process (10-15 spaces reserved for youth).
- Twice monthly educational workshops and two field trips for MBK Action Team Members will address issues of racial and ethnic identity, the causes and effects of racism and racial divisiveness, the history of social justice movements in and around the region, and will provide youth with concrete skills in social media use, marketing, and public speaking.
- MBK Youth Action Team Members will use lessons learned from training and other educational opportunities to organize and conduct a series of three community town hall meetings focused on race and racial discrimination. Team Members will use these meetings to draft recommendations for acknowledging and addressing racism, racial divisiveness, and discrimination to government and community leadership.

CONTRACT PERIOD: June 2016 – July 2017

IF APPLICABLE

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

Federal: \$0

State: \$0

City: \$0
Other: \$40,000

PROJECT FUNDS REQUESTED

Salaries/Benefits: \$0
Travel: \$5,000
Supplies: \$700
Contractual: \$24,840
Other: \$9,460

A Resolution by the Bridgeport City Council

Regarding the

United Way Worldwide

Fund for Progress on Race in America Grant Program

WHEREAS, United Way Worldwide is authorized to extend financial assistance to municipalities in the form of grants; and

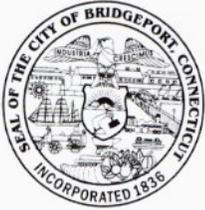
WHEREAS, this funding has been made possible through the **Fund for Progress on Race in America;** and

WHEREAS, funds under this grant will be used by the My Brother's Keeper Initiative to raise awareness of and address racism and racial divisiveness in Bridgeport through targeted programming opportunities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Mayor's Office** submits an application to **United Way Worldwide Fund for Progress on Race in America** for the Shine a Light Bridgeport project.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **United Way Worldwide Fund for Progress on Race in America** for the purpose of its **Fund for Progress on Race in America Grant Program;** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants Office,** to execute and file such application with **United Way Worldwide Fund for Progress on Race in America** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

COMM. #82-15 Referred to ECD&E Committee
on 03/21/2016

JOSEPH P. GANIM
Mayor

DAVID M. KOORIS
Director

March 11, 2016

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

Re: Resolution – **Centers for Disease Control and Prevention Public Health Associate Program (#17300)**

Attached, please find a Grant Summary and Resolution for the **Centers for Disease Control and Prevention Public Health Associate Program (#17300)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **Centers for Disease Control and Prevention Public Health Associate Program (#17300)**

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

Thank you,

Autumn Hurst
Central Grants Office

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2016 MAR 15 A 10:39
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Centers for Disease Control and Prevention Public Health Associate Program (#17300)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

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

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Health Department** is seeking technical assistance in the form of Public Health Fellow assigned to the Department by the Center for Disease Control and Prevention (CDC). The Public Health Associate Program (PHAP) is a two-year, on-the-job training program funded by CDC. Associates are paid directly by CDC. The City is seeking a fellow who would be assigned to work on issues related to health department accreditation. In an effort to improve health services and ensure continued growth and success, the Health Department is seeking accreditation from the Public Health Accreditation Board. For several years, the Department has been collecting necessary data and expects that it will submit its application and initiate the accreditation process this year. The PHAP Associate would work with the Department as it completes the requirements necessary for achieving accreditation.

CONTRACT PERIOD: October 2016 – October 2018

IF APPLICABLE

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

Federal: N/A

State: N/A

City: N/A

Other: N/A

PROJECT FUNDS REQUESTED

Salaries/Benefits: N/A

Travel: N/A

Equipment: N/A

Printing: N/A

***Grant provides technical assistance only**

A Resolution by the Bridgeport City Council

Regarding the

Centers for Disease Control and Prevention

Public Health Associate Program

WHEREAS, the **Centers for Disease Control and Prevention** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Public Health Associate Program**; and

WHEREAS, funds under this grant will be used to place a Public Health Associate within the Health Department to work on health department accreditation; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **Centers for Disease Control and Prevention** for a Public Health Associate.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Centers for Disease Control and Prevention** for the purpose of the **Public Health Associate Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Health Department**, to execute and file such application with the **Centers for Disease Control and Prevention** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

COMM. 83-15 Ref'd to Miscellaneous Matters Committee
on 03/21/2016

TO: Lydia Martinez – City Clerk

FROM: Mayor Joseph P. Ganim 

DATE: March 16, 2016

RE: Boards & Commissions

Please place the following name on the March 21, 2016 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Zoning Board of Appeals**:

Michael Piccirillo (D)
26 Pearsall Place
Bridgeport, CT 06605

This will replace the seat held by Kelly Perez and her term expired on December 31, 2017.

JPG/

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CITY CLERK'S OFFICE
2016 MAR 16 P 4:56
ATTEST
CITY CLERK _____



JOSEPH P. GANIM
Mayor

OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

COMM. #84-15 Ref'd to Miscellaneous Matters Committee
on 03/21/2016

TO: Lydia Martinez – City Clerk

FROM: Mayor Joseph P. Ganim 

DATE: March 16, 2016

RE: Boards & Commissions

Please place the following name on the March 21, 2016 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Stratfield Historic District Commission**:

Kristen Alvanson (D)
65 Rusling Place
Bridgeport, CT 06604

This term expired on December 31, 2020.

JPG/

ATTEST
CITY CLERK

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2016 MAR 16 P 4: 56



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION	
Log ID/Item Number:	#77-15
Submitted by Councilmember(s):	Eneida L. Martinez
Co-Sponsors(s):	Jose R. Casco
District:	139TH
Subject:	Proposed Resolution regarding the creation of a 180 day Moratorium concerning the Requirements for Liquor Store Permits.
Referred to:	Ordinance Committee
City Council Date:	March 21, 2016

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SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the Planning and Zoning Commission(PZC) has incorporated into its Zoning and Subdivision Regulations Section 12-10a and Section 12-10b (see attachment) a requirement that there be a 1500 foot radius for a package store permit; and

WHEREAS, there is currently before the PZC a petition seeking to amend these sections and reduce the 1500 foot distance from houses of worship, schools, hospitals and commercial daycare centers requirement for proposed package stores (see attached Agenda for March 7th Meeting of PZC in regards D-1, 16-03); and

WHEREAS, there has been considerable public concern expressed on the impact on community quality of life and safety if these proposed changes or variances are allowed to go into effect; and

WHEREAS, while any requested change in the 1500 foot radius rule is subject to review by the PZC we believe that due to the exceptional public concern that the City Council has heard expressed about the proposed changes or variances that the issues be thoroughly reviewed by the City Council Committee on Ordinances; and.

WHEREAS, the Committee on Ordinances should review the issues and community concerns with an eye on the feasibility of the creation of a City Ordinance that addresses all the issues and concerns surrounding the 1500 foot requirement and make recommendations on changes to the Code of Ordinances that addresses them; and

WHEREAS, a Moratorium of 180 days be placed on the PZC making any changes to its Zoning Regulations as amended October 26, 2015 concerning Section 12-10a and 12-10b or issuing any variances to those sections; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby requests that a 180 day Moratorium be placed on the Planning and Zoning Commission making any changes to Sections 12-10a and 12-10b or issuing any variances to those sections and further that the Committee on Ordinances study all aspects of the issues and concerns raised by the community, determine the feasibility of creating a City Ordinance that addresses those concerns, and report back to the City Council with any recommendations.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VII COMMITTEE ACTION/APPROVAL INFORMATION

Approved by Committee:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Tabled:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

Counter Copy

**ZONING & SUBDIVISION
REGULATIONS**

Planning and Zoning Commission



**CITY OF BRIDGEPORT
CONNECTICUT**

Adopted November 30, 2009

Effective January 1, 2010

Amended to October 26, 2015

- c. Secondary and emergency routes.
- d. Capacity of area roads and public transportation.
- e. Impact of the proposed use on levels of service on area streets.
- f. Relationship of facility traffic to existing area traffic.
- g. Other appropriate information, as requested by the Planning and Zoning Commission, designed to accurately determine the traffic impact of the use on the neighboring areas.

Section 12-10 Liquor Control Regulation

A use involving the sale of alcohol shall comply with the conditions below in addition to any other local or State Liquor Control Standards regarding the type of liquor control permit set forth for the sale of alcoholic liquor, and shall require a Liquor Permit to be issued by the Zoning Enforcement Officer.

- a. **Package Stores:** No use for which a package store permit is required under Chapter 545, Section 30-1 through 30-115 of the Connecticut General Statutes may be located so that an entrance to such use is within a 1,500-foot radius of a Lot containing a house of worship, school, hospital, commercial day care center, or another use requiring an all-alcoholic liquor package store permit. Notwithstanding this limitation, a use for which a package store permit was issued and valid at the time of the adoption of these Regulations may move to another building or premises within a 750-foot radius of the building or premises containing the use for which the package store permit was issued.
- b. **Separation of Liquor Permits:** No building or premises with a liquor permit issued by the State Liquor Control Commission, other than a full service restaurant as defined by the State Liquor Control Commission, shall be used either in whole or in part for the sale of alcoholic liquor if any entrance to such building or premises within the territorial limits of the city of Bridgeport shall be within 1,500 feet in any direction from the entrance to any other building or premises which shall be used for the sale of alcoholic liquor whether it is of the same or of a different class or permit.
- c. **Change in Liquor Permit Type:** Any requested change in the kind of liquor permit for a use that is subject to the 1,500-foot rule, as provided above in Separation of Liquor Permits, shall be subject to review by the Zoning Board of Appeals, with the exception of a proposed change to a full service restaurant as defined by the State Liquor Control Commission.
- d. **Termination of Privilege of Liquor Use of Premises:** For any building or premises subject to the 1,500-foot area described above in Separation of Liquor Permits, such premises shall not again be used for the sale of alcoholic liquor under any of such permits, unless within sixty (60) consecutive days after said premises shall have ceased to be so used it shall again be occupied and actually used for the sale of alcoholic liquor under a permit issued by said Liquor Control Commission of the

same class as that last issued by it with reference to said premises, as per Section 30-6-A6 of the State Liquor Control regulations.

