

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 17, 2012

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 19, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 34-11** Communication from Mayor re: Appointment of Ashley Jade Wacker (D) to the Planning & Zoning Commission as an alternate, referred to Miscellaneous Matters Committee.
- 35-11** Communication from Engineering re: Letter of Commitment – Traffic Signal Improvements on Main Street Utilizing Funding from STP-Urban Program and CMAQ Program: State Project No. 15-H0009, referred to Public Safety & Transportation Committee.
- 36-11** Communication from Engineering re: Letter of Commitment – Iranistan Avenue, Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program: State Project No. 15-358, Federal Aide Project No. 1015(124), referred to Public Safety & Transportation Committee.
- 37-11** Communication from OPED re: Proposed Agreement to fix the Assessment at 287 Clinton Avenue in support of the Elias Howe School Elderly Affordable Housing Development, referred to Economic and Community Development and Environment Committee.
- 38-11** Communication from OPED re: Proposed Lease and Option to Purchase Agreement for 485 Howard Avenue to be used by the Police Department, referred to Contracts Committee.

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

- 33-11** Resolution presented by Council Member Curwen re Proposed Resolution to designate newly acquired property at 115 Virginia Avenue as 'Anna Migliore Park, referred to Board of Park Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *29-11** Ordinance Committee Report re: Proposed Amendment to the Municipal Code of Ordinances, Chapter 2.34 re: City Council Provision of Suitable Polling Places in City Council Districts and Definition of Boundaries to be served by each such Polling Place pursuant to Bridgeport Charter, Ch. 5, Sec. 2(d).
- *25-11** Contracts Committee Report re: Pilot Program Agreement with United Illuminating regarding the Installation of an Electric Vehicle Car Charging Station at City Hall.
- *26-11** Contracts Committee Report re: Resolution to enter into a Site Lease with GP Renewables & Trading, LLC regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena.
- *32-11** Contracts Committee Report re: Agreement with Aetna Life Insurance to provide a Medicare Advantage Health Plan to covered Medicare-Eligible Retirees of the City and Board of Education for the period of January 1, 2012 – December 31, 2012.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 17, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

The proposed closing of the Stratford Avenue Post Office and the heating problem at Bullard Havens Technical High School.

**CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
JANUARY 17, 2012
6:30 PM**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Colon, Olson, T. McCarthy, Austin, Vizzo-Paniccia, Bonney, Blunt, dePara, Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

Council President McCarthy called the public speaking session to order at 6:32 pm.

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

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 17, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED
CITY CLERK'S OFFICE
2012 JAN 3 P 3:44
ATTEST
CITY CLERK

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

The proposed closing of the Stratford Avenue Post Office and the heating problem at Bullard Havens Technical High School.

Mr. Young congratulated everyone on the new year city council elections and the seats won.

He went on to speak about the classrooms at Bullard Havens High School being cold, noting that his daughter attends the school. He requested that the matter be checked out.

He continued to speak about the closing down the post office on Stratford Avenue. He said he felt it would be an insult to the neighborhood and the community at large. He asked if anything could be done to keep the post office open.

He further spoke about policing the east end post. He said it would be good to have someone in the office to address concerns regarding public safety and other issues related to the community. He mentioned the rising crime rate in the city and he asked if one part of the city could be monitored and documented to find out if the grants that have

been allocated to address crime are really working and making a difference. He emphasized that he would like to see more police presence on the east end.

Ethan Boone

signed up to speak prior to the meeting

Mr. Boone stated that he was a temporary resident of Bridgeport even though he has lived on Vine Street for five plus years. He spoke about being a senate candidate during 2010. He relayed that the city council's purpose was a matter of affirmation and he read a portion of the "Inaugural Address" written by George Washington in 1789 *to preserve, protect and defend the Constitution of the United States as it related to public good and the American people.*

James Holloway requested to speak during the council meeting

He subsequently withdrew his request to speak

The public speaking session closed at 6:45 pm.

CITY COUNCIL MEETING

Tuesday, January 17, 2012

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, Colon, Olson, Brantley
T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara,
Silva, Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: Brannelly, Vizzo-Paniccia, Holloway

Council President McCarthy called the meeting to order at 7:05 pm.

- Prayer - Council member Olson offered the prayer.
- Pledge of Allegiance - George Estrada led the pledge of allegiance.
- Roll Call - the city clerk took the roll call and announced there was a quorum.

Announcements:

Council President McCarthy announced that Mayor Finch was attending a conference in Washington, D.C.

He announced that Council member Taylor-Moye had a death in the family and was attending a funeral.

He expressed that he was glad Bob Curwen was back serving on the council after experiencing some medical issues.

Moment of Silence:

Council member Brantley asked for a moment of silence for Bertha _____? who passed away. She stated that she was a former social work for the Department of Children and Families

Council member M. McCarthy asked for a moment of silence for Shirley Manzo _____?

Council President McCarthy asked for a moment of silence for Justin Thompson, the 14-year old that was killed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 19, 2011

**** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**

**** COUNCIL MEMBER dePARA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

34-11 Communication from Mayor re: Appointment of Ashley Jade Wacker (D) to the Planning & Zoning Commission as an alternate, referred to Miscellaneous Matters Committee.

35-11 Communication from Engineering re: Letter of Commitment – Traffic Signal Improvements on Main Street Utilizing Funding from STP-Urban Program and CMAQ Program: State Project No. 15-H0009, referred to Public Safety & Transportation Committee.

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38-11 Communication from OPED re: Proposed Lease and Option to Purchase Agreement for 485 Howard Avenue to be used by the Police Department, referred to Contracts Committee.

**** COUNCIL MEMBER BRANNELLY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
**** COUNCIL MEMBER M. McCARTHY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO THE PUBLIC SAFETY COMMITTEE**
**** COUNCIL MEMBER dePARA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO REFER RE: RESOLUTION TO ENFORCE A CURFEW FOR YOUTH AGES 16-YEARS OLD AND YOUNGER TO THE PUBLIC SAFETY COMMITTEE AND ORDINANCE COMMITTEE**

Council member Blunt emphasized that although this isn't the entire solution, he felt that the city council plays a role to help provide safety for the City of Bridgeport. He urged support of the resolution - *resolution submitted to the city clerk's office.*

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council member Holloway stated that twenty-five years ago, former State Senator Alvin Penn sat on the city council and he addressed the killings that occurred in Father Panik Village and other areas in the city. During that time, he presented an ordinance but he had a question of who would enforce the ordinance. Council member Holloway relayed that once an ordinance is passed by the city or the state; it has to be enforced. He said that although he would like to see it come to fruition, he questioned whether or not the police will pull kids over that they see up and down the street and then call their parents. He further expressed that parents also have to play a role in keeping their kids out of trouble. He stressed that no 14-year old should out late at night and allowed in a bar.

Council member Curwen mentioned that sometime they need a refresher to wake up and uphold the laws, as a response to Council member Holloway's comments. He agreed with Council member Holloway that the incident was a parenting problem and he said he would like to co-sponsor the ordinance.

Council member Colon shared that as a parent and a grandparent, she felt that kids also need to take responsibility. She said she also felt that everyone needs to speak up and take a positive part in a child's life. She stated that she was in support of the ordinance.

Council member Baker said he recognized the problem with parenting issues, however, he said they also needed to look at the city's obligation to a degree. He mentioned that funds have been cut for certain youth programs and he thought they had to look for funds that are available for youth recreation and provide activities for them. He stressed that they need to consider where funds are allocated in the future.

Council member Brantley expressed her support for the proposed ordinance. She said she felt the discussion should be brought to committee meetings. She thanked Council member Blunt for his foresight in proposing the ordinance.

Council member Martinez also thanked Council member Blunt for proposing the ordinance. She stated that it was important to remember what is good for the children. She recalled Alvin Penn's proposal and she recalled how hard it was to mandate a curfew. She stressed that they needed more police presence in the community and she agreed that there aren't enough youth programs and recreational places for youth.

Council member Lyons stated that she had the opportunity to attend the rally for Justin Thompson where she heard some interesting situations being discussed. She said that Council member Holloway's points were well taken and she was in support of Council member Blunt's proposed ordinance. She relayed that it might be a good idea to meet with the head of each police district to put their heads together on how to address the crime issue. Overall, she thought the proposed ordinance could help put the issue into perspective.

Council member Olson stated that it's an intensely complex issue. He further mentioned that even if they come up with one thing to do, such as Council member Blunt's proposed ordinance, it will be an accomplishment.

Council member Blunt expressed that they shouldn't get caught up in the blame game. He emphasized that the issue relates more to accountability and everyone focusing on the issue to address the matter. He further felt they should focus on collaborative energy and positive solutions that will work.

Council President McCarthy said he appreciated Council member Blunt for taking the reins to bring the ordinance forth.

**** MOTION PASSED UNANIMOUSLY**

- ** COUNCIL MEMBER BRANNELLY MOVED TO RECESS FOR 10-MINUTES FOR THE PURPOSE OF RECONVENING THE ORDINANCE COMMITTEE MEETING**
- ** COUNCIL MEMBER AUSTIN SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

The meeting recessed at 7:32 pm to reconvene the Ordinance Committee Meeting – see the minutes of January 17, 2012 at 7:33 pm.

The City Council Meeting reconvened at 7:47 pm.

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

- 33-11** Resolution presented by Council Member Curwen re Proposed Resolution to designate newly acquired property at 115 Virginia Avenue as 'Anna Migliore Park, referred to Board of Park Commissioners.

- ** COUNCIL MEMBER PAOLETTO MOVED TO REFER RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**
- ** COUNCIL MEMBER SILVA SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President McCarthy asked if there were any items to be removed from the consent calendar:

Council member Paoletto requested to remove item 29-11 Ordinance Committee Report re: City Council Provision of Suitable Polling Places in City Council Districts and Definition of Boundaries to be served by each such Polling Place pursuant to Bridgeport Charter, Ch. 5, Sec. 2(d).

The city clerk read the remaining items into the record.

- *29-11** Ordinance Committee Report re: City Council Provision of Suitable Polling Places in City Council Districts and Definition of Boundaries to be served by each such Polling Place pursuant to Bridgeport Charter, Ch. 5, Sec. 2(d).

- *25-11** Contracts Committee Report re: Pilot Program Agreement with United Illuminating regarding the Installation of an Electric Vehicle Car Charging Station at City Hall.
- *26-11** Contracts Committee Report re: Resolution to enter into a Site Lease with GP Renewables & Trading, LLC regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena.
- *32-11** Contracts Committee Report re: Agreement with Aetna Life Insurance to provide a Medicare Advantage Health Plan to covered Medicare-Eligible Retirees of the City and Board of Education for the period of January 1, 2012 – December 31, 2012.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE
 ** COUNCIL MEMBER BRANNELLY SECONDED
 ** MOTION PASSED UNANIMOUSLY**

Council President McCarthy returned to item ***29-11** Ordinance Committee Report re: City Council Provision of Suitable Polling Places in City Council Districts and Definition of Boundaries to be served by each such Polling Place pursuant to Bridgeport Charter, Ch. 5, Sec. 2(d).

Council member Paoletto stated that the item was removed from the consent calendar as a matter of housekeeping related to adding the (2) maps attached to the document. He noted this was the only change to be made.

**** COUNCIL MEMBER PAOLETTO MOVED TO AMEND BY SUBSTITUTION TO INCLUDE THE NEW DOCUMENT CONTAINING (2) MAPS; SUBMITTED TO THE CITY CLERK**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE ITEM 29-11 AS AMENDED**

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

****Let it be noted - effective immediately upon publication.***

New business:

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION**

**** COUNCIL MEMBER SILVA SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER PAOLETTO MOVED TO ADD ITEM 31-11 RE: CONCERNING THE ESTABLISHMENT AND APPOINTMENT OF A CHARTER REVISION COMMISSION FOR THE CITY OF BRIDGEPORT FOR IMMEDIATE CONSIDERATION**

Council member Paoletto stated that the committee met tonight and they unanimously approved the seven (7) candidates to serve on the Charter Revision Commission.

Council President McCarthy commented that he was impressed with the quality of the candidates that were chosen.

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

ADJOURNMENT

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

The meeting adjourned at 7:55 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH

MEMORANDUM

Mayor COMM.# 34-11 Referred to Miscellaneous Matters Committee on 1/17/2012.

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: January 5, 2012

RE: Boards & Commissions

Please place the following name on the January 17, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an alternate appointment to the Planning & Zoning Commission:

Ashley Jade Wacker (D)
323 Fairfield Avenue; Apt. 409
Bridgeport, CT 06604

This will fill a vacancy. Ms. Wacker's term will expire 12/31/12.

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2012 JAN 11 P 2:13



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

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

COMM. #35-11 Ref'd to Public Safety & Transportation Comm. on 01/17/2012.

January 9, 2012

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **Letter of Commitment**
Traffic Signal Improvements on Main Street Utilizing Funding from
the STP-Urban Program and CMAQ Program

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Letter of Commitment for the project. Enclosed you will find a sample letter. The total preliminary estimated cost for design is \$800,000.00. The total preliminary cost for the construction is approximately \$7,380,000.00. Financing is substantially under the Urban Component of the Surface Transportation Program and the Congestion Mitigation and Air Quality Program. Federal Funds will be utilized for 100% of the design construction costs. There is no City share for design or construction.

We are, therefore, requesting that the City Council approve the Resolution attached and authorize Mayor Bill Finch to sign this and any other documents and agreements necessary to complete this project.

Enclosed for your review is a project summary report detailing the project.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Ursaldi
Engineering Supervisor

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

RECEIVED
CITY ENGINEERING DEPARTMENT
2012 JAN 11 PM 12:14

Date

Paul O'keefe
Office of Engineering
CT Department of Transportation
P. O. Box 327546
Newington, CT 06131-7546

Re: **State Project 15-H0009**
Letter of Commitment
Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program
and CMAQ Program

Dear Mr. Hayward:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. There will be 100% Federal Share for the design and construction costs for the project as outlined in the STP Urban Program and the Congestion Mitigation and Air Quality Program.

The City will notice the subject project in the Connecticut Post. A display ad has been placed in the Connecticut Post and will be posted in Bridgeport City Hall.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

Bill Finch
Mayor

c: Charles Carroll, Public Facilities Director
Adam Wood, Chief of Staff
Tom Sherwood, OPM
Jon Urquidi, Engineering

Robert Kennedy, Public Facilities Deputy Director
Andrew Nunn, CAO
Dave Cote, Engineering

**RESOLUTION
OF THE
BRIDGEPORT CITY COUNCIL
REGARDING THE
SURFACE TRANSPORTATION PROGRAM: URBAN (STP)
CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
*MODERNIZATION OF MAIN STREET
TRAFFIC SIGNALS***

WHEREAS, the Intermodal Surface Transportation Efficiency Act allocates federal funds to urban areas for the purpose of implementing various transportation improvement projects, and federal-aid funds under the Surface Transportation Program are appropriated for use in the Bridgeport Urban Area each year, and the Greater Bridgeport and Valley Metropolitan Planning Organization is authorized to select projects for funding under the Surface Transportation Program: Urban Area (STPB) and Congestion Mitigation and Air Quality Program (CMAQ) accounts.

WHEREAS, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area (STPB) and Congestion Mitigation and Air Quality Program (CMAQ) and assists municipal sponsors in the conduct of a project concept review.

WHEREAS, the City of Bridgeport is proposing to install new traffic signals, update older traffic signals, and to integrate them into the existing traffic surveillance system on Main the Main Street corridor, and seek federal financial assistance under the Surface Transportation Program: Urban Area designated as STPB and Congestion Mitigation and Air Quality Program as CMAQ.

WHEREAS, the City of Bridgeport will not be responsible for the cost of the design the proposed improvements, assessing environmental impacts and obtain all necessary permits. There will be no Rights-Of- Way impact anticipated under this project.

WHEREAS, the *City of Bridgeport* has investigated the feasibility of constructing the proposed improvements and has completed the ConnDOT's Project Concept Review Process including:

- Review and evaluation of the proposed project by the ConnDOT and Greater Bridgeport Regional Planning Agency;
- Publishing a legal notice display advertisement and a public meeting on the proposed project;
- Presenting the proposed concept plan and cost estimates at a public information meeting.

WHEREAS, the Greater Bridgeport and Valley Metropolitan Planning Organization has endorsed the proposed project and to use federal funds available under the STPB and CMAQ for the proposed project.

WHEREAS, the *Mayor* and the *city council* of the *City of Bridgeport* will consider the concerns and comments of the residents, agencies and groups affected by the proposed project.

NOW THEREFORE BE IT RESOLVED that the *Mayor* and the *city council* of the *City of Bridgeport* finds that the proposed project is in the best interests of the *City of Bridgeport*, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the motoring public.

NOW THEREFORE BE IT FURTHER RESOLVED that, based on the above information, the *Mayor* and the *city council* of the *City of Bridgeport* fully supports the proposed project and will commit the necessary resources to ensure completion of the proposed project in an expeditious manner.

FURTHERMORE, the *Mayor* of the *City of Bridgeport*, or his duly authorized designee, is hereby authorized execute any and all documentation required to complete the proposed project.

Date:

(Duly Authorized Signature)

Name: _____

Title: _____

(Please Print)

RESOLUTION

State Project No. 15-H0009

Federal Aid Project No. Unknown

RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment , Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program and Congestion Mitigation and Air Quality Program" and any and all other documents and agreements necessary to complete the project.

ADOPTED by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the _____ day of _____, 2012.

Clerk

(Seal)

Date

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, Bill Finch, Mayor of the City of Bridgeport, an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 2012, by the governing body of the City of Bridgeport in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked and is, at present, in full force and effect.

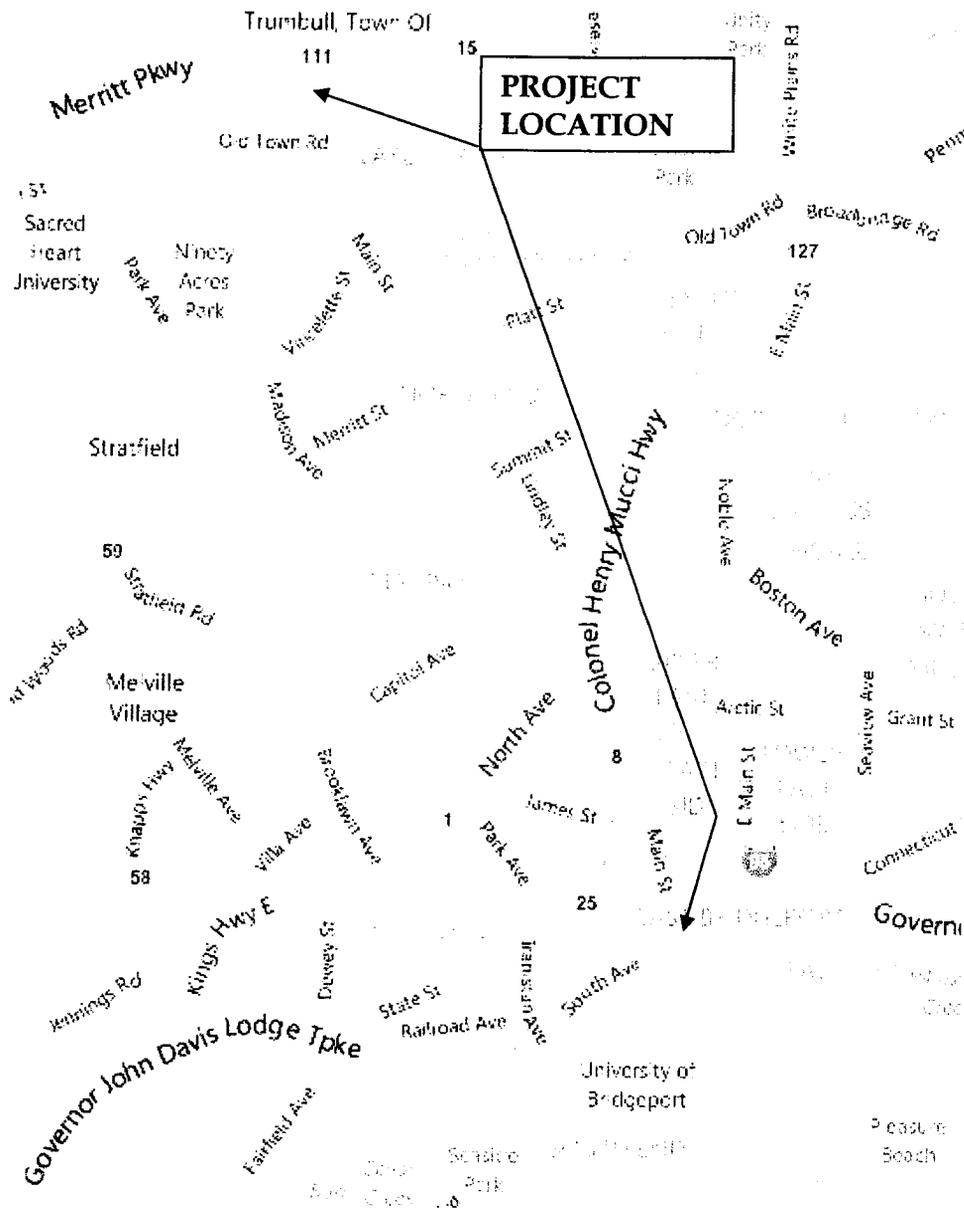
RESOLVED, that the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this _____ day of _____, 2011.

BY: _____
Bill Finch

Title: Mayor

CONNECTICUT DEPARTMENT OF TRANSPORTATION
OFFICE OF ENGINEERING
PROJECT DEVELOPMENT UNIT
PROJECT SUMMARY REPORT
Traffic Signal Improvements on Main Street
Project No. 15- H0009
City of Bridgeport



Origin:

The City of Bridgeport, through the Greater Bridgeport Regional Planning Agency (GBRPA), has submitted a proposal to improve the city owned traffic signal system on Main Street in the City of Bridgeport. The purpose and need of the project is to address safety concerns, traffic operations and improve efficiency.

Project Location:

The proposed improvements, as noted in the city's application, include 20 complete signal replacements from Old Town Road to South Frontage Road (approximately 4 miles) including fiber optic signal coordination.

The intent of the overall project is to interconnect 20 municipally owned signals into a modern closed loop system, and be monitored by the city.

Existing Conditions:

The 20 locations are all located on Main Street, a municipally owned urban principal arterial. The 2010 Average daily traffic (A.D.T.) volumes range between 11,500 and 23,900 vehicles. The city maintenance records indicate the Main Street traffic signals and their associated components are failing due to their age, approximately 15 years old. The equipment has exceeded its serviceability and appears to be an excellent candidate for complete signal replacement.

The reported accident history as submitted by the city (2008, 2009, and 2010) was plotted and no pattern types of accidents were evident.

The city currently maintains a "traffic signal control center" located in their engineering offices. They monitor and operate a portion of their existing signals through an existing fiber optic cable communications network linking the signals to the control center (computer).

Proposed Improvements:

After field review and meetings with town officials, the Project Development Unit recommends the following improvements:

Provide for the complete replacement of 20 traffic signals, using far side heads, emergency vehicle preemption, pedestrian crossings with A.D.A. ramps, video detection for vehicle presence at all approaches, led lamps, and fiber optic interconnect. The city's intent is to tie into the existing fiber optic lines.

Provide for the required interconnect communication cable linking twenty city owned signals along Main Street, via existing overhead and underground routing as required. It is anticipated new hand holes and splicing into the existing lines will be required due to the new mast arm locations that will allow for the far side head placement. The 20 signalized locations are as shown in the table below:

Number	INTERSECTIONS ALONG MAIN STREET CORRIDOR FOR PROPOSED SIGNAL REPLACEMENT
1	OLDTOWN ROAD
2	HILLVIEW AVENUE
3	KAEHELL STREET
4	BROOKSIDE SHOPPING PARK
5	VINCELLETTE STREET/OXFORD STREET
6	FRENCHTOWN ROAD/VANGUARD STREET
7	WOODSIDE AVENUE
8	JEWETT AVENUE/TESINY AVENUE
9	RENZY STREET/STOHR PLACE
10	SUMMIT STREET
11	HUNTING STREET
12	HAWLEY AVENUE
13	CAPITOL AVENUE
14	GRAND STREET
15	CATHERINE STREET/EAST WASHINGTON AVENUE
16	CONGRESS STREET
17	GOLDEN HILL STREET
18	JOHN STREET
19	NORTH FRONTAGE ROAD
20	SOUTH FRONTAGE ROAD

Provide for system integration. The traffic signal equipment installed under this project may require modifications to the various computer-related items that comprise the city's traffic operations center.

Provide for new or the repair of pavement, curbing, and sidewalks where impacted by the construction and installation of the traffic signal equipment and all their associated appurtenances. The sidewalk ramps within the project limits shall be replaced/upgraded to meet A.D.A. requirements/specifications, where required.