- e. **Liquor Use of Certain Nonconforming Premises:** No building or premises devoted to a nonconforming use in any residence zone shall be used for the sale of alcoholic liquor under any tavern, restaurant, or alcoholic liquor package store permit issued by said Liquor Control Commission. No building or premises in any residence zone which shall be used in whole or in part for the sale of alcoholic liquor under any grocery store or package store beer permit shall be used for the sale of alcoholic liquor under any tavern, restaurant, or all-alcoholic liquor package store permit issued by said Liquor Control Commission. No building or premises in any residence zone which shall be used for the sale of alcoholic liquor under any tavern or limited restaurant permit shall be used for the sale of alcoholic liquor under any restaurant or package store permit issued by said Liquor Control Commission which authorizes the sale of additional kinds of alcoholic liquor. No building or premises in any residence zone which shall be used for the sale of alcoholic liquor under any all-alcoholic liquor package store permit shall be used for the sale of alcoholic liquor under any tavern or restaurant permit issued by said Liquor Control Commission.

- f. **Shopping Centers:**
 - 1. For the purpose of this section, a shopping center shall be a group of not less than ten (10) retail stores located in an OR, OR-R, OR-G, MU-LI and I-L Zone, planned and developed as a single unit having a total ground floor building area of not less than 50,000 square feet, with immediate adjoining off-street parking facilities for not less than three-hundred and fifty (350) automobiles;

 - 2. In a shopping center, as the term is defined in subsection g.1 above, and notwithstanding the provisions of Sections 12.10.a through f hereof, such shopping center shall be permitted:
 - i. Grocery beer permits;

 - ii. Restaurant permits;

 - iii. One alcoholic liquor use for a package store pursuant to an alcoholic permit issued by the Liquor Control Commission of the State of Connecticut; and

 - iv. One additional use pursuant to an additional permit issued by the Liquor Control Commission of the State of Connecticut.

Section 12-11 Resource Production/Extraction

In industrial zones where resource production and/or extraction is allowed only as a special permit use, the following development conditions must be complied with. These conditions shall be in addition to any applicable Special Permit standards, as set forth in Section 14-4. These conditions shall apply to resource production and/or extraction not otherwise necessary for the development of an approved Site Plan or subdivision. Resource production and/or extraction includes, but is not limited to, excavation, removal and processing of sand, gravel or stone for use and sale as construction materials, and the construction of ponds, lakes, or stormwater detention facilities. This section does not

regulate the removal of rock and other resources necessitated by the preparation of the site for an approved development.

- a. **Public Health Safety and Welfare:** Applicants shall demonstrate that the proposed resource production and/or extraction activity will not be detrimental to the public health, safety and general welfare, that the activity complies with Section 4-13, Stormwater Management Regulations and with Section 11-8, General Performance Standards, and that no dangerous slopes, nuisances, or permanent damage to landscapes will be created.
- b. **Truck Route:** Applicant shall document a reasonable truck route to the satisfaction of the Planning and Zoning Commission.
- c. **Setbacks and Slopes:** No resource production or excavation may take place within 50 feet of abutting properties (100 feet if adjacent to a residential zone) or within 50 feet of the abutting street lot line. Finished grade shall not exceed a slope of 25 percent or less as necessary to stabilize the slope to allow for reasonable reuse of the land.
- d. **Fencing:** To the extent possible, resource production and/or extraction areas shall be enclosed by a fence for safety purposes. See Section 11-3-1, Landscaping and Screening. Vehicular access points shall include a gate, which shall be locked while the operation is not in progress.
- e. **Spillage:** It shall be the responsibility of the applicant, owner or operator of the facility to clean up any spillage of material that occurs off-site on area streets within 24 hours.
- f. **Restoration Plan:** When resource production and/or extraction operations are complete, the applicant shall restore the site consistent with a restoration plan submitted at the time of application prior to commencement of any activity. This restoration plan shall include final grading plans, bank stabilization plans, drainage plans, or other information necessary for the maintenance of the facility in a safe condition.

Section 12-12 Social Service Providers

In the OR, OR-G, OR-R, MU-LI and MU-EM, a social service provider facility may only operate between the hours of 7:00 a.m. to 9:00 p.m. daily. This restriction does not apply to shelters. The use shall comply with Section 14-4.

Section 12-13 Vehicle Service Facilities

Where vehicle repair facilities are permitted as a special permit use, the use must comply with Section 14-4 and the following conditions.

- a. **Vehicle Repairs:** All repairs of vehicles must occur inside a building.
- b. **Outdoor Storage:** Outdoor storage areas shall be limited to an area equal to the square footage of the principal building on-site. All stored vehicles shall be registered.

AGENDA

City of Bridgeport
Planning & Zoning Commission
Monday, March 7, 2016 at 6:45pm
In the City Hall Common Council Chambers
(rescheduled from February 29th)

A public hearing of the Planning & Zoning Commission of the City of Bridgeport, CT will be held in the City Hall on 45 Lyon Terrace, Bridgeport, relative to the following:

CITY BUSINESS

(16-07) 8-24 Referral – Petition of the Office of Planning & Economic Development (OPED) – Requesting under Sec. 8-24 of the Connecticut General Statute, a favorable recommendation to the Common Council of the City of Bridgeport for the disposition of vacant land located at **77 Johnson St.** in an R-C zone.

DEFERRED BUSINESS

D-1 (16-03) Text Amendment – Petition of Willinger, Willinger & Bucci, P.C. – Seeking to amend Section 12-10a and Section 12-10b of the Zoning Regulations of the City of Bridgeport to require a special permit and the reduction of the 1500 foot distance requirement for proposed package stores from houses of worship, schools, hospitals and commercial daycare centers and include text regarding grocery beer permits to Section 12-10b. Also, seeking to clarify that Sec.12-10 only apply to properties within the territorial limits of the City of Bridgeport.

D-2 (16-04) 44 River St. – Petition of Dattco, Inc – Seeking a site plan review and a coastal site plan review to permit the construction of a 15' x 40' concrete slab and the placement of a 6,000 gallon diesel fuel tank in the existing bus garage and repair facility in an I-L zone and coastal area.

NEW BUSINESS

(16-08) 1380 Seaview Ave. – Petition of Mia's Motors, LLC – Seeking to grant under Sec. 14-54 of the CT General Statutes an amended Certificate of Approval of Location for a Used Car Dealership license under new ownership in an R-C zone.

(16-09) 168 Union Ave. & 119 Carroll Ave. – Petition of 119 Carroll Avenue, LLC – Seeking a site plan review and a coastal site plan review to legalize the warehousing and storage of household items in the existing industrial building in an R-C zone and coastal area.

(16-11) 3030 Park Ave. – Petition of Watermark 3030 Park, LLC – Seeking a special permit and site plan review to permit the expansion of the existing residential building to now include a 9-story, 39-unit addition, as well as permitting the construction of four (4) side-by-side 2-family dwellings at the existing senior facility in an R-C zone.

(16-12) 1862-1864 North Ave. – Petition of Miguel Ulloa – Seeking a site plan review to legalize a 3-floor residential use in a 2-family dwelling in an R-B zone.

(16-13) 211 Granfield Ave. – Petition of Habitat for Humanity of Coastal Fairfield County – Seeking a subdivision of the existing 22,300 sq. ft. lot into four (4) nonconforming residential lots in an R-C zone.

(16-14) 150 & 154 Clinton Ave. – Petition of MCHAK, LLC – Seeking a zone change from R-C to MU-LI to permit the construction of a 2-story 1,280 sq. ft. warehouse building with two off-street parking spaces.

CONSENT AGENDA

OTHER MATTERS THAT MAY PROPERLY COME BEFORE THE COMMISSION

APPROVAL OF MINUTES

ADJOURNMENT

The applications & plans for all the above described matters are on file in the Zoning Department, Room 210, 45 Lyon Terrace and may be inspected between the business hours of 9am – 5pm Monday thru Friday.

**CITY OF BRIDGEPORT
PLANNING & ZONING COMMISSION
Mel T. Riley – Acting Chairperson**

Item# *60-15 Consent Calendar

Agreement with Aetna Life Insurance regarding Group Life, Accident and Health Insurance Policy for the Term Agreement April 1, 2016 through March 30, 2019.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: March 21, 2016

Attest: Lydia N. Martinez
Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: _____
4/1/16

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2016 APR -4 P 4:13
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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

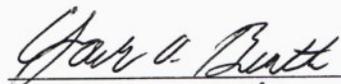
To the City Council of the City of Bridgeport:

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

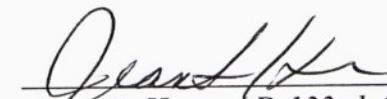
Item No. *60-15 Consent Calendar

RESOLVED, That the attached Agreement between the City of Bridgeport and Aetna Life Insurance Company regarding the Group Life, Accident and Health Insurance Policy, for the period of April 1, 2016 thru March 30, 2019, be and it hereby is, in all respects, approved, ratified and confirmed.

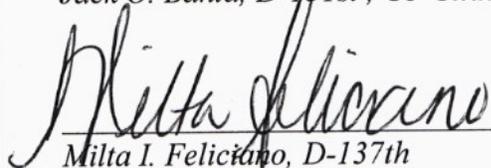
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



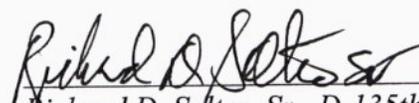
Jack O. Banta, D-131st, Co-Chair



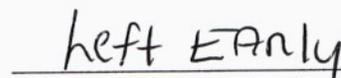
Jeanette Herron, D-133rd, Co-Chair



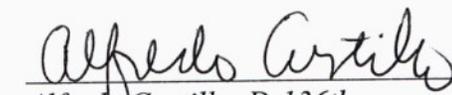
Milta I. Feliciano, D-137th



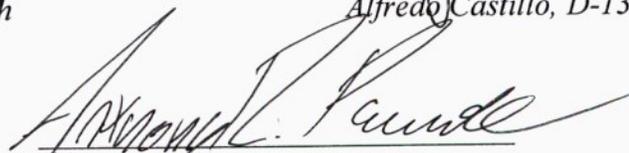
Richard D. Salter, Sr., D-135th



James Holloway, D-139th



Alfredo Castillo, D-136th



Anthony R. Paoletto, D-138th

City Council Date: March 21, 2016

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

- a policy "shell" containing general provisions relating to policyholder/insurance company matters, and
- a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

A

(GR-29N-01-01)

Group Life and Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

City of Bridgeport
(the Policyholder)

Policy Number: 737582 SCD : 67
Date of Issue: February 5, 2016
Effective Date: April 1, 2016

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on April 1 of each year.
Rates are guaranteed for a period of 3 years from initial effective date.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Connecticut.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

A handwritten signature in black ink, appearing to read 'Mark T. Bertolini', with a stylized flourish at the end.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company

Index

Cover Page – Group Life and Accident and Health Insurance Policy

Index

Special Notice

Definitions

Policy Contents

Premiums and Fees

Responsibilities of the Policyholder

Termination

General Provisions

Special Notice (GR-29N-02-01-05)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice

Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete;
- or misleading information is guilty of a felony of the third degree.

Definitions (GR-29N-03-01-01 CT)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of:

- all provisions set forth in this document;
- any Policy Attachments; and
- the provisions found in the *Booklet-Certificate* issued to covered employees and their dependents under the group plan.

A "*Booklet-Certificate*" consists of a *Booklet-Certificate* Base Document ("Booklet-Cert. Base") and any *Schedule of Benefits* ("SOB"), amendment or rider form which may be issued to support or amend the *Booklet-Certificate*.

All of the Policy Attachments and *Booklet-Certificate* documents that are part of the complete Policy are on file with both **Aetna** and the Policyholder.

Premiums and Fees (GR-29N-05-01-03 CT)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

If the Policyholder so agrees, We may determine the Premium Rates:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.

The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us:

- At any time; or
- Pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. If We declare an experience credit, We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

Aetna will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a conversion fee in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly, based upon the number of covered persons electing conversion coverage during the previous month.
- We may charge a fee in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate may be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, We will waive \$40,000 of billed premium at the inception of the initial policy term.

Notwithstanding any provision in the Policy to the contrary, We may waive up to one month's billed premium during any policy term. If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Life Insurance	Unit Benefit	
Basic	Per \$1,000 Of Insurance	\$.114
Retiree	Per \$1,000 Of Insurance	\$4.030

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Accidental	Per \$1,000 of	\$.030
Death and	Coverage	
Personal Loss		

Responsibilities of the Policyholder (GR-29N-06-01-02 CT)

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
 - Evidence of coverage elections;
 - Evidence of eligibility;
 - Changes to such elections; and
 - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Termination

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Us.

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policyholder if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer the product line to which the Policy relates;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon Aetna's written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

General Provisions (GR-29N-09-01-01)

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

(GR-29N-09-02-01)

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior

agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

(GR-29N-09-03-01 CT)

Administrative Matters. We have complete discretionary authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In performing its review, We shall have discretionary authority to determine whether and to what extent employees and beneficiaries are entitled to benefits; and construe any disputed or doubtful terms of this Policy.

We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules; and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of Certificates and disclosures prepared by Us.

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. (GR-29N-09-03-01 CT)

As to Life Insurance. The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Us in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime; or if the insurance under the Policy may be increased upon the application of the employee and the production of evidence of good health if the increase have been in force prior to the contest for 2 years during the employee's lifetime; nor unless such statement is contained in a written form signed by him or her.

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed,

proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

Item# *57-15 (Ref. #155-13) PHO Consent Calendar

Public Hearing Ordered for April 4, 2016: re Resolution Amending the City's Authorization to Dispose of Properties for the Cherry Street Adaptive Reuse Project.



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: March 21, 2016

WITHDRAWN ON 3/21/2016

Attest: _____

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *57-15 (Ref. #155-13) PHO Consent Calendar

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, April 4, 2016 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to a Resolution Amending the City's Authorization to Dispose of Properties for the Cherry Street Adaptive Reuse Project.

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

Milta I. Feliciano, D-137th, Co-Chair

M. Evette Brantley, D-132nd, Co-Chair

Mary McBride-Lee, D-135th

Michelle A. Lyons, D-134th

Aidee Nieves, D-137th

Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: March 21, 2016

WITHDRAWN on March 21, 2016

Item# *58-15 Consent Calendar

Grant Submission: re Connecticut Office of Early
Childhood for a Healthy Start Grant Program.
(Project #16267)



**Report
of
Committee
on**

CED and Environment

City Council Meeting Date: March 21, 2016

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

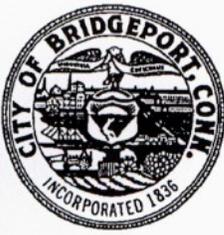
Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

4/16

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *58-15 Consent Calendar

A Resolution by the Bridgeport City Council Regarding the Connecticut Office of Early Childhood Healthy Start Grant Program

WHEREAS, the **Connecticut Office of Early Childhood** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Healthy Start Grant Program**; and

WHEREAS, funds under this grant will be used to deliver outreach, education, screening, assessment, and case management to eligible recipients; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Department of Health and Social Services**, submits an application to the **Connecticut Office of Early Childhood** to fund said services; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Connecticut Office of Early Childhood** for the purpose of the **Healthy Start Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Department of Health and Social Services**, to execute and file such application with the **Connecticut Office of Early Childhood Healthy Start 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.
3. That the Department of Central Grants and the Department of Health and Social Services shall provide the Economic, Community Development and Environment Committee with a report within six (6) months of final Council approval of the seasonal part-time employees hired with the grant funding approved herein, their respective scopes of responsibility (ies), and if and how any funds were reallocated due to the failure, if any, to hire seasonal part-time employees with this funding.

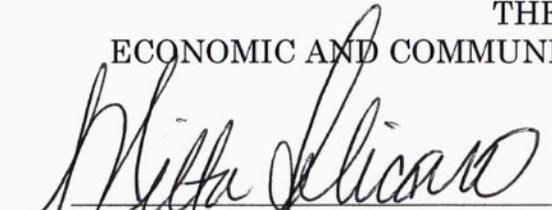


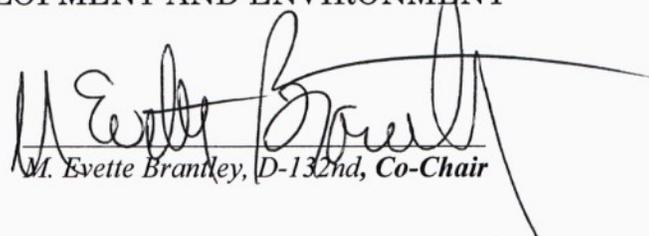
City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *58-15 Consent Calendar

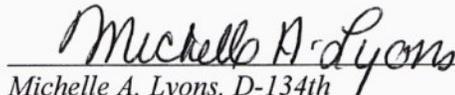
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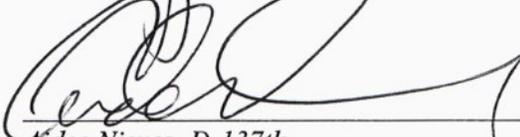
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

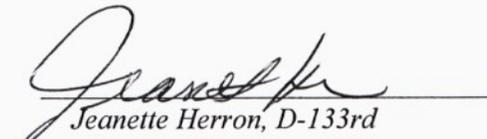

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: March 21, 2016

Item# *64-15 PHO Consent Calendar

Public Hearing Ordered for April 4, 2016: re
Disposition of City Owned Property located at 48
Trowel Street.



Report
of
Committee
on

CEQA and Environment

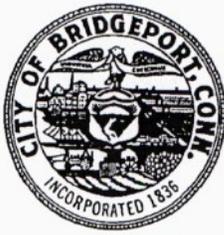
City Council Meeting Date: March 21, 2016

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: *4/1/16*

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

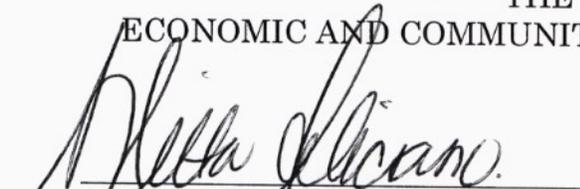
To the City Council of the City of Bridgeport:

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *64-15 PHO Consent Calendar

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, April 4, 2016 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned property located at 48 Trowel Street.

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


Milta I. Feliciano, D-137th, Co-Chair

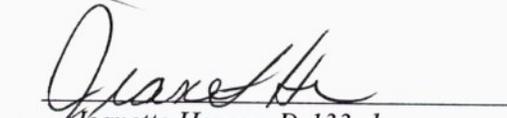

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: March 21, 2016

Item# *66-15 PHO Consent Calendar

Public Hearing Ordered for April 4, 2016: re
Disposition of four City Owned Property located
within the Seaview Avenue Industrial Park.