Operations and Maintenance Plan As submitted by the City

Per Federal guidelines, traffic control systems require active management to be effective, including periodic assessment of the control strategies used. In order to have a system that is operated and maintained properly, there must be a staff and budget commitment by the operating agency.

The City of Bridgeport has stated that they will be responsible for the operation of the computerized traffic signal system through the City's Engineering Department and Public Facilities' Maintenance Department. The City will be responsible for the following duties:

- Monitor system hardware for failure and report all malfunctions to the Maintenance Department simultaneously.
- Monitor system software for malfunctions and communicate with the software manufacturer as necessary.
- Monitor system detectors for measurements of effectiveness.
- Fine tune system timing plan to meet traffic demands.
- Hard copies of records of failure and performance will be kept at the Public Facilities' Maintenance Department. The Engineering Department will keep records on magnetic media.
- Change timing plans according to special events.
- Up-load and download database changes to field equipment.
- Expand system components as needed.
- Conduct traffic analysis of system performance on a continuous basis.

Maintenance and Protection of Traffic It is suggested that construction activities, which interrupt traffic, be limited to non-peak hours due to the high volume of traffic. The city has several viable detour options if required during certain phases. We anticipate the contractor to provide two-way traffic on the subject roadways at all times. The bulk of the work will not interfere with current traffic operations.

Bicycle and Pedestrian Assessment:

Although bicycle and pedestrian accommodations should be considered for all projects, this type of project does not typically provide reasonable opportunity to provide improvements for these travel modes. The purpose and need for this project is to upgrade an antiquated signal system into a modernized closed loop system and provide a safer more efficient corridor. No roadway geometric modifications are anticipated. Where not already provided, ADA compliant sidewalk ramps, pedestrian push buttons and crosswalks will be included.

Impacts

Rights of Way: None anticipated.

Utilities: Impacts to utilities should be limited to overhead runs including electric, communications, and cable. The cost of the relocation of existing overhead cables to provide

interconnection within the "municipal gain" should be the responsibility of the affected/impacted utility companies.

Environmental: The potential for contaminated soil to be encountered during the excavation may exist. Subsurface investigation and removal of contaminated soils may be required. Previous projects have been submitted to the department's Office of Environmental Compliance in which a Task 110- Environmental Screening Review was performed with no further investigation warranted. Form 816, Section 1.10.07 provides additional reference for contaminated soil encountered.

Preliminary Cost Estimate: The City's consultant prepared a cost estimate of \$7,800,000 for the proposed improvements.

The PDU confirmed with FHWA that funding for the aforementioned improvements would be funded at a 100% federal with no state or town match. The city will be reimbursed at 100% for all phases. This is contingent on the city demonstrating to FHWA their ability to fully support the system including all future maintenance and operational responsibilities.

The DOT Project Development Unit (PDU) has estimated the costs of the project phases as identified below. Note that the PE estimate includes the cost of the Department's oversight of the design process.

Project Phase:	Federal Share	State Share	Municipal Share	Total Cost
Preliminary Engineering	\$800,000	\$0	\$0	\$800,000
Rights of Way Phase	0	0	0	0
Construction Breakdown:				
Contract Items	5,900,000	0	0	\$5,900,000
Incidentals (15%)	890,000	0	0	\$890,000
Contingencies (10%)	590,000	0	0	\$590,000
Utilities				0
Total Construction (2013)	7,647,000			\$7,647,000
Total Project (2013)				\$8,180,000

The town may elect to use a consultant engineer for the construction inspection of this project but will have to follow the Qualifications Based Selection (QBS) process in order to be eligible for reimbursement. A 2013 construction funding obligation may be attainable, contingent upon timely completion of design plans, specifications, estimates and execution of all required agreements.



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

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

COMM. #36-11 Ref'd to Public Safety & Transportation Comm. On 01/17/2012.

January 9, 2012

Honorable Body of the City Council
Bridgeport, Connecticut

Re: **State Project 15-358** **Federal Aid Project 1015(124)**
Letter of Commitment
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing
Funding from the STP-Urban Program

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Letter of Commitment for the project. Enclosed you will find a sample letter. The total preliminary estimated cost for the construction is approximately \$800,000.00. Financing is substantially under the Urban Component of the Surface Transportation Program. Federal Funds will be utilized for 80% of the construction costs. The City's share is the remaining 20%.

We are, therefore, requesting that the City Council approve the Resolution attached and authorize Mayor Bill Finch to sign this and any other documents and agreements necessary to complete this project.

Enclosed for your review is a project summary report detailing the project.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidí
Engineering Supervisor

Enclosures

c: Mayor Bill Finch
Andrew Nunn, CAO
Charlie Carroll, Public Facilities
Bobby Kennedy, Public Facilities
David Cote, Engineering

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CITY OFFICE
2012 JAN 11 P 12:14

**RESOLUTION
OF THE
BRIDGEPORT CITY COUNCIL
REGARDING THE
SURFACE TRANSPORTATION PROGRAM: URBAN (STP)
INSTALLATION OF SIDEWALKS ON IRANISTAN AVENUE
FROM STATE STREET TO RAILROAD AVENUE**

WHEREAS, the Intermodal Surface Transportation Efficiency Act allocates federal funds to urban areas for the purpose of implementing various transportation improvement projects, and federal-aid funds under the Surface Transportation Program are appropriated for use in the Bridgeport Urban Area each year, and the Greater Bridgeport and Valley Metropolitan Planning Organization is authorized to select projects for funding under the Surface Transportation Program: Urban Area (STPB) account.

WHEREAS, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of a project concept review.

WHEREAS, the City of Bridgeport is proposing to install new sidewalks to replace the existing deteriorated sidewalks on Iranistan Avenue from State Street to Railroad Avenue, and seeking federal financial assistance under the Surface Transportation Program: Urban Area designated as STPB.

WHEREAS, the City of Bridgeport will be responsible for the cost of the design the proposed improvements, assessing environmental impacts and obtain all necessary permits. There will be no Rights-Of- Way impact anticipated under this project.

WHEREAS, the *City of Bridgeport* has investigated the feasibility of constructing the proposed improvements and has completed the ConnDOT's Project Concept Review Process including:

- Review and evaluation of the proposed project by the ConnDOT and Greater Bridgeport Regional Planning Agency;
- Publishing a legal notice display advertisement and a public meeting on the proposed project;
- Presenting the proposed concept plan and cost estimates at a public information meeting.

WHEREAS, the Greater Bridgeport and Valley Metropolitan Planning Organization has endorsed the proposed project and to use federal funds available under the STPB for the proposed project.

WHEREAS, the *Mayor* and the *city council* of the *City of Bridgeport* will consider the concerns and comments of the residents, agencies and groups affected by the proposed project.

NOW THEREFORE BE IT RESOLVED that the *Mayor* and the *city council* of the *City of Bridgeport* finds that the proposed project is in the best interests of the *City of Bridgeport*, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the public.

NOW THEREFORE BE IT FURTHER RESOLVED that, based on the above information, the *Mayor* and the *city council* of the *City of Bridgeport* fully supports the proposed project and will commit the necessary resources to ensure completion of the proposed project in an expeditious manner.

FURTHERMORE, the *Mayor* of the *City of Bridgeport*, or his duly authorized designee, is hereby authorized execute any and all documentation required to complete the proposed project.

Date:

(Duly Authorized Signature)

Name: _____

Title: _____

(Please Print)

RESOLUTION

State Project No. 15-358

Federal Aid Project No. 1015(124)

RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment , Iranistan Avenue – Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

ADOPTED by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the _____ day of _____, 2012.

Clerk

(Seal)

Date

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, Bill Finch, Mayor of the City of Bridgeport, an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 2012, by the governing body of the City of Bridgeport in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked and is, at present, in full force and effect.

RESOLVED, that the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this _____ day of _____, 2011.

BY: _____
Bill Finch

Title: Mayor

City of Bridgeport
OFFICE OF ENGINEERING

PROJECT SUMMARY REPORT

STATE PROJECT NO. 15-358
FEDERAL AID PROJECT NO. 1015(124)
IRANISTAN AVENUE - INSTALLATION OF SIDEWALKS
FROM STATE STREET TO RAILROAD AVENUE
CITY OF BRIDGEPORT

PURPOSE & NEED: The proposed project will improve pedestrian mobility and pedestrian safety on Iranistan Avenue from State Street to Railroad Avenue (approximately 1,420 feet) which provides direct access to Seaside Park.



Location Map

ORIGIN: In 2009, the City of Bridgeport, through the Greater Bridgeport Regional Council (GBRC), had submitted an application for funding under the ARRA Program to rehabilitate Iranistan Avenue, Project No. 15-343. Although not initially anticipated, the full-depth reconstruction of Iranistan Avenue from State Street to Railroad Avenue was required and was incorporated into Project No. 15-343.

The existing granite and concrete curbs on this section of roadway were in fair to good condition but were replaced during the project due to the excessive crown of the roadway and lack of sufficient curb reveal. As a result, the elevation of the curb was raised. The replacement of the existing sidewalks was not included in the project due to the potential delay in the project's schedule. Consequently, the top of curb elevation is higher than the adjacent sidewalk elevation which has resulted in the ponding of water and the creation of a tripping hazard. As a result, city officials have submitted an application for funding under the STP-Urban Program to replace the sidewalks on the subject section of Iranistan Avenue.

ELIGIBILITY: This section of roadway was indirectly adversely impacted by Project No. 15-343, the proposed sidewalk replacement was determined to be eligible under the STP-Urban Program.

EXISTING CONDITIONS: Iranistan Avenue is functionally classified as an urban collector roadway and provides access to the city's Seaside Park. The roadway is 40 feet wide which accommodates two travel lanes and parking lanes on both sides. The subject section of Iranistan Avenue, which has been recently reconstructed, is tangent and has uniform grades varying from 1 to 2 percent.

The 2010 ADT on this section of Iranistan Avenue was counted at 3,600 vpd. The posted speed limit within the project limits is 25 mph. On this section of Iranistan Avenue, the intersections at Railroad Avenue and State Street are signal controlled. All other intersections are side street stop controlled.

As was previously noted, the elevation of the new curbing was set higher than the adjacent sidewalks, which has created ponding and a tripping hazard. The existing sidewalks consist of a mix of concrete and bituminous concrete and are in poor overall condition although short sections are in fair to good condition. Large mature deciduous trees (approximately 50) line both sides of the roadway between the curb and the sidewalk. The root system of many of these trees have undermined and broken up sections of the sidewalk system. In several areas, there are excessive concrete and bituminous concrete material between the sidewalk and curb.

Approximately six pedestrian ramps do not meet ADA requirements and will require modification. In three of these locations, short retaining walls (approximately 3 feet high and 10 feet long) will also require replacement.

The overhead utilities within the project limits include United Illuminating Company, SNET, Cablevision of Connecticut and signalization appurtenances. Underground utilities include United Illuminating Company, Southern Connecticut Gas Company, Aquarion Water Company of Connecticut and city's sanitary sewers.

PROPOSED IMPROVEMENTS: In its application, the city of Bridgeport has proposed the replacement of approximately 1,900 feet of existing sidewalk with a 5-foot wide concrete sidewalk.

After discussions with State DOT officials, it was determined that the following additional work would be included in the project:

- Six pedestrian ramps will be modified to meet the latest ADA requirements, which will require replacement of approximately 150 feet of concrete curbing and the replacement of three small retaining walls (100 SF).
- The existing trees (approximately 50) that are located between the curb and sidewalk will be removed. To avoid disruption to the recently installed curbing, the tree stumps will be ground down to below finish grade. The trees will be replaced with more suitable plantings.
- In the area between the curb and sidewalk, the existing debris will be removed, topsoil will be placed and grass established.

Roadway Classifications: Iranistan Avenue – urban collector

Posted Speed Limit: 25 mph

Impacts

- Environmental compliance – We do not anticipate any contamination issues due to the nature of the work.
- Environmental Permits – A Coastal Area Management (CAM) consistency and a Flood Plain Management permits are anticipated under this project.
- Utilities – No impacts to overhead or underground utilities are anticipated.
- R.O.W. – None anticipated.

Funding: The funding ratio for sidewalk projects, under the STP-Urban Program, matches 80% federal funds with 20% municipal funds for the Construction Phase. Since the STP-Urban Program is a reimbursement program, the city will have to bond 100% of the cost of the project and will be reimbursed by the Department as the contractor submits his bills.

The city will be responsible for 100% for the cost of the Design Phase. However, a separate PE phase will be initiated for the Department's review and oversight of the city's design, which will be funded with 80% federal funds (STP-Bridgeport) and 20% state urban bonds. The City of Bridgeport will administer the construction phase and will be responsible for the advertizing, award and inspection of the project.