Report
of
Committee
on

CEQD and Environment

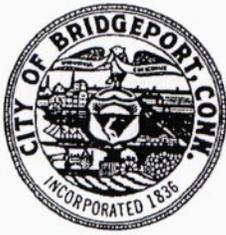
City Council Meeting Date: March 21, 2016

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: *4/1/16*

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CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

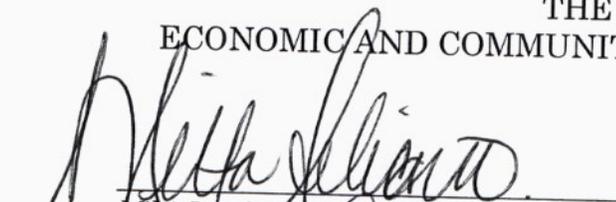
The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

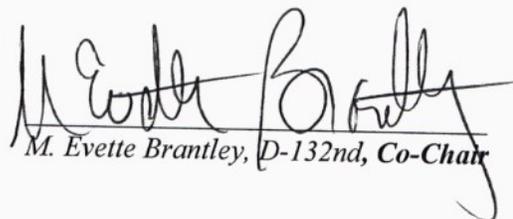
Item No. *66-15 PHO Consent Calendar

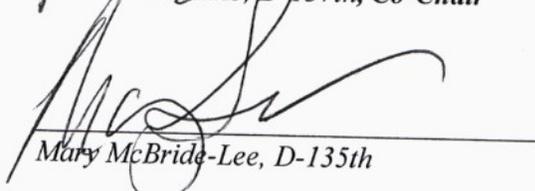
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, April 4, 2016 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of four properties within the Seaview Avenue Industrial Park.

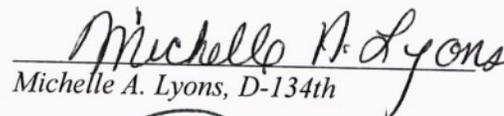
- 397-403 Bunnell Street
- 447-449 Bunnell Street
- 455-457 Bunnell Street
- 461-463 Bunnell Street

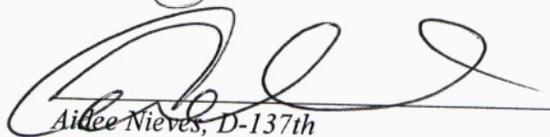
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Miltra D. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Ailee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: March 21, 2016



JOSEPH P. GANIM
Mayor

CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

JANENE HAWKINS
Director

April 15, 2016

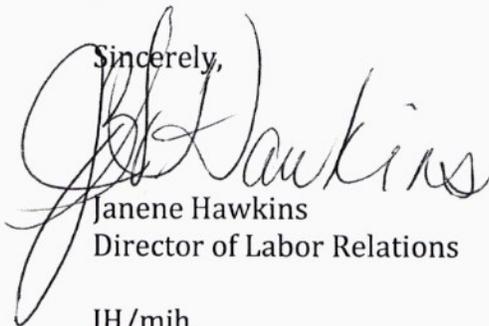
Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: Nurses, Local 1199 Contract

Dear Honorable Members:

As a submitter of Item #56-15, the Office of Labor Relations hereby respectfully withdraws the matter as being moot. Kindly be advised that the pertinent collective bargaining agreement with the Nurses, Local 1199 is in effective pursuant to the provisions of C.G.S. Sec. 7-474 (b).

Sincerely,



Janene Hawkins
Director of Labor Relations

JH/mjh

pc: Joseph P. Ganim, Mayor
Joao Gomes, Chief Administrative Officer
Nestor Nkwo, Director of OPM
R. Christopher Meyer, City Attorney
File

ATTEST
CITY CLERK

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 56-15

RESOLVED, That the attached collective bargaining agreement between the City of Bridgeport and New England Health Care Employees Union, Local 1199, SEIU (Nurses) regarding the terms and conditions of employment for their members, for the period of July 1, 2012 thru June 30, 2019, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jack O. Banta, D-131st, Co-Chair

Jeanette Herron, D-133rd, Co-Chair

Milta I. Feliciano, D-137th

Richard D. Salter, Sr., D-135th

James Holloway, D-139th

Alfredo Castillo, D-136th

Anthony R. Paoletto, D-138th

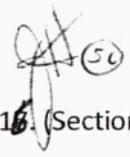
City Council Date: March 21, 2016

Tabled and referred back to committee by full City Council on: March 21, 2016

To: Dave Ryan and Larry Fox
Re: TA Covering Bridgeport School and Clinic Nurses
From: John M. Creane 
Date: January 28, 2016

The following is the TA reached with the City for a successor contract, modifying the expired contract.

1. Term- July 1, 2012- June 30, 2019
2. Wages- Across the board and on all steps; Retroactive wage increases for 7/1/12, 7/1/13, 7/1/14 and 7/1/15 to be made in a lump sum payment upon ratification of contract:

7/1/12 2%
7/1/13 2.5% 
7/1/14 2.5%
7/1/15 2.5%
7/1/16 2%
7/1/17 2%
7/1/18 2%
3. Direct Deposit- mandatory as of 7/1/16 for all bargaining unit employees (Sec. 15-8)
4. In Service Training and Conferences-
Remains at \$8,000, split \$7,500 for Public Health Nurses and \$500 for Nurse Practitioners (Sec 25-5).
5. CBA Negotiations- Limit number of nurses released at any time to five (5), with 1 from clinic and 4 school nurses (Sections 11-2 and 25-7).
6. Post-Employment Medical Benefits-
Eliminated for employees hired on or after July 1, 2016.  (Sections 18-12 to 18-14 and side letter 3).
7. Labor Management Committee- (new) Section 25-7:
"The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items

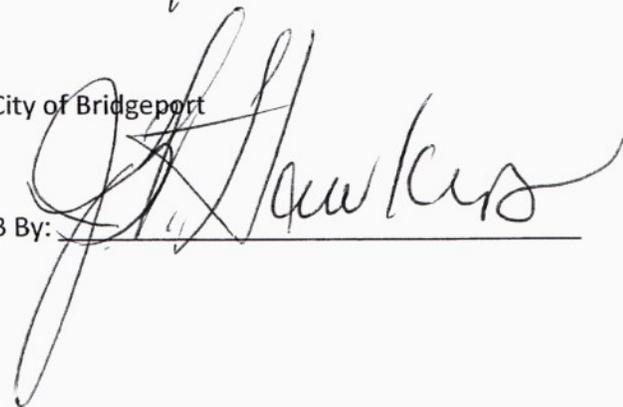
for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time. "

- 8. Flu shot- annual flu shot paid by employer (Appendix B).

1199 New England Health Care Employees Union, District 1199, SEIU

By: 

Date: 1/28/16

City of Bridgeport
By: 

Date: 1/28/16

Item#73-15 (Ref. #192-14)

*Partial Street Discontinuances Approved for Portions
of Hancock, Howard, and Railroad Avenue.
Adopted on: November 2, 2015.*



**Report
of
Special Committee**

City Council Meeting Date: March 21, 2016

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: *3/11/16*

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ATTEST
CITY CLERK



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

DAVID M. KOORIS
Director

Mayor

Item #73-15 (Ref. # 192-14) Special Committee Report on 03/21/2016.

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

February 22, 2016

Re: City Council Item #192-14
City Council Acceptance of Special Committee Report
Partial Street Discontinuances – Hancock, Howard, Railroad Avenue

Dear City Clerk and Honorable Members of the City Council:

In connection with previously approved Council Item #192-14, please find attached the "Special Committee Report" issued with respect to the partial street discontinuances approved for portions of Hancock, Howard, and Railroad Avenue.

Per the direction of Associate City Attorney Ron Pacacha, I request that an Agenda Item for Immediate Consideration be placed on the Council's 3/21/16 agenda to allow for the Council to Vote to Accept the Special Committee Report.

The Council's acceptance of the Special Committee Report will finalize the street discontinuances authorized by the Council's previous approval of Item #192-14.

Truly Yours,


Bill Coleman
Director of Neighborhood Development

C: David Kooris, Director
Ron Pacacha, Associate City Attorney
Jon Urquidi, City Engineer

Item #73-15 (Ref. # 192-14) Special Committee Report

SPECIAL COMMITTEE REPORT

To the City Council of the City of Bridgeport:

Re: Item No. 192-14

Request to Discontinue Portions of Hancock Avenue, Railroad Avenue, and Howard Avenue (collectively, the "Street" or "Streets")

The Special Committee, consisting of the City Engineer, the Director of Public Facilities and the City Clerk ("Committee") appointed to finalize the street discontinuance approved by the resolution adopted by the City Council on November 2, 2015, respectfully begs leave to report that it has, in compliance with said resolution, completed activities related to the discontinuance of the said Street, and states as follows:

1. The City has sent written notice of the Council Meeting at which a final vote will be taken on the discontinuance of the Streets to all of the landowners abutting the Streets at least thirty (30) days in advance of such Council Meeting in accordance with Section 13a-49 of the Connecticut General Statutes, as amended (the "Statute").
2. The City has posted a sign at each end of each Street indicating the date on which the Council Meeting is to be held in accordance with the requirements of the Statute.
3. The City Council has scheduled and held a meeting of the landowners abutting the Street and heard their comments, if any, on March 21, 2016.
4. Access to all public utilities lying in the said Streets, if any, including those of the City of Bridgeport Water Pollution Control Authority, have either been relocated or shall remain in place with such rights to remain being secured by appropriate easements recorded or to be recorded in the land records if deemed necessary by the City Engineer.

The Committee confirms that the Street shall be discontinued according to the following description thereof:

See Written Description Attached Hereto

If a survey has been prepared, the above description is consistent with the following map filed or to be filed in the Bridgeport Land Records and the Office of the City Engineer:

Map # ____ (copy attached)

Filed on _____

Map Volume ____ at Page ____

Entitled: Right of Way Survey

Dated: February 16, 2016

Last Revision: February 16, 2016

Scale: 1" = 30'

Prepared by: Langan Engineering and Environmental Services, New Haven, Connecticut

The above discontinuance action will be provided to the Tax Assessor for purposes of property assessment for land that is no longer encumbered by a street right-of-way and to other Departments having jurisdiction. A Notice of Discontinuance containing the above description of the Streets will be filed in the Bridgeport Land Records.