Preliminary Cost Estimate

The estimate and funding ratios for the following phases are as follows:

PE Phase	<u>Federal</u>	<u>State</u>	<u>Municipal</u>	<u>Total</u>
PE Phase (DOT oversight)	\$ 20,000	\$ 5,000	0	\$ 25,000
Design	<u>\$ 0</u>	<u>\$ 0</u>	100% (city)*	<u>\$ 0</u>
PE Phase Total	\$ 20,000	\$ 5,000		\$ 25,000
 Construction Phase				
Construction Items	\$ 505,600	\$ 0	\$ 126,400	\$ 632,000
Contingencies	\$ 50,400	\$ 0	\$ 12,600	\$ 63,000
Incidentals to Construction	<u>\$ 76,000</u>	<u>\$ 0</u>	<u>\$ 19,000</u>	<u>\$ 95,000</u>
Total Construction Phase	\$ 632,000	\$ 0	\$ 158,000	\$ 790,000
 Total Project Costs	 \$ 652,000	 \$ 5,000	 \$ 158,000	 \$ 815,000



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH
Mayor

COMM.# 37-11 Ref'd to ECD& Environment Committee on 1/17/2012.

Donald C. Eversley
Director

January 10, 2012

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: 287 Clinton Avenue – Tax Assessment Agreement

Dear City Clerk:

Please find attached a resolution to approve an “Agreement to Fix the Assessment at 287 Clinton Avenue in Support of the Elias Howe School Elderly Affordable Housing Development.”

I would ask that this item be included on the City Council’s Agenda for its January 17th, 2012 meeting for referral to the Committee on Economic and Community Development and Environment.

Thank you.

Sincerely,

Bill Coleman
Director of Neighborhood Development

C: Mayor Finch
Alanna Kabel, Deputy CAO
Donald Eversley, Director OPED
Elaine Carvalho, Tax Assessor

**A Resolution by the Bridgeport City Council
Regarding
An Agreement to Fix the Tax Assessment at 287 Clinton Avenue
In Support of the Elias Howe School Elderly Affordable Housing
Development**

WHEREAS, Elias Howe Realty LLC is the owner and developer of 287 Clinton Avenue (the former Elias Howe School) pursuant to an RFP process conducted by the City of Bridgeport's Office of Planning and Economic Development; and

WHEREAS, the development plan for the former school calls for the investment of over \$4 million in the creation of 37 units of affordable elderly housing; and

WHEREAS, the financing for this development includes funding from a number of public and quasi-public sources which require that affordability be maintained for fifteen years on the property; and

WHEREAS, the City wishes to be supportive of this affordable housing development by offering a reduction in the tax assessment to allow the project sufficient revenue to operate from a sound financial structure; and

WHEREAS, Section 12-65b of the Connecticut General Statutes allows for the City to enter into such an agreement;

NOW, THEREFORE BE IT RESOLVED that The Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and execute an agreement for the fixing of the assessment at 287 Clinton Avenue, with Elias Howe Realty LLC, its successors or assigns in a manner consistent with this resolution.

FURTHER BE IT RESOLVED:

- 1) The period of the agreement will be for a maximum of 7 years. It will begin with the grand list of October 2012 and continue through the grand list of October 2018.
- 2) During this period of time, the assessment for the real property at 287 Clinton Avenue will be fixed at \$1 million (one million dollars).
- 3) Prior to the grand list of October 2012, the real property shall be assessed as per the normal assessment and levy practices of the City of Bridgeport.
- 4) This tax assessment fixing agreement shall be made available to the owner of 287 Clinton Avenue solely in support of the affordable elderly housing development program proposed for the site. If for any reason, 287 Clinton Avenue should be devoted to any other program of development and use other than affordable elderly housing, this Agreement shall no longer be in effect and the property shall be subject immediately to the normal assessment and levy practices of the City of Bridgeport.
- 5) The City shall require that the owner of 287 Clinton Avenue attest annually, in a form satisfactory to the City, as to the continuance of the affordable elderly housing program at the site in order for the property to continue to qualify for this fixed assessment.



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH
Mayor

Comm. #38-11 Referred to Contracts Committee on
01/17/2012

Donald C. Eversley
Director

January 10, 2012

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: 485 Howard Avenue
Lease and Option to Purchase Agreement

Dear City Clerk:

Please find attached a resolution to approve a "Lease and Option to Purchase Agreement" by which the City would lease and potentially purchase the real property at 485 Howard Avenue for use by the Police Department. Please find attached as well a copy of the "Lease and Option to Purchase Agreement."

I would ask that this item be included on the City Council's Agenda for its January 17th, 2012 meeting for referral to the Contracts Committee.

Thank you.

Sincerely,

Bill Coleman
Director of Neighborhood Development

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Ron Pacacha, Associate City Attorney

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CITY CLERK'S OFFICE
2012 JAN 11 P 3:49

**A Resolution Approving a “Lease and Option to Purchase Agreement”
for 485 Howard Avenue**

WHEREAS, the City of Bridgeport is desirous of leasing and potentially purchasing a facility to house various functions of the Police Department so as to make better tactical use of existing resources and to allow for future growth and flexibility; and

WHEREAS, on behalf of the Police Department, the City’s Office of Planning and Economic Development (OPED) has conducted a Request for Proposals (RFP) process by which it has publicly solicited competitive offers of real estate for the Police Department’s consideration; and

WHEREAS, OPED and the Police Department have analyzed all the RFP responses and have visited all the sites and facilities; and

WHEREAS, that analysis indicates that the property at 485 Howard Avenue offers the best economic value, physical utility, and tactical advantage of all the properties considered; and

WHEREAS, the Office of the City Attorney has prepared and attached to this resolution a “Lease and Option to Purchase Agreement” which allows for the City to have an affordable lease payment on the facility as well as an exclusive option to purchase at appraised value; and

WHEREAS, the Police Department has consulted with the City’s Office of Policy and Management and has determined that sufficient financial resources exist to enter into the proposed “Lease and Option to Purchase Agreement”; and

WHEREAS, the “Lease and Option to Purchase Agreement,” has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission;

NOW THEREFOR BE IT RESOLVED that the attached “Lease and Option to Purchase Agreement” for 485 Howard Avenue, or an amended document substantially consistent with it, is hereby approved; and be it further resolved that the Mayor or the Director of the Office of Planning and Economic Development, or their delegate is authorized to execute all documents and to do any all other things necessary to effectuate this transaction.

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this ___ day of _____ in the year 2012 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

WITNESSETH:

1. PREMISES. In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").

2. TERM; USE; CONFIDENTIALITY. (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of March, 2012 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.

3. RENT. Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("Lender") in connection with that certain [promissory note and mortgage dated _____ and recorded in Book _____ at Page _____ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:

Rent goes to bank

[Lender Address]

4. WASTE AND REPAIRS. Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.

5. PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS. The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of Rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice, shall not relieve the Lessee herein from the obligations hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this agreement on account of such assignment, subletting or transfer thereof.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments, including the City of Bridgeport, and all of their departments applicable to the Premises.

7. INDEMNIFICATION; SELF-INSURANCE.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Lessor, its employees and agents (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The Lessee is self-insured as to all of its obligations under this Lease, including but not limited to any damage to the premises. Upon the execution of this Agreement, the Lessee shall provide an original letter from the Office of the City Attorney in the form attached hereto as **Schedule C**.

(c) **Incremental Cost of Insurance.** In the event that the Lessor's insurance costs for the Premises are increased as a direct result of the Lessee's presence and activities, the Lessor will notify the Lessee of such incremental cost increase with backup documentation reasonably satisfactory to the Lessee and the Lessee shall pay the incremental cost increase as part of the monthly Rent next becoming due.

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure for which the Lessee is responsible under this Agreement within thirty (30) days after written notice, then the amount thereof shall be payable within ten (10) days of written demand or may at the Lessor's sole election be added to and be deemed a part of the installment of Rent next coming due.

9. ADDITIONS AND IMPROVEMENTS. Before Lessee desires to make alterations, additions or improvements to the Premises, it shall request in writing the Lessor's consent ("**Consent**"), which request shall include a disclosure of the Lessee's plans. The Lessor shall not delay, withhold or deny its Consent using its commercial business judgment, reasonably exercised. Upon receipt of Consent, the Lessee shall make the approved alterations, additions or improvements in compliance with all requirements of public agencies and authorities having jurisdiction over the Premises. All alterations, additions and improvements (except trade fixtures) installed at the Lessee's expense shall become the property of the Lessor upon a default by Lessee that is not cured pursuant to this Agreement and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof subject to the terms of the Confidentiality Agreement at all reasonable

hours in the case of an emergency to examine the Premises and the Lessee shall not be entitled to any abatement or reduction of Rent but at all other times shall give the Lessee twenty-four (24) hours prior notice. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under the within paragraph, the Lessor agrees that it will not unreasonably interfere with the Lessee's Use.

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.

12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.

13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31st and July 31st of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.

14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.

15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.

16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.

17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.

18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.

19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

Taxes must be current

Taxes included in rent

the property, fire and casualty insurance policy kept by Lessor to protect the Premises. In the event a part of the Premises is so damaged as to make a part thereof untenable, the Rent shall not cease but shall be adjusted pro rata for the portion of the Premises that is untenable for the period that it remains so. In the event that the damage should be so extensive as to render a substantial portion of the Premises untenable in the reasonable judgment of the Lessee upon written notice from the Lessee, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Agreement shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination.

20. DEFAULTS; REMEDIES. In the event that the Lessee shall default in the payment of Rent the Lessor shall give ten (10) days written notice of such default, and the Lessee shall cure such default within such period. In the event that the Lessee shall default in said Lease by violating or omitting to perform any of the provisions herein contained, the Lessor shall give thirty (30) days written notice of such default, violation or omission, and the Lessee shall cure said default within such period, unless due to the nature of the default it cannot be cured within such 30-day period in which case the Lessee shall be entitled to additional thirty (30) day period in which to cure such default provided that the Lessee is pursuing such cure with its best efforts and due diligence. If the default has not been cured within such time period, this Agreement shall cease and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination. Upon termination, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings without being liable for prosecution therefor, take possession of said Premises and remove all persons therefrom. If the Lessor shall elect, Lessor may re-let the same as the agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may be put to in entering and letting, and then to the payment of the Rent payable under this Agreement and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date whereon this Agreement or the Term would have expired by limitation had there been no such default by the Lessee.

21. BANKRUPTCY. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor, and upon five (5) days' notice to the Lessee of the exercise of such option, this Agreement shall cease and come to an end.

22. RULES AND REGULATIONS. The Lessor shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the Premises and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

23. QUIET POSSESSION. The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

24. BINDING UPON PARTIES, ETC. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

25. HOLDING OVER. No holding over and continuing any occupancy or activities by the Lessee after the expiration of the Term herein shall be considered as a renewal or extension of the Term under this Agreement. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Agreement, and Rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Agreement for the period of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Agreement for but one

Lease
endures
foreclosure

month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent defect in the Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

27. OBLIGATIONS FOR REPAIRS AND MAINTENANCE. The Lessee shall be responsible, at its sole cost and expense, for the construction of any improvements to the Premises, all of which shall require the Lessor's Consent, except as otherwise specifically referred to herein. Lessee shall also be responsible for all ordinary maintenance, repairs and replacements, and for all other expenses related to the Lessee's use of the Premises during the Term. For purposes of this paragraph 27, "replacements" shall mean the Lessee's obligation to replace building fixtures, features or equipment defined by the Internal Revenue Code, as amended, as having a useful life of five(5) years or longer. Lessee's obligations for maintenance, repair and replacement, include but are not limited to the following:

A.

(a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;

(b) Electricity, gas, telephone, water, sewer, cable, satellite and other utility costs and fees;

(c) All heating, air-conditioning and ventilation maintenance costs;

(d) All utility taxes, if any, surcharges, and all water and sewer charges;

(e) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;

(f) All costs for construction, repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and

(g) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

B. In any case where the Lessee conducts a public bidding process for improvements to the Premises, such improvements shall be performed at Lessee's sole expense. In connection with any such public bidding process, the Lessee will make the Lessor's construction company aware of the requirements of the bid and the Lessor may bid on such work, subject to the City's procurement rules and regulations..

28. ABANDONMENT OF PERSONAL PROPERTY. Lessor shall not be responsible or liable for loss in any event from any of the property of the Lessee brought into the Premises or left therein by the Lessee upon the termination of this Agreement. All personal property (including trade fixtures) left at the Premises, upon removal of the Lessee during or at the end of the Term shall be considered as abandoned by Lessee and may be disposed of by Lessor as it sees fit at the expense of Lessee.