The City Council's acceptance of the Special Committee Report constitutes its approval of the following resolution:

RESOLVED, that the City Council approves the Special Committee Report, the same is hereby accepted into the records of the City Council, and the Council declares that the street discontinuance process described therein has been completed.

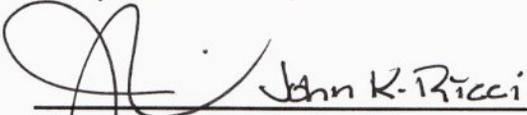
FURTHER RESOLVED, that the City Clerk and the City Engineer are directed to take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this ____ day of February, 2016.

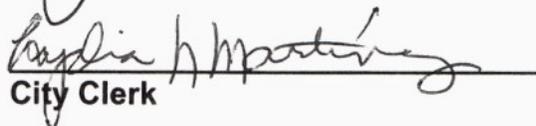
SPECIAL COMMITTEE



City Engineer



John K. Ricci
Director of Public Facilities



City Clerk

Enclosure:

**A-2 Survey of Discontinued Streets
Written Description (Metes and Bounds Description of Discontinued Portions of
the Streets)**

18 February 2016
140103901

**WRITTEN DESCRIPTION
PARTIAL DISCONTINUANCE AREA AND
PEDESTRAIN ACCESS & UTILITY EASEMENT
HANCOCK AVENUE, HOWARD AVENUE & RAILROAD AVENUE
BRIDGEPORT, CONNECTICUT**

Beginning at a point in the intersection of the northerly side of Cherry Street and the former easterly side of Hancock Avenue, said point being the southwest corner of land now or formerly of The City of Bridgeport, known as #80 Cherry Street;

Thence S 83° 40' 08" W along the northerly side of Cherry Street a distance of 21.00' to a point;

Thence N 06° 19' 28" W along the new street line of Hancock Avenue a distance of 415.90' to a point;

Thence N 83° 40' 08" E along the new street line of Railroad Avenue a distance of 608.12' to a point;

Thence S 06° 19' 28" E along the new street line of Howard Avenue a distance of 415.90' to a point;

Thence S 83° 40' 08" W along the northerly side of Cherry Street a distance of 17.05' to a point;

Thence N 06° 19' 28" W along the former street line of Howard Avenue a distance of 400.10' to a point;

Thence S 83° 40' 08" W along the former street line of Railroad Avenue a distance of 570.07' to a point;

Thence S 06° 19' 28" E along the former street line of Hancock Avenue a distance of 400.10' to the point of beginning;

Containing approximately 24,836 Square Feet (0.57016 Acres).

This description is prepared in accordance with a plan entitled, "Right of Way Survey, Partial Discontinuance of Hancock Avenue, Howard Avenue & Railroad Avenue, Bridgeport, Connecticut", scale: 1"=30', dated: February 16, 2016, prepared by Langan CT, Inc., Drawing No. PR201, Sheet 1 of 1.

Item# 74-15 (Ref. #35-98)

Discontinuance of a portion of Quarry Street between
Ezra Street and Stevens Street.
Adopted on: November 1, 1999.



Report
of
Special Committee

City Council Meeting Date: March 21, 2016

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph F. Ganim
Joseph F. Ganim, Mayor

Date Signed: 4/1/16

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ATTEST
CITY CLERK



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

Item #74-15 (Ref. # 35-98) Special Committee Report on 03/21/2016.

TO: Honorable City Council

FROM: Lynn Haig *Wsh*
Senior Planner

DATE: March 2, 2016

RE: Street Discontinuance – A Portion of Quarry Street, Between Ezra Street and Stevens Street

OPED respectfully requests the City Council to accept into their records the accompanying Special Committee Report regarding discontinuance of a portion of Quarry Street between Ezra Street and Stevens Street.

The process for a street discontinuance was followed in 1999 regarding Quarry Street, except for the oversight of the Special Committee Report acceptance. Steps in this process include:

- Formal request of City Council to discontinue street
- City Clerk refers request to various departments
- City Council refers request to Committee on Public Safety and Transportation
- Committee reviews supporting documentation for discontinuance, including 8-24 referral from Planning & Zoning Commission.
- Committee makes recommendation to Council on approval of discontinuance
- Special Committee Report (joint report of Public Facilities Director, City Engineer, City Clerk) prepared and submitted to City Council
- City Council accepts Special Committee Report and approves discontinuance

In October, 2015 Section 13a-49 of the Connecticut General Statutes was amended to include additional steps in the street discontinuance process. These include a meeting of property abutters before the City Council, which is preceded by no less than a 30 day written notice to said abutters and the posting of signs at either end of the street proposed for discontinuance. This Meeting of Abutters has been requested to occur at the City Council meeting concurrent with discussion of this matter.

Acceptance of the Special Committee Report, along with the holding of a Meeting of Abutters, will satisfy all current requirements for the proper discontinuance of a portion of Quarry Street.

Item #74-15 (Ref. # 35-98) Special Committee Report

SPECIAL COMMITTEE REPORT

To the City Council of the City of Bridgeport:

Re: Item No. ____ - ____

Request to Discontinue a Portion of Quarry Street ("Street") between Ezra Street and Stevens Street

The City Council previously approved the discontinuance of this Street. See the attached Agenda and minutes of the City Council Meeting held November 1, 1999. The discontinuance was not a regular agenda item but was introduced and passed pursuant to a request to suspend the rules and add the item to the agenda on page 5.

In the interim, a Special Committee Report should have been submitted to the City Council to complete the discontinuance process, but never was. The Special Committee requests that the City Council complete the discontinuance process by accepting this Special Committee Report into its records.

The Special Committee, consisting of the City Engineer, the Director of Public Facilities and the City Clerk ("Committee") appointed to finalize the street discontinuance approved by the resolution adopted by the City Council on November 1, 1999, respectfully begs leave to report that it has, in compliance with said resolution, completed activities related to the discontinuance of the said Street, and states as follows:

1. The City has sent written notice of the Council Meeting at which a final vote will be taken on the discontinuance of the Street to all of the land owners abutting the Street at least thirty (30) days in advance of such Council Meeting in accordance with Section 13a-49 of the Connecticut General Statutes, as amended (the "Statute").
2. The City has posted a sign at each end of the Street indicating the date on which the Council Meeting is to be held in accordance with the requirements of the Statute.
3. The City Council has convened a meeting of the landowners abutting the Street in accordance with the requirements of the Statute and received their comments, if any.
4. Access to all public utilities lying in the said Street, if any, including those of the City of Bridgeport Water Pollution Control Authority, have either been relocated or shall remain in place with such rights to remain

being secured by appropriate easements recorded or to be recorded in the land records if deemed necessary by the City Engineer.

The Committee confirms that the Street should be discontinued according to the following description thereof:

“The Street is a paper street having an area approximately 50’ x 200’ in dimension located between Ezra Street and Stevens Street as shown on the attached maps.”

The Council’s favorable action on this discontinuance will be provided to the Tax Assessor for purposes of property assessment of land that is no longer encumbered by a street right-of-way and to other Departments having jurisdiction. A Notice of Discontinuance containing the above description of the Street will be filed in the Bridgeport Land Records.

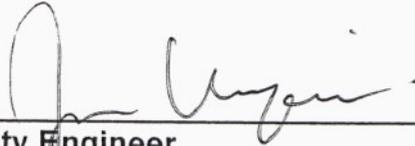
The City Council, by accepting the Special Committee Report into its records, adopts the following resolution:

RESOLVED, that the City Council approves the Special Committee Report, accepts the same into the records of the City Council, and declares that the street discontinuance process described therein has been completed.

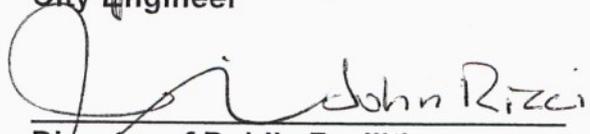
FURTHER RESOLVED, that the City Clerk and the City Engineer are directed to take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this 2nd day of ~~February~~^{March}, 2016.

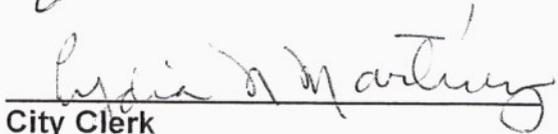
SPECIAL COMMITTEE



City Engineer



Director of Public Facilities



City Clerk

Enclosure:
City Council Agenda and Minutes dated November 1, 1999
Maps (2)

bing Quarry St, Bridgeport, Connecticut, United States

Road Bird's eye Traffic Fullscreen Print Share

World • United States • CT • Fairfield Co • Bridgeport • North End

Quarry St, Bridgeport, CT
06606
Directions Save Zoom Send



AGENDA

CITY COUNCIL MEETING

NOVEMBER 1, 1999

Prayer

Pledge of Allegiance

Roll Call

Approval of City Council Minutes: October 4, 1999.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 355-98 Communication from Human Resources Department re 1999-2000 Social Services Block Grant, **FOR IMMEDIATE CONSIDERATION.**
- 356-98 Communication from Human Resources Department re School to Work Transition Grant, **FOR IMMEDIATE CONSIDERATION.**

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

- *357-98 Budget and Appropriations Committee report re Budget Transfer for Benefits Office from Police Heart and Hypertension to Health Insurance.
- *352-98 Contracts Committee report re Amended Agreement between City of Bridgeport and RCL Associates, LLC and DeCarlo and Doll, Inc., regarding Kennedy Stadium Renovations.

MATTERS TO BE ACTED UPON:

- 234-98 Ordinance Committee report re Amending Sec. 8.90.040, Tobacco Ordinance.
- 320-98 Ordinance Committee report re Amending Sec. 2.06.040, Reimbursement of Council Members Expenses.
- 311-98 Public Safety and Transportation Committee report re Chestnut Street Lights.