29. DISPUTE RESOLUTION.

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 having competent jurisdiction over the parties located in Fairfield County, Connecticut.

30. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by delivering such notice by recognized overnight carrier or by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given on the date two (2) days after it is duly delivered to a recognized overnight carrier or after being deposited in any facility of the United States Postal Service.

31. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. PARAGRAPH HEADINGS. The paragraph headings appearing in this Agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.

34. ENVIRONMENTAL PROVISIONS. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

(a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Term or the earlier termination of the Agreement and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and permitted assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

Definitions

(i) "Lessee" means the occupant of the Premises or any part thereof and its successors and permitted assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et

seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the real property described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

35. **OPTION TO PURCHASE** Notwithstanding anything to the contrary contained in this Agreement, the Lessor grants to the Lessee the following option to purchase the Premises:

(a) The Lessor hereby gives, grants, bargains and conveys to the Lessee, an exclusive option to purchase the Premises on the terms and conditions described herein ("Option"). The Option shall last for a period commencing on the date first above written and shall expire at 5:00 p.m. on a date sixty (60) days prior to the expiration of the Term ("**Option Period**"). The Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as a result of Lessee's default, by the Lessee giving written notice to the Lessor. The purchase price for the Premises shall be determined by establishing the fair market value thereof by independent appraisal. Upon the Lessee's exercise of the Option, each party shall commission an appraisal at its sole cost and expense. The purchase price shall be the average of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the matter of valuation shall be submitted to an independent, neutral appraiser selected by the parties' respective appraisers. The neutral appraiser shall determine the fair market value to be paid by the Lessee within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall be final and binding. If the Lessee does not agree to purchase the Premises based upon the fair market value of thereof determined by the appraisal procedure described above, it shall give prompt notice to the Lessor, in which case the Lessee may elect to either continue to occupy the Premises in accordance with this Agreement or may terminate, in which case this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations arising prior to the termination thereof.

Exclusive
Option
to
Purchase
at
Fair
Market
Value

(b) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the Option is exercised and fair market value of the Premises is determined in accordance with this Agreement, subject to the Lessee's acceptance of title, as set forth below. Lessee has the right to conduct inspections and testing of the Premises during such 90-day period and may reject the condition of the Premises and elect not to proceed to close title.

(c) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(d) Within fifteen (15) days after exercising the Option, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy requested by Lessee in accordance with the terms of this Agreement, with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively,

"**Claimed Title Defects**") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("**Standards of Title**"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) The Lessor shall be responsible for delivering fee simple title to the Lessee insurable at ordinary title insurance rates and the Lessee shall bear the responsibility for all closing costs, including but not limited to costs for recording, conveyance taxes, if any, title reports, and premiums for title insurance.

(f) The Lessee's Option shall survive any change of ownership in the Premises or foreclosure thereof.

36. MISCELLANEOUS

(a) **Nondiscrimination.** The Lessee 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 (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

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

(c) **Independent Contract.** This Agreement is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.

(d) **Prohibition Against Assignment.** The Lessee may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder. The Lessor may assign its interest in this Agreement at any time to any person or entity that assumes the Lessor's obligations from the date of the assignment hereunder; provided, however, that, absent express consent in writing by the Lessor, such assignment shall not release the Lessor from its obligations to the Lessee hereunder.

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

(f) **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.

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

(i) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(j) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(k) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(l) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and the Lessee delivers a fully-executed original thereof to the Lessor.

(m) No Broker. The parties hereto are signing this Agreement in reliance upon the representations of the other party that there is no broker, agent or finder who brought the Property to the Lessee's attention or in any way negotiated the Agreement with the Lessee. The parties mutually agree that each shall indemnify the other against, and hold the other harmless from, and defend such other party from and against any loss resulting from the claim or lien recorded against the Premises of any broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Premises to the attention of the Lessee or the Lessee's representatives, or interested the Lessee in the Premises, or in any manner dealt with the Lessee with respect to the Premises. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees. This paragraph shall survive the transfer of the Premises or the earlier termination of this Agreement.

(n) Notice of Lease. The material terms and conditions of this Agreement may be incorporated into a notice of lease and may be recorded on the Bridgeport Land Records.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the day and year first above written.

Signed, Sealed and Delivered

LESSOR

In the Presence of:

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

In the Presence of:

LESSEE

Name:

Title:

Duly-authorized

LENDER

The Lender acknowledges and accepts the Lessor's entry into this Lease and acknowledges the Lender's direction that Rent payments be made directly from Lessee to the Lender.

Name:

Title:

Duly-authorized

*Bank Acknowledgement
Payments to the bank*

Schedule A

Description of the Demised Premises

Schedule B

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into effective this ____ day of ____, 2012 by and between **Four Kids Enterprises, LLC** ("Lessor") and the **City of Bridgeport** ("Lessee").

RECITALS

The parties will be entering or have entered that certain Lease and Option to Purchase Agreement dated _____ related to the lease of 485 Howard Avenue, Bridgeport, CT 06605 ("Premises") from Lessor to Lessee;

The Lessee's use of the Premises for police activities has aspects that are confidential in nature and, if divulged, might compromise or adversely affect the health, safety and welfare of the general public;

The Lessor agrees to keep the nature of the Lessee's activities at the Premises in confidence in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual and dependent promises hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

a. Designation of Confidentiality. The parties acknowledge that the Lessee's use of the Premises is confidential in nature due to the fact that the Lessee will be conducting police activities and storing equipment of various types at the Premises. Police activities, operations, identification of personnel, equipment and the like shall not be disclosed by the Lessor ("Confidential Information") except as may be permitted in this Agreement.

b. Non-Disclosure. At all times during the Term of the Lease and thereafter, the Lessor agrees to keep in confidence all Confidential Information, and shall not use, disclose, disseminate, publish, or otherwise transmit, directly or indirectly, any such Confidential Information.

The Lessor shall be relieved of its obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request,

or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided however, that, in connection with any such requested disclosure, the Lessor receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order or agreement providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order or agreement absolving the Lessor of any requirement to disclose the Confidential Information sought. If such orders or agreements cannot be timely obtained by the Lessee, the Lessor shall be permitted to comply with the request.

d. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Agreement by the Lessor or its attorneys or agents shall no longer be subject to the restrictions of this Agreement. In addition, no information or documentation already in the possession of the Lessor or its attorneys or agents shall be subject to the restrictions of this Agreement.

2. INJUNCTIVE RELIEF

The Lessor acknowledges that the injury to the Lessee resulting from any violation of any of the covenants contained in this Agreement will be of such character as cannot adequately be compensated by money damages and, accordingly, the Lessee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation, and that no bond or other security shall be required in connection with such injunction.

3. GENERAL

- a. All notices hereunder shall be in writing in the manner set forth in the Lease.
- b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

c. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, supersedes any prior understandings, agreements or representations by or between parties, written or oral, which may have related to the subject matter hereof, and may not be altered except by a writing signed by all parties hereto.

d. The failure of any party hereto to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

Lessor

By _____
Name
Title

CITY OF BRIDGEPORT

By: _____
Name
Title

Schedule C

Self-Insurance Letter

[Date]

[Addressee]

Re: [Description of Contract, Project or Activity Requiring the Letter]

Dear _____:

The Office of the City Attorney, as legal counsel to the City of Bridgeport, a municipal corporation organized and existing under the Laws of the State of Connecticut, has been requested to explain the City's capacity to satisfy various claims for personal injury and property damage in lieu of providing a policy or policies of insurance.

Please be advised that the City of Bridgeport is self-insured.

According to Chapter 7 of the City Charter, the City Attorney is obligated to present a consolidated annual general fund budget, including a reserve for such injury and damage claims, to the Director of Policy and Management, and to represent the City in the defense of all civil actions. The Legal Department's claims and litigation accounts, upon budget adoption by the City Council as part of the annual operating budget, are available and utilized for the payment of monetary obligations resulting from claims and lawsuits against the City, following judgment or upon authorization and approval of settlements by the City Council, as required.

The City generally funds claims for damages on account of personal injury and property damage for which it is liable from the Sundry/Personal Claims and Lawsuits Account contained in the annual operating budget of the City's Legal Department. These reserve accounts (together with the City's authority to raise revenue through use of its municipal taxing and bonding authorities pursuant to State Law) are sufficient to satisfy the minimum requirements set forth in the Assistance Agreement for the payment of claims.

Furthermore, the City of Bridgeport, as set forth in the Assistance Agreement, hereby agrees to indemnify and hold harmless the State of Connecticut for any and all claims arising from the negligent actions of the City, its employees, or agents. Notification regarding claims should be addressed to

City Clerk, City of Bridgeport, 45 Lyon Terrace, Bridgeport, CT 06604, with copies to Director of Planning and economic Development, Office of OPED, 999 Broad Street, Bridgeport, CT 06604, and City Attorney, Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: Mark.Anastasi@bridgeportct.gov. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

Schedule D

Rules and Regulations



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH
Mayor January 10, 2012

Donald C. Eversley
Director

Steve Bachleda
Four Kids Enterprises, LLC
485 Howard Avenue
Bridgeport, CT 06604

**Re: Acknowledgement and Acceptance of Terms
Lease-Purchase Offer -485 Howard Avenue**

Dear Mr. Bachleda:

This letter outlines the terms by which the City of Bridgeport ("Tenant"), subject to City Council approval, proposes to enter into a "Lease and Option to Purchase Agreement" with Four Kids Enterprises LLC ("Landlord") for 485 Howard Avenue.

- NY* *3/11/2012 JB*
- 1) Beginning *9/1/2010*, Tenant shall lease the entirety of the building and property.
 - 2) The annual lease payment shall be \$157,000 per year.
 - 3) The annual lease payment amount is due in twelve monthly payments of \$13,083.33.
 - 4) The annual lease payment shall cover rent and real estate taxes.
 - 5) Landlord shall pay real estate taxes in full and shall provide tenant with documentation of payment by January 8th and July 8th of each year.
 - 6) The annual lease payment shall not cover building insurance or utilities.
 - 7) Tenant shall have exclusive and sole use of the building and property.
 - 8) Tenant shall be responsible for its own fit-up costs.
 - 9) Lease term shall be for three years from commencement.
 - 10) Upon lease execution, Tenant shall have an exclusive option to purchase the property.
 - 11) The exclusive option to purchase shall run for three years from lease commencement.
 - 12) Purchase price under option shall be fair market value as determined by independent appraisal commissioned by the City of Bridgeport at the time of proposed purchase.
 - 13) Tenant's rights, including the right of exclusive option shall survive any change of ownership or foreclosure action.
 - 14) The City Attorney's Office shall draft the required lease and option agreement.
 - 15) Landlord's signature below signifies agreement with these terms.

Thank you.

Bill Coleman
Director of Neighborhood Development
City Planning & Economic Development

Acknowledged and Agreed:

Steve Bachleda
Managing Member
Four Kids Enterprises LLC

To: City Council
Fr: Bill Coleman, OPED
Date: 1/10/2012
Re: RFP Results and Recommendation – Police Services Building

485 Howard Avenue is the recommendation of Police Dept and OPED

Police Perspective

- * Proximity to West Side police precinct (2 properties away)
- * Column-free clear span space offers maximum flexibility for equipment
- * Finished Office space suits administrative needs
- * Clean, modern, bright building offers attractive working environment
- * Stand alone property provides defensible borders, perimeter security, cameras

OPED Perspective

- * Avoids Destabilization and Blight of foreclosure
- * Supports West End Redevelopment Area (Batalla, Chaves, AKDO, Dari, Bead, etc)
- * Supports Grow America Fund in community lending (10 deals leveraging City \$)
- * Finance Office deems rent to be a cost-neutral move for the police department
- * Lease with Exclusive Option to Purchase at Appraised Value gives City control

Other Buildings

Police 2nd Preference was New Construction – 1558 Barnum Avenue

- * Build to Suit obviously would meet needs
- * New Building would present attractive work environment
- * Pad-Site, among three other sites, doesn't offer complete stand alone, but manageable
- * OPED notes higher cost of new construction, which means it is not cost neutral
- * OPED notes the wait time for new construction
- * OPED notes that the site is a reclaimed brownfield (w City EPA brownfield loan)

Police 3rd Preference was a Portion of the Property at 750 South Ave

- * Building had requisite space, although it was not column free clear span as at Howard
- * Building had office space, though not as attractive as Howard
- * Garage access is through State right-of-way, which would have to be addressed
- * Location of building under highway presented strategic concerns to police dept
- * Within a larger parcel, still to be developed, means future uncertainty next door
- * OPED notes that South Ave and Howard Ave are both cost neutral

Four Unacceptable Buildings

Too cut up or too dirty or too small or too wet.

RESOLUTION

Whereas, the City of Bridgeport recently acquired 115 Virginia Avenue from the State of Connecticut; and

Whereas, the property will be maintained for use as a City Park for the benefit of Bridgeport citizens; and

Whereas, the late Anna Migliore was an exceptionally active member of the community, contributing her time and energy to activities that touched the lives of many; and

Whereas, the late Anna Migliore with husband John, lived most of their lives and raised their family in this neighborhood; and

Be it RESOLVED, That the newly acquired property at 115 Virginia Avenue be named in honor of Anna Migliore and be known as 'Anna Migliore Park'.

Introduced at a meeting
of the City Council, held:

January 17, 2012

Referred to: Board of Park Commissioners

By Councilmember(s): Robert P. Curwen Sr., D-138th
Richard M. Paoleto Jr., D-138th

Attest: _____

City Clerk

Referrals Made:

Resolution

By Council Members Robert P. Curwen Sr. and Richard M. Paoletto Jr. – 138th District

For introduction at the meeting of the City Council to be held on January 17, 2012.

For referral to the Board of Parks Commissioners.

Resolution to designate newly acquired property at 115 Virginia Avenue as 'Anna Migliore Park'.

Whereas, the City of Bridgeport recently acquired 115 Virginia Avenue from the State of Connecticut.

Whereas, the property will be maintained for use as a City Park for the benefit of Bridgeport citizens.

Whereas, the late Anna Migliore was an exceptionally active member of the community, contributing her time and energy to activities that touched the lives of many.

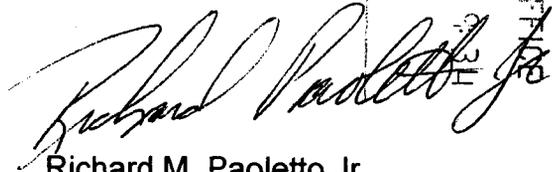
Whereas, the late Anna Migliore with husband John, lived most of their lives and raised their family in this neighborhood.

Be it resolved that the newly acquired property at 115 Virginia Avenue be named in honor of Anna Migliore and be known as 'Anna Migliore Park'.

Submitted:



Robert P. Curwen Sr.
Council Member, 138th District



Richard M. Paoletto Jr.
Council Member, 138th District

Date 1-16-12

RECEIVED
CITY OF BRIDGEPORT OFFICE
2012 JAN -9 A 9:31

Resolution

By Council Member Warren Blunt, 135th District.

For introduction from the floor at the meeting of the City Council on January 17,
2012.

For Immediate Consideration.

Resolution to enforce a curfew for youth, age sixteen years and younger.

Whereas, there has been a rash of violence and killing of youth in Bridgeport.

Whereas, these killings have been occurring on streets and public places.

Be it resolved that the necessary action be taken immediately to enforce City Code
of Ordinances Chapter 9.12 Offenses by or against children.

Be it resolved that this action be put in place as quickly as possible in the manner
necessary, including an emergency order.

Be it resolved that any shortcomings or necessary details to make this ordinance
more effective be brought to the attention of the City Council so the necessary
amendments can be made.

Submitted:



Warren Blunt, Council Member, 135th District

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TEST
1/17/12

Date

Chapter 9.12 OFFENSES BY OR AGAINST CHILDREN

Sections:

Article I. Curfew for Minors

9.12.010 Purpose and findings.

9.12.020 Definitions.

9.12.030 Violations of curfew.

9.12.040 Parental responsibility.

9.12.050 Police procedures

9.12.060 Violation--Penalty.

Article II. Miscellaneous Provisions

9.12.070 Discarded iceboxes and refrigerators.

Article I. Curfew for Minors

9.12.010 Purpose and findings.

The city council has found that the incidence of crimes committed by and against minors or juveniles is increasing and has determined that a curfew ordinance is necessary and desirable in order to:

- A. Protect minors from each other and other persons on the street during nocturnal hours;
- B. Assist the police in crime prevention;
- C. Promote parental supervision and authority over minors;
- D. Protect the public from nocturnal crime and mischief by minors;
- E. Promote the furtherance of family responsibility and for the public good, safety and welfare.

(Ord. dated 8/1/94 (part): prior code § 21-85)

9.12.020 Definitions.

For the purposes of this chapter:

"City" means the city of Bridgeport with administrative offices at 45 Lyon Terrace, Bridgeport, Connecticut, 06604.

"Custodian" means a person over the age of eighteen (18) who has been authorized by the parent of a minor to take the parent's place in accompanying said minor for a designated period of time and purpose within a specified area.

"Minor or juvenile" means any person under the age of sixteen (16) or any person fifteen (15) or less years of age.

"Nocturnal hours" means the hours between eleven p.m. and six a.m. Sunday through Thursday and twelve midnight and six a.m. Friday and Saturday, based on the prevailing time, i.e. Eastern Standard Time or Eastern Daylight Savings Time, within the city.

"Parent" means any person having legal custody of a minor: (1) as a natural or adoptive parent, (2) as legal guardian, or (3) as a person to whom legal custody has been given by order of a court.

"Public place" means any street, alley, highway, sidewalk, park, playground or place to which the general public has access and a right to resort for business, entertainment or other lawful purpose. A public place shall include, but not be limited to, any store, shop, restaurant, tavern, bowling alley, cafe, theater, drugstore, pool room, shopping center and any other place devoted to amusement, entertainment or accommodation to the general public. It shall also include the front or immediate area of such premises.

"Remain" means to stay behind, to tarry and to stay unnecessarily upon the streets, including the congregating of groups (or interacting of minors) totaling four or more persons in which any minor involved would not be using the streets for ordinary or serious purposes, such as mere passage or going home. To implement that thought with additional precision or precaution, numerous exceptions are expressly defined in Section 9.12.030, so that this is not a mere prohibitory or presence type curfew ordinance.

"Year of age" continues from one birthday to the next (but not including the day of) birthday.

(Ord. dated 8/1/94 (part): prior code § 21-86)

9.12.030 Violations of curfew.

It is unlawful of any minor to remain, idle, wander, stroll or be in any public place either on foot or in a vehicle between the hours of eleven p.m. and six a.m. Sunday through Thursday, or twelve midnight and six a.m., Friday through Saturday unless accompanied by a parent, or by a duly authorized custodian, except that a minor may be in a public place under the following circumstances:

- A. While returning home by direct route, and within a reasonable time following the termination of a special function or activity conducted by a school, church, club, recreational or other organization sponsoring a function or activity for minors;
- B. While on an emergency errand or specific business or activity directed or permitted by the parent of such minor;
- C. While returning home by a direct route, and within a reasonable time of leaving a place where such minor is employed;
- D. While attending or traveling directly to or from an activity involving the exercise of first amendment rights of free speech, freedom of assembly or free exercise of religion;
- E. When a minor, with parental consent, is in a motor vehicle engaged in bona fide interstate travel;
- F. When a minor is on the property or the sidewalk directly adjacent to where such minor resides, or the property immediately adjacent thereto, if the owner of the adjacent property does not communicate any objection to the minor or the police officer.

(Ord. dated 8/1/94 (part): prior code § 21-87)

9.12.040 Parental responsibility.

It is unlawful for the parent of a minor to knowingly permit or by insufficient control to allow a minor to be or remain in a public place under circumstances not constituting an exception to, or otherwise beyond the scope of, this chapter. The term "knowingly" includes knowledge which a parent should reasonably be expected to have concerning the whereabouts of a minor in the legal custody of the parent.

(Ord. dated 8/1/94 (part): prior code § 21-88)

9.12.050 Police procedures.

- A. A police officer who has probable cause to believe that a minor is in violation of this chapter shall:
 - 1. Ascertain the name of the minor;
 - 2. Verbally warn the minor that the minor is in violation of this chapter;
 - 3. Order the minor to go promptly home by a direct route.
- B. If a minor does not heed the order of the police officer to return home or, in the judgment of the police officer, based upon the age of the minor or other attendant circumstances, it would be in the best interest of such minor, the police officer may transport said minor, to his/her home. The police officer may advise the parent of such minor that such minor is in violation of this chapter and shall issue a warning to the parent of such minor that any subsequent violation will result in full enforcement of this chapter, including enforcement of parental responsibility and applicable penalties.
- C. When a minor is taken to the police department, the minor's parent shall be immediately contacted and requested to come to the police department to pick up the minor. The police officer shall advise the parent that the minor is in violation of this chapter and shall issue a warning to the parent that any subsequent violation will result in full enforcement of this chapter, including enforcement of parental responsibility and applicable penalties.
- D. If the police officer is unable to advise the parent of the violation of this chapter and/or to issue the warning as set forth in subsections B or C of this section in person, the chief of police or his/her

designee shall send a certified letter to the parent of such minor advising such parent of the violation and including a warning with respect to any subsequent violations.

(Ord. dated 8/1/94 (part): prior code § 21-89)

9.12.060 Violation--Penalty.

A. Parents. If, after receipt of a warning notice pursuant to Section 9.12.050(B) or (C) of a first violation by a juvenile, a parent violates Section 9.12.050(C) (in connection with a second violation by the juvenile), this shall be treated as a first offense by the parent. For the first parental offense a parent shall be fined twenty-five dollars (\$25.00) and for a subsequent offense by a parent the fine shall be increased to fifty dollars (\$50.00) for the second, and ninety-nine dollars (\$99.00) for the third offense.

B. Juveniles. Any juvenile who shall violate any of the provisions of this chapter more than three times shall be reported by the chief of police to the juvenile authorities as a juvenile in need of supervision and the chief of police may proceed to file such charges with the appropriate juvenile authorities of the state of Connecticut, as (s)he may deem appropriate.

(Ord. dated 8/1/94 (part): prior code § 21-90)

***29-11 CONSENT CALENDAR**

Amendment of Municipal Code of Ordinances Concerning
City Council Provision of Suitable Polling Places in City
Council Districts and Definition of Boundaries to be served
by each such Polling Place pursuant to Bridgeport Charter,
Ch. 5, Sec. 2(d).

**Report
of
Committee
on**

Ordinances

Submitted: January 17, 2012

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***29-11 CONSENT CALENDAR**

City Council Provision of suitable polling places in Council Districts and definition of boundaries pursuant to Bridgeport Charter, Ch. 5, Sec. 2(d)

Whereas, in 2011 the City Council of the City of Bridgeport pursuant to Bridgeport Charter, Ch. 5, Sec. 2 *Reapportionment Procedure and Districting* established by ordinance ten districts to be effective on January 1, 2012; and

Whereas, Bridgeport Charter, Ch. 5, Sec. 2(d) requires that the City Council provide suitable polling places in such districts and shall define the boundaries of the area to be served by each polling place; Now, therefore be it

RESOLVED AND ORDAINED THAT: for future elections, the amended polling places and precinct lines for the local, state, and federal legislative districts shall be in accordance with, and as represented on, the attached/accompanying lists entitled "Bridgeport Master Precinct Log.xlsx Local Election Polling Place Sort "(A1)" and "Bridgeport Master Precinct Log.xlsx State Election Polling Place Sort "(A2)", and map depicting said precincts and polling locations and entitled "Precincts for Local Elections" ("B1"), and "Precincts for State Elections ("B2"), and such other related documents all to be maintained in the City Clerk's Office under the title "polling places and precinct lines adopted pursuant to the 2010 decennial census."

Effective Date: Effective Immediately Upon Publication

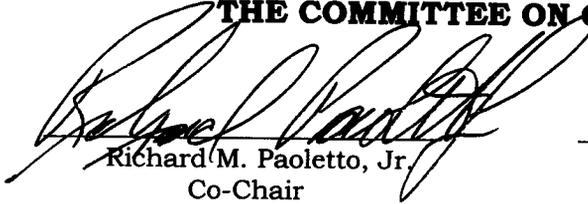


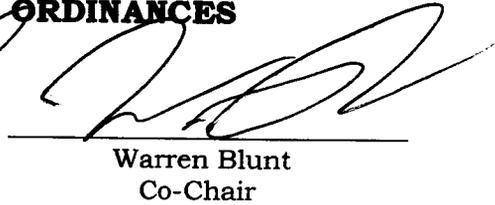
Report of Committee on Ordinances
***29-11 CONSENT CALENDAR**

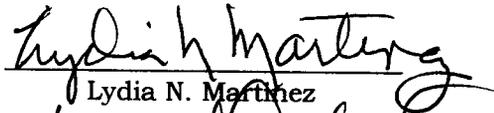
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Respectfully submitted,

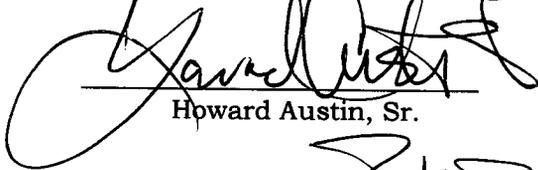
THE COMMITTEE ON ORDINANCES

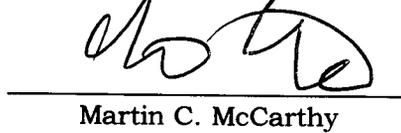

Richard M. Paoletto, Jr.
Co-Chair

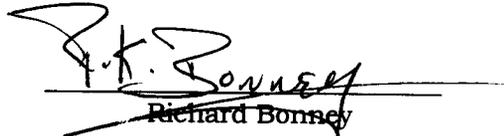

Warren Blunt
Co-Chair


Lydia N. Martinez


Robert P. Curwen, Sr.