**MINUTES
CITY OF BRIDGEPORT, CONNECTICUT
CITY COUNCIL
NOVEMBER 1, 1999**

The meeting was called to order at 7:05 p.m. by Mayor Joseph Ganim.

PRAYER

Council member Holloway led the prayer.

PLEDGE OF ALLEGIANCE

Council member Finch led the assembly in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk, Fleeta Hudson, called the Roll:

PRESENT: Councilmembers Crossin; Grogins; Ayala; Walsh;
Driscoll; Covino; Fabrizi; Allen; Finch; McGinnis; Ayala; Martinez;
Curwen; Marella; Holloway; Bean

APPROVAL OF CITY COUNCIL MINUTES: OCTOBER 4, 1999

Correct minutes to add and make part of the record item 353-98

- ** COUNCILMEMBER BEAN MOVED TO ACCEPT THE MINUTES AS CORRECTED
- ** COUNCIL MEMBER CURWEN SECONDED
- ** MOTION PASSED WITH ONE (1) ABSTENTION (COUNCILMEMBER FINCH)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

** COUNCILMEMBER MARELLA MOVED THE FOLLOWING
ITEM FOR IMMEDIATE CONSIDERATION

355-98 COMMUNICATION FROM HUMAN RESOURCES
DEPARTMENT RE 1999-2000 SOCIAL SERVICES
BLOCK GRANT, *FOR IMMEDIATE CONSIDERATION*

** COUNCILMEMBER FINCH SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCILMEMBER MARELLA MOVED THE FOLLOWING
ITEM FOR IMMEDIATE CONSIDERATION

356-98 COMMUNICATION FROM HUMAN RESOURCES
DEPARTMENT RE SCHOOL TO WORK TRANSITION
GRANT *FOR IMMEDIATE CONSIDERATION*

** COUNCILMEMBER FINCH SECONDED
** MOTION PASSED UNANIMOUSLY

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

** COUNCILMEMBER CURWEN MOVED THE CONSENT
CALENDAR

*357-98 BUDGET AND APPROPRIATIONS COMMITTEE
REPORT RE BUDGET TRANSFER FOR BENEFITS
OFFICE FROM POLICE HEART AND HYPERTENSION
TO HEALTH INSURANCE

*352-98 CONTRACTS COMMITTEE REPORT RE AMENDED
AGREEMENT BETWEEN CITY OF BRIDGEPORT AND
RCL ASSOCIATES, LLC AND DECARLO AND DOLL,
INC., REGARDING KENNEDY STADIUM
RENOVATIONS

- ** COUNCILMEMBER DRISCOLL SECONDED
- ** MOTION PASSED UNANIMOUSLY

MATTERS TO BE ACTED UPON:

- ** COUNCILMEMBER DRISCOLL MOVED THE FOLLOWING
ITEM

234-98 ORDINANCE COMMITTEE REPORT RE AMENDING
SEC. 8.90.040, TOBACCO ORDINANCE

- ** COUNCILMEMBER CURWEN SECONDED
- ** MOTION PASSED UNANIMOUSLY

- ** COUNCILMEMBER DRISCOLL MOVED THE FOLLOWING
ITEM

320-98 ORDINANCE COMMITTEE REPORT RE AMENDING
SEC. 2.08.040, REIMBURSEMENT OF COUNCIL
MEMBERS EXPENSES

- ** COUNCILMEMBER CURWEN SECONDED
- ** MOTION PASSED UNANIMOUSLY

- ** COUNCILMEMBER CURWEN MOVED THE FOLLOWING
ITEM

311-98 PUBLIC SAFETY AND TRANSPORTATION
COMMITTEE REPORT RE CHESTNUT STREET
LIGHTS

- ** COUNCILMEMBER DRISCOLL SECONDED
- ** MOTION PASSED UNANIMOUSLY

- ** COUNCILMEMBER DRISCOLL MOVED TO RE-CONSIDER
ITEM AND AMEND 301-98

Councilmember Driscoll read the changes made to the ordinance.

** COUNCILMEMBER CURWEN SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCILMEMBER WALSH MOVED THE FOLLOWING ITEM

312-98 AMENDING SEC. 3.08.070, CITY CONTRACT AND
PURCHASING PROCEDURES

** COUNCILMEMBER DRISCOLL SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCILMEMBER DRISCOLL MOVED TO SUSPEND THE
RULES TO ADD AN ITEM TO THE AGENDA FOR IMMEDIATE
ACTION

Councilmember Holloway explained that some City Council members
do not know this is about and therefore should not be discussed.

** MOTION PASSED WITH THIRTEEN (13) VOTES BY ROLL
CALL VOTE

** COUNCILMEMBER WALSH MOVED TO APPROVE THE ITEM
** COUNCILMEMBER DRISCOLL SECONDED

Councilmember Finch explained that the Police will destroy the
weapons, because they could end up on the hands of criminals on the
secondary market. The ordinance is supported by the Police and
creates an ordinance of the procedures already followed.

** MOTION PASSED UNANIMOUSLY

- ** COUNCILMEMBER FINCH MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA
- ** COUNCILMEMBER HOLLOWAY SECONDED
- ** MOTION PASSED UNANIMOUSLY

- ** COUNCILMEMBER FINCH MOVED TO APPROVE THE ABANDONMENT OF PORTION OF QUARRY AND STEVENS STREETS 50 X 200. FOR IMMEDIATE CONSIDERATION
- ** COUNCILMEMBER HOLLOWAY SECONDED

Councilmember Allen asked if the Department that appraises properties has considered the abandonment. Mr. Joseph Bazzone, the owner of the property is asking to have the portion of the streets abandoned. Councilmember Marella noted that this has been done before. City Attorney Mark Anastasia explained that this matter has not been referred to his office.

- ** COUNCILMEMBER FABRIZI MOVED TO APPROVE THE ITEM SUBJECT TO APPROVAL FROM THE CITY ATTORNEY AND CITY ENGINEER
- ** COUNCILMEMBER HOLLOWAY SECONDED
- ** MOTION PASSED UNANIMOUSLY

Mayor Ganim thanked the City Council for their two years of service to the City of Bridgeport and their support to this administration. He said that he looks forward to working with them for another two years.

There was no further business and the meeting was unanimously adjourned at 7:30 p.m.

Respectfully submitted

Rosemarie Lombardi
Telesco Secretarial Service

Item #38-15

Amendments to the Municipal Code of Ordinances, Chapter 2.04 Officers and Employees Generally, amend Section 2.04.010 – Justices of the Peace.



**Report
of
Committee
on
Ordinance**

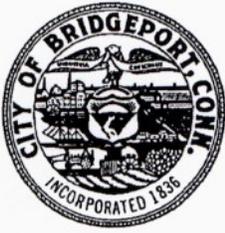
City Council Meeting Date: March 21, 2016
(Off The Floor)

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 3/29/16

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 30 P 3: 27
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 38-15

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 2.04 Officers and Employees Generally, amend Section 2.04.010 Justices of the Peace is hereby amended as follows:

Section:

2.04.010 – Justices of Peace.

The number of justices of the peace for the city to be elected at the state biennial election shall be a total of ~~{one}~~ **three** hundred ~~{forty-seven (147)}~~ **(300)** with ~~{forty-nine (49)}~~ **one hundred (100)** each elected by the Democratic Party and the Republican Party and ~~{forty-nine (49)}~~ **one hundred (100)** each by the minor parties and unaffiliated voters; or such lesser total number of justices of the peace for the city as necessary in the event that 300 justices of the peace would exceed the number (one-third the number of jurors to which the city is by law entitled) permitted by the Connecticut General Statutes, in particular Sections 9-183a and 51-219a, with one-third each elected by the Democratic Party, one-third each elected by the Republican Party and one-third each by the minor parties and unaffiliated voters.

(Ord. dated 4/1/96)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 38-15

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

absent

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

Amy Marie Vizzo-Faniccia, D-134th

City Council Date: March 21, 2016 (Off The Floor)

Item# 42-15

Appointment of Charles Coviello (D) to the Board of Assessment Appeals.



**Report
of
Committee
on**

Miscellaneous Matters

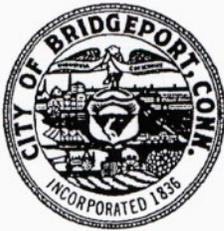
City Council Meeting Date: March 21, 2016
(OFF THE FLOOR)

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: *4/1/16*

RECEIVED
CITY CLERK'S OFFICE
2016 APR -4 P 4:13
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 42-15

RESOLVED, That the following named individual be, and hereby is, Appointed to the Board of Assessment Appeal in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

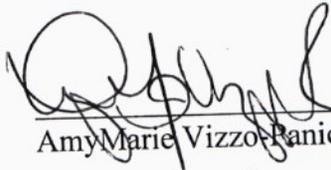
TERM EXPIRES

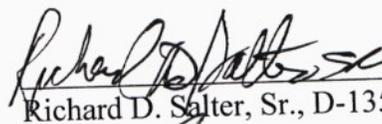
Charles Coviello (D)
113 Waterman Street
Bridgeport, CT 06607

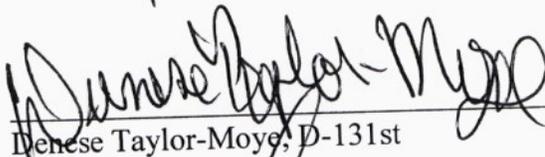
December 31, 2018

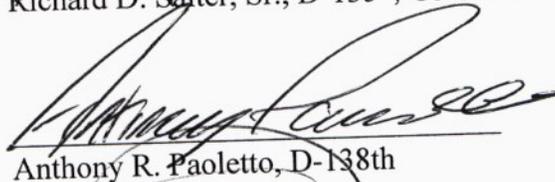
*This will fill a vacancy

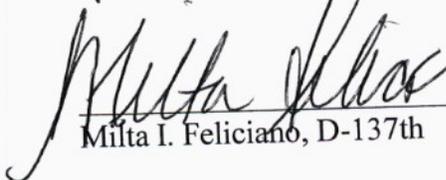
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