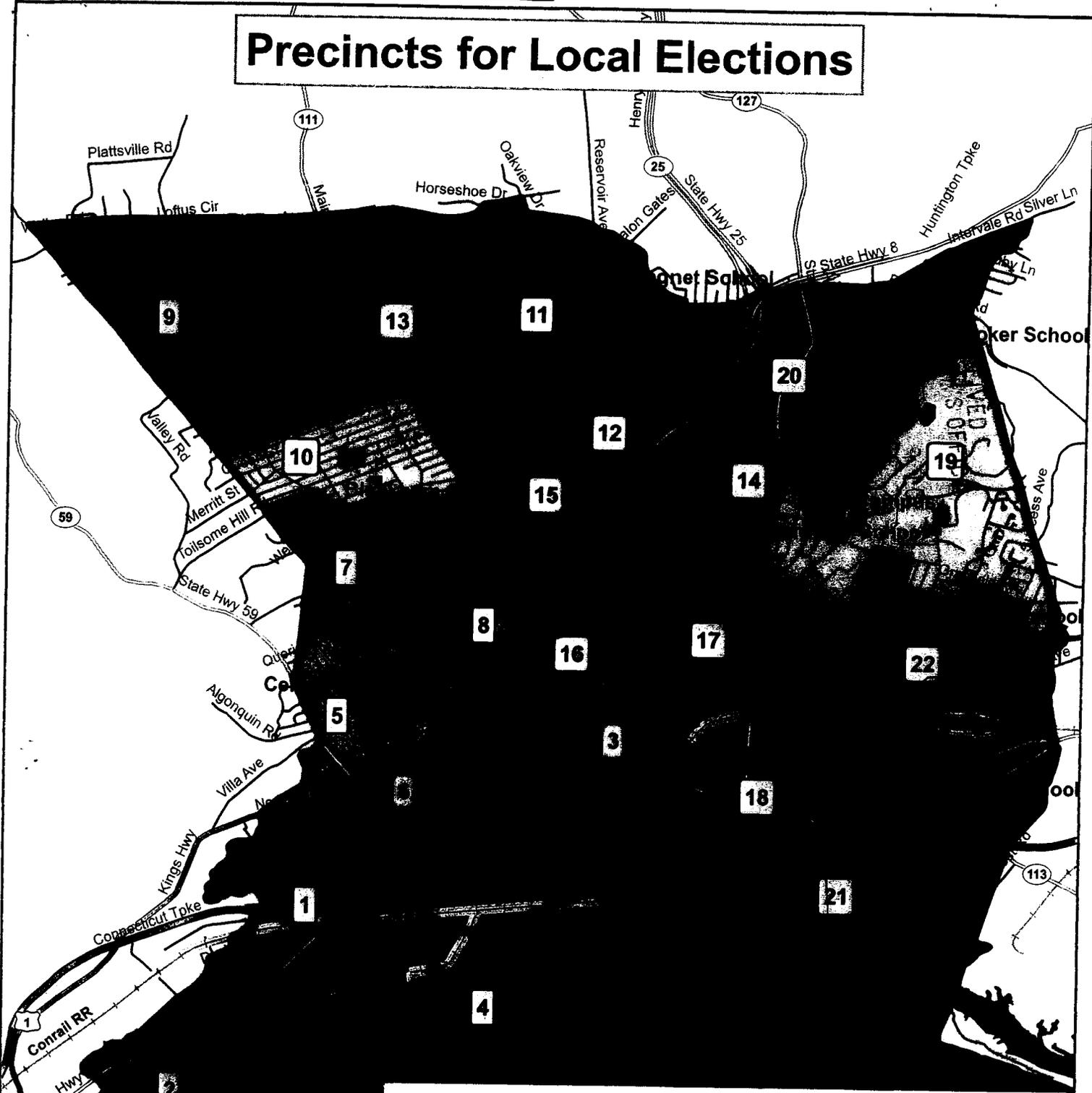

Howard Austin, Sr.


Martin C. McCarthy


Richard Bonney

City Council Date: January 17, 2012

Precincts for Local Elections



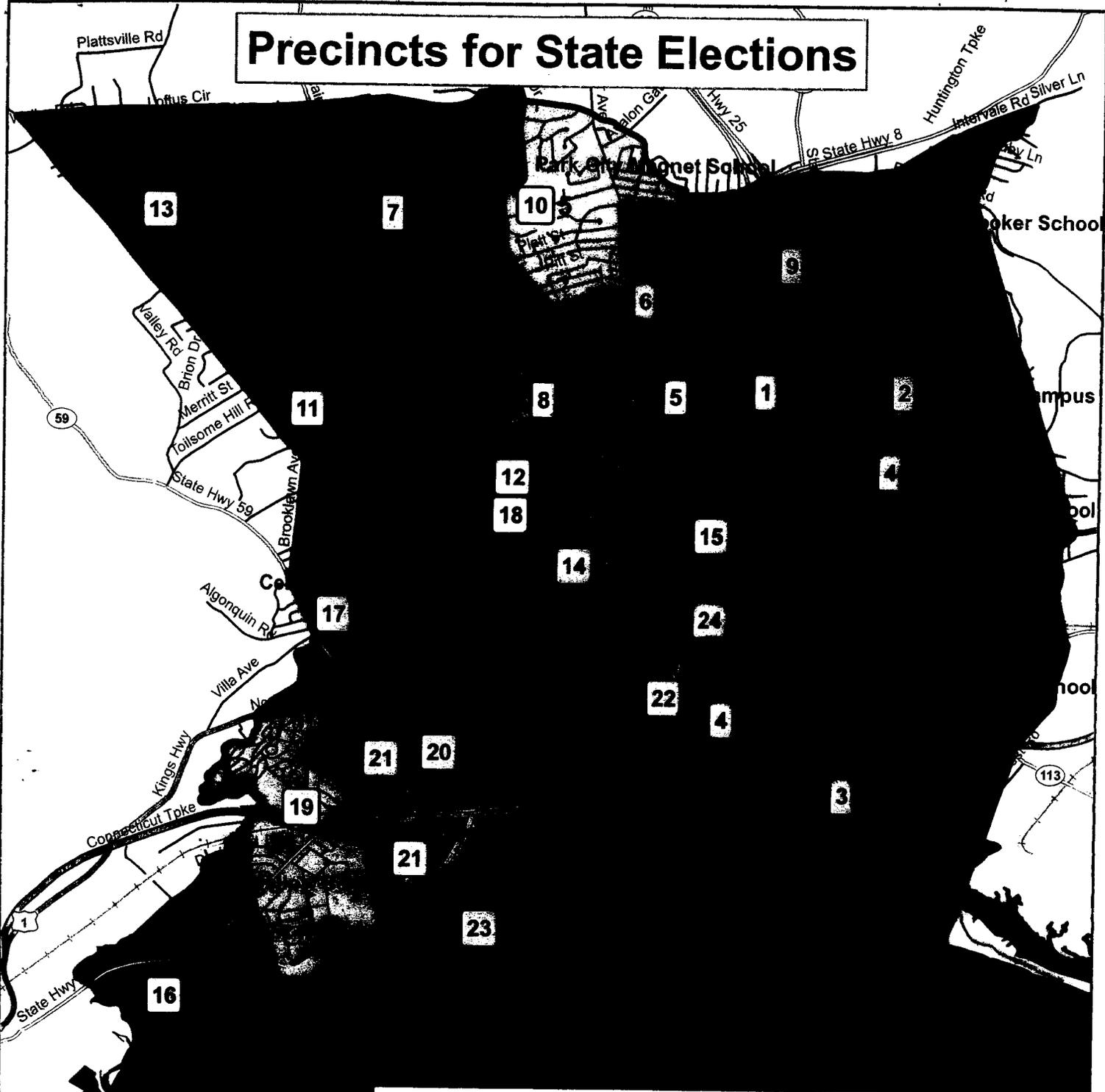
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Legend

LocalPollingPlaceSites	4:131-2	12:135-2	20:138-2
Ballot Areas	5:132-1	13:135-3	21:139-1
Plan Boundary	6:132-2	14:136-1	22:139-2
<all other values>	7:133-1	15:136-2	23
District_Name	8:133-2	16:136-3	24
1:130-1	9:134-1	17:137-1	25
2:130-2	10:134-2	18:137-2	
3:131-1	11:135-1	19:138-1	

Precincts for State Elections



Legend

LocalPollingPlaceSites	4:124-4	12:127-2	20:130-1
Ballot Areas	5:126-1	13:127-3	21:130-2
Plan Boundary	6:126-2	14:128-1	22:130-3
<all other values>	7:126-3	15:128-2	23:130-4
District_Name	8:126-4	16:129-1	24:130-5
1:124-1	9:126-5	17:129-2	25:
2:124-2	10:126-6	18:129-3	
3:124-3	11:127-1	19:129-4	



***25-11 Consent Calendar**

Pilot Program Agreement with United Illuminating regarding the Installation of an Electric Vehicle car charging station at City Hall.

**Report
of
Committee
on
Contracts**

Submitted: January 17, 2012

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***25-11 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the Installation of an Electric Vehicle Supply Equipment At City
Hall as part of United Illuminating Pilot Program**

WHEREAS, the City of Bridgeport ("City") was approached by United Illuminating Company ("UI") to participate in its Pilot Program to support and encourage the use of electronic vehicles within its service area; and

WHEREAS, UI is seeking permission to install an electric vehicle charging apparatus ("Appliance") at the City Hall parking lot for two (2) years, which may be earlier terminated by either party in accordance with the Pilot Program Agreement attached hereto and made a part hereof; and

WHEREAS, the Mayor through his BGreen 2020 Sustainability Program, Mayors Executive Order of 2008, Green House Gas Reduction Goals of 2009, and Energy Strategy of 2010, Main Street Power a developer of renewable energy in Bridgeport, intends to encourage technologies and methodologies to reduce the carbon; and

WHEREAS, UI will maintain ownership of the Appliance during the term of the Pilot Program Agreement, pay the electrical charges associated therewith, and will bear all the cost of installation and repairs, except those occasioned by the City's use of the Appliance; and

WHEREAS, at the end of the term of the Pilot Program Agreement, the City may opt to purchase the Appliance or have it removed at UI's expense; Now, therefore be it

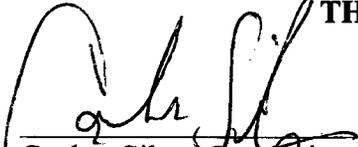
RESOLVED, the Mayor is authorized, upon the approval as to form by the Office of the City Attorney, to execute the Pilot Program Agreement with UI, substantially in the form attached hereto and made a part hereof and thereby authorize the installation of the Appliance at the City Hall parking lot.