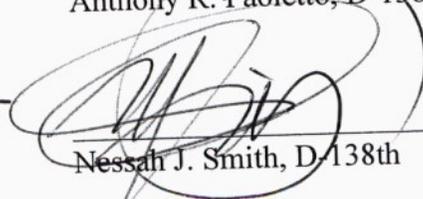

Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

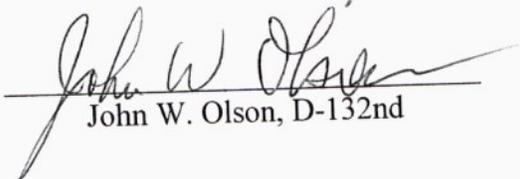

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: March 21, 2016 (Off the Floor)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 71-15

RESOLVED, That the following named individual be, and hereby is, Appointed to the Board of Assessment Appeal in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed. **DENIED**

NAME

TERM EXPIRES

B. Oyiboka Benson (D)
285 Laurel Avenue
Bridgeport, CT 06605

December 31, 2019

*This will fill a vacancy

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Padiccia, D-134th, Co-Chair

Richard D. Salter, Sr., D-135th, Co-chair

Denese Taylor-Moye, D-131st

Anthony R. Paoletto, D-138th

Milta I. Feliciano, D-137th

Nessah J. Smith, D-138th

John W. Olson, D-132nd

City Council Date: March 21, 2016 (Off the Floor)

DENIED by Full Council on 3/21/2016

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY

John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Edmund F. Schmidt
Eroll V. Skyers

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



March 21, 2016

Honorable Thomas C. McCarthy
President, Bridgeport City Council
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 22 A 9:36
ATTEST
CITY CLERK

Re: Resolution No. 61-15 Contract for Professional Services with Joseph L. Gaudett, Jr.

Dear President McCarthy:

Attached are copies of the following documents concerning the above referenced matter:

1. Report of Committee on Contracts approved by the Committee and the full City Council on February 29, 2016 and executed by Mayor Ganim on 3/4/16 – 13 pages
2. Email from Contract Committee Co-Chair Jeanette Herron dated 2/29/16 – 7 pages

It is my understanding that in order to immediately clarify the official record of City Council proceedings that pursuant to this correspondence request, you in your capacity as City Council President will make and support the following motions at tonight's City Council meeting:

MOTION to Add to the Agenda [this] correspondence from the City Attorney's Office requesting a City Council clarification vote - 2/3 majority of those present and voting required

MOTION for Immediate Consideration - 2/3 vote of those present and voting required

MOTION to Clarify the City Council Official Records as may be necessary to reflect that the attached Contract for Professional Services Between the City of Bridgeport and Consultant Joseph L. Gaudett, Jr. is in fact the revised contract approved by the City Council at its Special Meeting of February 29, 2016 pursuant to Resolution No. 61-15.

Thank you for your assistance in this matter.

Anastasi to McCarthy

Re: Item #61-15

3/21/16

Page 2 of 2

Very truly yours,

A handwritten signature in black ink that reads "Mark T. Anastasi". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Mark T. Anastasi

Assoc. City Attorney

Cc: Honorable City Council Members

Mayor Joseph P. Ganim

Lydia Martinez, City Clerk

Frances Ortiz, Asst. City Clerk

Daniel Roach, Chief of Staff

Edward Adams, Dir. of Governmental Accountability & Integrity

John Gomes, CAO

R. Christopher Meyer, City Attorney

CONTRACT FOR PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement"), effective as of the ____ day of March, 2016, is hereby entered into between The City of Bridgeport, Connecticut ("the City") and Joseph L. Gaudett, Jr. ("the Consultant"). In consideration of the mutual benefits to be derived as set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged by the Parties hereto, the Parties do mutually agree as follows:

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the City hereby engages the Consultant as an independent contractor to perform the services set forth in Exhibit "A", which is attached hereto and made part hereof, and the Consultant hereby accepts such engagement. The Consultant is and at all times shall remain an independent contractor and not an employee. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship. The Consultant understands and agrees that he shall not be entitled to any of the rights and privileges established for the City's employees except as to the legal protections articulated in paragraph 7 of this Agreement.

2. Duties and Scope of Services and Consultant Qualifications. The City has identified a priority need for the certain services and the Consultant is immediately available, he shall provide the professional services outlined in Exhibit "A".

The Consultant shall perform his professional services under this Agreement acknowledging the Mayor's ultimate responsibility for the proper performance of their duties by all appointive City officers and departments and employees pursuant to Bridgeport Charter, Chapter 3, § 1 (c); and the Mayor's ultimate operational control of the City's Police and Fire Departments pursuant to Bridgeport Charter, Chapter 13, § 1 (a) and Chapter 14, § 1 (a), respectively.

The Consultant shall assist the Mayor in his exercise of his Bridgeport Charter duties and responsibilities under the law, including but not limited to examining data, information and departmental operations, and shall recommend measures to the Mayor and other proper City authorities in connection with consolidation of, and efficiency improvements for, citywide public safety communications services and emergency management, as well as the functional interaction of these operations with the City's Police and Fire Departments as outlined in Exhibit "A".

The Consultant has certain attributes, skills, experience and qualifications that in combination render him uniquely qualified to perform these time sensitive professional services on behalf of the City, including his: (1) significant familiarity with the City's workforce structure and operational systems; (2) appropriate technological capacity and experience computer-aided dispatch and communications functionality; uniformed police (3) career as a uniformed City Police Officer; and (4) being immediately available and able to provide those professional services outlined in the Contract. Mr. Gaudett has substantial executive level experience in the City's Police Department; including but not limited to his service as Chief of Police for more than seven years, as Commander of the Department's Communications Division (CAD) for

several years; and as the BPD's Project Manager for the City's combined police, fire and emergency services Communications Center.

3. Term. The term of this contract shall be for a term of three years (3) commencing from the date of its execution. Thereafter, the Consultant shall have the exclusive right to extend said agreement for an additional two (2) one (1) year extensions; thereafter, for a total of no more than five (5) years from the execution, unless earlier terminated as provided in Section 6 hereof.

4. Compensation. The Consultant shall be paid compensation at the rate of \$ 125,000.00 per annum, in equal monthly installments, with bills to be submitted so as to facilitate payment each month immediately following the month of service. To the degree permitted by law, and subject to the City's governing policies and procedures, compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Consultant shall solely be responsible for the reporting and paying of any such taxes, and shall indemnify and hold harmless the City from and against all liability for the withholding and payment of all federal and state income or other applicable taxes. While the parties acknowledge that the Consultant is not an employee of the City of Bridgeport, as outlined in section 1 hereof, the Consultant recognizes that Forty (40) hours of services per week are required to fulfillment of his contract obligations. In addition, Consultant is required to work Two Hundred and Forty (240) days per year.

5. Expenses. During the term of this Agreement, the Consultant may not bill the City for expenses.

6. Termination. This Agreement may be terminated by the City only for Just Cause, which shall not include financial considerations, immediately upon written notice to the Consultant. The Agreement may be terminated by Consultant upon providing City with thirty (30) days' notice of resignation. Upon Consultant's resignation the balance of this Agreement shall become null and void. Consultant will no longer accrue remuneration for any period of time after his resignation.

7. Indemnification. The Consultant shall be deemed a municipal officer for purposes of Connecticut General Statutes § 7-101a concerning liability indemnification, and be entitled to the legal protections provided therein.

8. Confidentiality. In the course of providing the Services, Consultant will have access to information regarding City's business, finances and operations ("Confidential Information"). Consultant agrees that it will: (i) use Confidential Information solely for the purpose of performing the Services; (ii) not disclose the Confidential Information to any third party; and, (iii) return to the City, upon demand, all copies of all documents or other writings of any kind containing Confidential Information. In the event the Consultant receives a subpoena, court order, interrogatory, civil or criminal investigative demand, or other request or demand pertaining to the Confidential Information from any federal, state or local court or governmental agency, or any attorney or other person pursuant to or arising out of any claim or legal proceeding, then the Consultant shall immediately notify the City so that the City shall have an opportunity to seek a protective order or other appropriate remedy, or otherwise oppose and

defend against the order, directive or demand. In the event the City does not obtain such a protective order or other remedy, the Consultant shall disclose only that portion of the Confidential Information which it is legally obligated to disclose.

9. Work Product. The City shall be the sole owner of (i) all designs, , , materials, program materials, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, and other items, created, developed or supplied specifically in connection with the Services (collectively, "Work Product") and (ii) all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. All right, title and interest in the Work Product shall vest exclusively in the City.

The Consultant acknowledges that during the engagement he will have access to and become acquainted with various files, letters, records, notes, reports, lists, as well as other information (including proprietary data concerning services and products, pricing and policies, techniques and concepts, design and trade secrets, operations and financing) and documents owned or licensed by the City and/or used by the City. The Consultant agrees that he will not disclose any of the aforesaid, or use any of them in any manner, except as required in the course of this engagement with the City. Upon termination of this Agreement, or whenever requested by the City, the Consultant shall immediately deliver to the City all such materials in his possession or under his control.

10. Ethics. Both parties acknowledge that none of services to be performed by the Consultant shall conflict with, or be in violation of, any relevant provision of Chapter 10, Part I of the General Statutes of Connecticut.

11. Severability / Unenforceability of Provisions. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and remain in full force and effect.

12. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto; and, subject to Section 22 hereof.

14. Non-Assignability. This Agreement is exclusively between the City and the Consultant and is non-assignable.

15. Choice of Law. The laws of the State of Connecticut shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

16. Miscellaneous. The Consultant shall be supplied with all the necessary tools to perform the consulting work outlined in this Agreement, including a laptop, tablet and cellphone. Consultant

shall have use of a City vehicle for consulting related work performed pursuant to this contract, while in the City of Bridgeport or conducting City business outside of Bridgeport.

17. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States Mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

To the Consultant:

Leon Rosenblatt, Esquire
51 Gillett Street
Hartford, CT 06105

John L. Gaudett, Jr.
[Address to be provided]

To the City:

Corporation Counsel **and** the City Clerk **and** the Mayor of the City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. Headings. Section headings are for convenience of reference only, do not constitute a part of this Agreement, are not intended to be a full and accurate description of the contents hereof, and shall not be deemed to limit or affect any of the provisions hereof...

20. Entire Understanding. This document and any exhibit attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

22. Agreement Approved by the Bridgeport City Council. The parties acknowledge that the Agreement requires approval by the City Council. Upon approval of the City Council, no substantive amendment to this Agreement is effective absent approval of such substantive

amendment by said Council. Upon execution of this Agreement and approval from the City Council, Consultant shall provide a letter of resignation to the Mayor resigning from his current position as Chief of Police for the City of Bridgeport effective immediately.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

CITY OF BRIDGEPORT

1. _____

BY: _____

Joseph P. Ganim
Mayor

2. _____

WITNESS:

JOSEPH L. GAUDETT, JR.

1. _____

BY: _____

Joseph L. Gaudett, Jr.
Consultant

2. _____

Exhibit A
SERVICES

In order to enhance operational efficiency and improve inter-agency cooperation, the City enters this consulting agreement for citywide communications services. The consultant will have authority over the Office of Emergency Management and the Communications Division. The consultant will be responsible for the oversight and operation and the consolidation of emergency management and the citywide public safety communications. Consultant shall report his findings and operational concerns directly to the Mayor and the Chief Administrative Officer. The consultant will be expected to follow-up on state and federal grant opportunities to keep technological aspects of the separate operations functional. The consultant shall evaluate, and work on, improving response time and providing training to raise the quality of the assistance rendered by the call takers. Consultant may also be required to perform, from time to time, supplemental duties and special projects requested by the Office of the Mayor related to the area of public safety communications.

From: Herron, Jeanette
Sent: Wednesday, March 02, 2016 11:59 AM
To: Ortiz, Frances; Banta, Jack; Anastasi, Mark T
Subject: Cotract Committee 2/29/2016
Attachments: DOC030216-03022016111251.pdf

Hello

Contracts Committee discussed the revised contract handed out by the city attorneys' office and after lengthy discussion approved the contract subject, with minor amendments including those to Paragraph 4,6,17 and other typographic and scrivener errors

Please contact the Co Chairs with any questions

CONTRACT FOR PROFESSIONAL SERVICES

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The Consultant shall assist the Mayor in his exercise of his Bridgeport Charter duties and responsibilities under the law, including but not limited to examining data, information and departmental operations, and shall recommend measures to the Mayor and other proper City authorities in connection with consolidation of, and efficiency improvements for, citywide public safety communications services and emergency management, as well as the functional interaction of these operations with the City's Police and Fire Departments as outlined in Exhibit "A".

The Consultant has certain attributes, skills, experience and qualifications that in combination render him uniquely qualified to perform these time sensitive professional services on behalf of the City, including his: (1) significant familiarity with the City's workforce structure and operational systems; (2) appropriate technological capacity and experience computer-aided dispatch and communications functionality; uniformed police (3) career as a uniformed City Police Officer; and (4) being immediately available and able to provide those professional services outlined in the Contract. Mr. Gaudett has substantial executive level experience in the City's Police Department; including but not limited to his service as Chief of Police for more than seven years, as Commander of the Department's Communications Division (CAD) for

several years; and as the BPD's Project Manager for the City's combined police, fire and emergency services Communications Center.

3. Term. The term of this contract shall be for a term of three years (3) commencing from the date of its execution. Thereafter, the Consultant shall have the exclusive right to extend said agreement for an additional two (2) one (1) year extensions; thereafter, for a total of no more than five (5) years from the execution, unless earlier terminated as provided in Section 6 hereof.

4. Compensation. The Consultant shall be paid compensation at the rate of \$ 125,000.00 per annum, in equal monthly installments, with bills to be submitted so as to facilitate payment each month immediately following the month of service. To the degree permitted by law, and subject to the City's governing policies and procedures, compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Consultant shall solely be responsible for the reporting and paying of any such taxes, and shall indemnify and hold harmless the City from and against all liability for the withholding and payment of all federal and state income or other applicable taxes. While the parties acknowledge that the Consultant is not an employee of the City of Bridgeport, as outlined in section 1 hereof, the Consultant recognizes that Forty (40) hours of services per week are required to fulfillment of his contract obligations. In addition, Consultant is required to work Two Hundred and Forty (240) days per year.

5. Expenses. During the term of this Agreement, the Consultant may not bill the City for expenses.

6. Termination. This Agreement may be terminated by the City only for Just Cause, which shall not include financial considerations, immediately upon written notice to the Consultant. The Agreement may be terminated by Consultant upon providing City with thirty (30) days' notice of resignation. Upon Consultant's resignation the balance of this Agreement shall become null and void. Consultant will no longer accrue remuneration for any period of time after his resignation.

7. Indemnification. The Consultant shall be deemed a municipal officer for purposes of Connecticut General Statutes § 7-101a concerning liability indemnification, and be entitled to the legal protections provided therein.

8. Confidentiality. In the course of providing the Services, Consultant will have access to information regarding City's business, finances and operations ("Confidential Information"). Consultant agrees that it will: (i) use Confidential Information solely for the purpose of performing the Services; (ii) not disclose the Confidential Information to any third party; and, (iii) return to the City, upon demand, all copies of all documents or other writings of any kind containing Confidential Information. In the event the Consultant receives a subpoena, court order, interrogatory, civil or criminal investigative demand, or other request or demand pertaining to the Confidential Information from any federal, state or local court or governmental agency, or any attorney or other person pursuant to or arising out of any claim or legal proceeding, then the Consultant shall immediately notify the City so that the City shall have an opportunity to seek a protective order or other appropriate remedy, or otherwise oppose and

defend against the order, directive or demand. In the event the City does not obtain such a protective order or other remedy, the Consultant shall disclose only that portion of the Confidential Information which it is legally obligated to disclose.

9. **Work Product.** The City shall be the sole owner of (i) all designs, , , materials, program materials, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, and other items, created, developed or supplied specifically in connection with the Services (collectively, "Work Product") and (ii) all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. All right, title and interest in the Work Product shall vest exclusively in the City.

The Consultant acknowledges that during the engagement he will have access to and become acquainted with various files, letters, records, notes, reports, lists, as well as other information (including proprietary data concerning services and products, pricing and policies, techniques and concepts, design and trade secrets, operations and financing) and documents owned or licensed by the City and/or used by the City. The Consultant agrees that he will not disclose any of the aforesaid, or use any of them in any manner, except as required in the course of this engagement with the City. Upon termination of this Agreement, or whenever requested by the City, the Consultant shall immediately deliver to the City all such materials in his possession or under his control.

10. **Ethics.** Both parties acknowledge that none of services to be performed by the Consultant shall conflict with, or be in violation of, any relevant provision of Chapter 10, Part I of the General Statutes of Connecticut.

11. **Severability / Unenforceability of Provisions.** If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and remain in full force and effect.

12. **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto; and, subject to Section 22 hereof.

14. **Non-Assignability.** This Agreement is exclusively between the City and the Consultant and is non-assignable.

15. **Choice of Law.** The laws of the State of Connecticut shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

✓ 16. **Miscellaneous.** The Consultant shall be supplied with all the necessary tools to perform the consulting work outlined in this Agreement, including a laptop, tablet and cellphone. Consultant

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shall have use of a City vehicle for consulting related work performed pursuant to this contract, while in the City of Bridgeport or conducting City business outside of Bridgeport.

17. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States Mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

To the Consultant:

Leon Rosenblatt, Esquire
51 Gillett Street
Hartford, CT 06105

John L. Gaudett, Jr.
[Address to be provided]

To the City:

Corporation Counsel and the City Clerk and the Mayor of the City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Headings.** Section headings are for convenience of reference only, do not constitute a part of this Agreement, are not intended to be a full and accurate description of the contents hereof, and shall not be deemed to limit or affect any of the provisions hereof...

20. **Entire Understanding.** This document and any exhibit attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21. **Survivorship.** The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

22. **Agreement Approved by the Bridgeport City Council.** The parties acknowledge that the Agreement requires approval by the City Council. Upon approval of the City Council, no substantive amendment to this Agreement is effective absent approval of such substantive

amendment by said Council. Upon execution of this Agreement and approval from the City Council, Consultant shall provide a letter of resignation to the Mayor resigning from his current position as Chief of Police for the City of Bridgeport effective immediately.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

CITY OF BRIDGEPORT

1. _____

BY: _____

Joseph P. Ganim
Mayor

2. _____

WITNESS:

JOSEPH L. GAUDETT, JR.

1. _____

BY: _____

Joseph L. Gaudett, Jr.
Consultant

2. _____

Exhibit A
SERVICES

In order to enhance operational efficiency and improve inter-agency cooperation, the City enters this consulting agreement for citywide communications services. The consultant will have authority over the Office of Emergency Management and the Communications Division. The consultant will be responsible for the oversight and operation and the consolidation of emergency management and the citywide public safety communications. Consultant shall report his findings and operational concerns directly to the Mayor and the Chief Administrative Officer. The consultant will be expected to follow-up on state and federal grant opportunities to keep technological aspects of the separate operations functional. The consultant shall evaluate, and work on, improving response time and providing training to raise the quality of the assistance rendered by the call takers. Consultant may also be required to perform, from time to time, supplemental duties and special projects requested by the Office of the Mayor related to the area of public safety communications.