Report of Committee on Contracts Committee
***25-11 Consent Calendar**

-2-

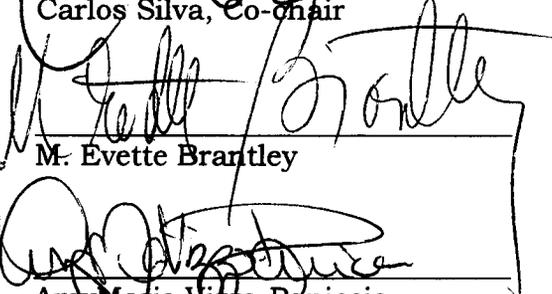
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair

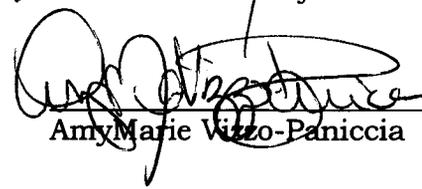


Susan Brannelly, Co-chair

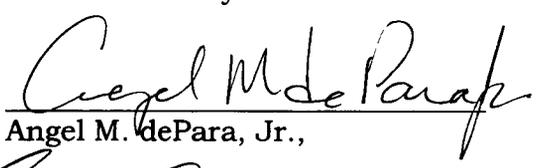


M. Evette Brantley

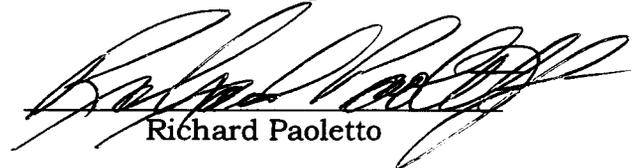
James Holloway



Amy Marie Vizzo-Paniccia



Angel M. dePara, Jr.,



Richard Paoletto



ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)
PILOT PROGRAM AGREEMENT

This Pilot Program Agreement ("Agreement") made and entered into as of _____ (the "Effective Date") by and between The United Illuminating Company ("UI") and the following customer ("Customer"):

Name of Customer _____

Address _____ Address of EVSE Installation _____

City and State _____ City and State _____

UI Account Number _____ UI Meter Number _____

1. **Subject.** Subject to the terms and conditions contained in this Agreement, Customer shall participate in UI's EVSE Pilot Program a summary of which is provided as Attachment 1 hereto (the "Pilot Program"). UI shall supply to Customer a _____ (Manufacturer's Name) EVSE and associated components (such as EVSE, including any and all replacements of the foregoing are together called the "Appliance") to be installed by UI or its designee as set forth herein for the Customer for such Customer's general use at the location set forth above ("Premises").

2. **Installation.** UI or its designee shall install the Appliance on the Premises at no cost to the Customer. Notwithstanding the foregoing, as a condition precedent to such installation, UI shall have determined, in UI's sole opinion, that Customer's electric service is able to safely accommodate the Appliance. Such installation shall include all necessary wiring for installation of the Appliance. The Customer further acknowledges and agrees that conduit wiring, if required, for the installation of the Appliance shall be exposed unless, in UI's sole opinion, such conduit wiring can be concealed without increasing the cost of the Appliance installation. All wiring installed in connection with the installation of the Appliance shall become the property of the Customer once installed by UI or its designee.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated as provided for in this Agreement (the "Term"). No later than 5 days following the end of the Term, Customer shall notify UI of Customer's decision as to whether it will have the Appliance removed by UI or whether it will purchase, or, if permitted under laws and regulations then applicable to UI, lease the Appliance from UI. Customer will be required to sign a new agreement, provided by UI, to purchase or lease the EVSE. UI shall remove the Appliance at no cost to the customer within 30 days of the end of the Term if no such agreement has been signed by the Customer.

4. **Termination.** This Agreement may be terminated by UI: (i) upon a breach by Customer of any other condition of this Agreement to be performed or observed by Customer, which breach is not cured within ten (10) days of UI's written notice to Customer of the same; (ii) upon the completion of the Pilot Program, at least thirty (30) days prior written notice of which shall be provided by UI to Customer; or (iii) immediately upon Customer's notification to UI of a sale or transfer of the Premises in accordance with Section 10 hereof. Customer may terminate this Agreement at any time by providing UI with thirty (30) days prior written notice of termination. Customer hereby surrenders any claim or right of action caused by reason of such entry, disconnection and removal. Termination by UI pursuant to this Section 4 shall not constitute a release of Customer from its obligations hereunder with respect to the Appliance nor prejudice UI from pursuing any other remedies to which it otherwise might be entitled on account of breach by Customer of this Agreement. Customer shall be liable for all reasonable legal fees and costs incurred by UI in the enforcement of its rights hereunder.

5. **Ownership and Operation.** The Appliance shall at all times be the sole and exclusive property of UI. Customer shall have no property interest in the Appliance except for the right to use the Appliance at the Premises during the Term in accordance with the terms of this Agreement. Customer shall operate the Appliance in accordance with applicable manufacturer's manual of instructions (the "Instructions"). Without limiting the Customer's other obligations under this Agreement, Customer specifically acknowledges and agrees that:

- Customer shall have the right to use and operate the Appliance only during the Term, unless otherwise agreed to in writing by the parties hereto,
- Customer shall use and operate the Appliance only to charge electric vehicles with connection equipment that is compatible with the Appliance in strict accordance with the Instructions and shall not connect the Appliance to any other vehicles or equipment, including but not limited to any other vehicle without connection equipment that is compatible with the Appliance,
- Customer shall not damage, remove, relocate, tamper with, adjust, make alterations to, or repair the Appliance,
- Customer shall not remove or deface the nameplate identifying the Appliance as the property of UI; and
- Customer shall provide UI or its designee with access during regular business hours to the Appliance or any area of the Premises necessary for UI or its designee to inspect, repair, maintain or disconnect or remove the Appliance, to measure electricity usage by the Appliance, or to otherwise enforce its rights under this Agreement.

Customer hereby acknowledges and agrees that any use of the Appliance other than as permitted herein or in contravention of the terms and conditions of use as set forth herein constitutes a misuse of the Appliance.

6. **Repairs.** Customer shall provide timely notice to UI in the event that the Appliance requires any repairs and UI shall, at its cost and expense, make such required repairs, to the extent repair is necessary; provided, however, that additional repair costs or damages resulting from Customer's failure to provide timely notice to UI shall be the sole and exclusive responsibility of Customer; and provided further that repair costs resulting from Customer's misuse of the Appliance shall be Customer's sole and exclusive responsibility. Notwithstanding the foregoing, UI shall have no obligation whatsoever with respect to maintenance and repair of the wiring installed in support of the Appliance and maintenance and repair of such wiring shall be Customer's sole and exclusive responsibility. Customer acknowledges that the manufacturer of the Appliance is solely responsible for any and all Appliance defects and UI assumes no responsibility with respect thereto, except for attempting to make repairs as provided for herein.

7. **Fees.** Except as provided herein, Customer shall be exempted from UI's standard installation and equipment fees with respect to the Appliance during the Term. UI, ~~in its sole discretion, may~~ ^{will} credit Customer for all or a portion of electricity usage by the Appliance.

8. **Liability for Damage.** Subject to Section 6, customer shall be liable for all damage to the Appliance, including but not limited to all damage and injury resulting from the operation, use or misuse of the Appliance, during the term of this Agreement and shall pay to UI the value of the Appliance or any part thereof that has been so damaged, ordinary wear and tear excepted, within thirty (30) days after UI's written demand therefor.

9. **Indemnification.** Each party shall indemnify and hold the other, and its respective officers, directors, employees, agents, affiliates and representatives, harmless from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses (i) are caused by the such party's negligent acts, errors or omissions or (ii) arise out of such party's breach or non-performance of this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the parties, they shall be borne by each party in proportion to such party's negligence.

10. **Notices.** Any notices required to be in writing under this Agreement shall be delivered personally, by mail postage prepaid or by overnight courier to the addresses of the parties set forth herein. Any notice so given shall be deemed given on the date delivered. In addition to the foregoing, Customer agrees to notify UI in writing at least thirty (30) days prior to any sale or transfer of the Premises and to notify any prospective purchaser or tenant of the Premises that title to the Appliance is in UI.

11. **Miscellaneous.** This Agreement embodies the entire agreement and conditions relating to the subject matter hereof. This Agreement may only be amended or modified by an instrument in writing duly executed by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The waiver by UI or Customer of a breach or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Customer understands that the Customer's electric service is provided under UI's Terms and Conditions. UI's Terms and Conditions may be amended from time to time by the Connecticut Department of Public Utility Control ("DPUC"), and such amendments will become applicable to this Agreement on the effective date of the amendments. In addition to the foregoing, this Agreement and the Pilot Program are subject to any and all decisions, orders, rulings, directives or determinations made by the DPUC as the DPUC may issue from time to time (including but not limited to modifications to or termination of this Agreement and/or the Pilot Program).

NOTICE TO CUSTOMER: THIS IS A PILOT PROGRAM. YOU ARE NOT BUYING THE APPLIANCE PURSUANT TO THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT WHEN YOU SIGN IT.

CUSTOMER

THE UNITED ILLUMINATING COMPANY

Customer's Signature

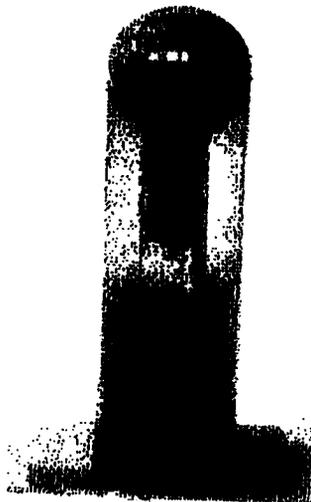
UI Representative

I have read and understand the terms and conditions of this EVSE Pilot Program Agreement. I hereby consent to the use and installation of the Appliance at the Premises pursuant to the terms and conditions contained in this Agreement.

Owner's Signature

10705\1227\2353980.1

The United Illuminating Company's
Electric Vehicle Supply
Equipment (EVSE) Pilot



City of Bridgeport

September 7, 2011
COB - SJT Comments 8.12.11

Summary

The United Illuminating Company (UI) is offering the City of Bridgeport the opportunity to be a part of its Electric Vehicle Supply Equipment (EVSE) Pilot. UI is proposing to install at no cost to the City of Bridgeport a charging station at City Hall. The charging station will be individually metered for research purposes to determine the usage at each charging station location.

At Bridgeport's City Hall, UI is able to directly receive the electricity through its own lines and meters for the electric vehicle charging station. UI will pay the bill for the charging station on-line. Since the City of Bridgeport will not be billed, there will be no incentive fee provided.

The pilot will last about two years, but may be terminated or extended by UI at UI's sole discretion based in the Terms and Conditions. The pilot is also subject to any and all decisions, orders, rulings, directives or determinations made by the Connecticut Department of Energy and Environmental Protection (DEEP), including but not limited to modifications to or termination of the pilot.

Background

In 2010, the City of Bridgeport and UI began discussions on how to prepare Bridgeport to be plug-in electric vehicle ready. In August 2011, UI and the City of Bridgeport looked at the Harbor Yard Garage and the Port Authority Ferry lot as additional charging stations in addition to the City Hall parking lot at 45 Lyon Terrace. The Port Authority Ferry was not a viable option by UI's engineering team based on the location and high install costs. UI will revisit the idea, when Port Authority Ferry builds a garage at this site. These locations are subject to change based on approval by City of Bridgeport, State of Connecticut, UI, and other Stakeholders.

Garages or long term parking are the best locations for charging stations, since plug-in electric vehicles can take between four and eight hours to charge depending on the vehicle type and battery size. This charging duration closely reflects the amount of time daily that many cars spend in the parking structures.

Studies have shown that the majority of charging will occur at home, but consumers with longer commutes could charge during work hours. As part of the pilot, UI is interested in collecting the daily usage patterns of plug-in electric vehicles charging during on-peak, and studying how this charging may impact the electric grid.

EVSE Manufacturer

Currently, UI is looking at AeroVironment charging stations to be installed in the Bridgeport locations. This is subject to change based on availability and timeline.

Manufacturer: AeroVironment

Website: <http://www.avinc.com/>



FEATURES

- SAE J1772 compliant
- Underwriters Laboratory (UL) Listing in progress
- Outdoor rated NEMA 4 enclosure
- Auto restart in event of power outage or ground fault
- Breakaway safety cable
- Integrated and secure cable storage
- Optional Point of Sale (POS)
- Connectivity for up to three optional wireless or wired communication modules



AV's Charging Station model EVSE-CS is designed to provide a safe, reliable Level 2 charge for all electric vehicle (EV) and plug-in hybrid (PHEV) models that are compliant with the SAE J1772 standard for electric vehicle charging. Our EVSE-CS Charging Station features security safeguards to help protect against theft or unauthorized use and is ideal for commercial, public consumer, or fleet use.

Based on the robust design of our market-leading Home Charging Dock model EVSE-RS, our EVSE-CS Charging Station delivers AC power during opportunistic driver downtime. Our EVSE-CS is right at home in the following locations where drivers have some charge time to spare:

- Shopping malls - charge while shopping
- Workplace - charge while working
- Fleet yards - charge during shift change or shut down
- Retail/restaurants - charge while shopping or enjoying a meal
- Condo/apartments - charge while sleeping

EVSE-CS Charging Stations are well suited for public high traffic areas, and do not require attendants. Communication options over either a wired or wireless connection allow drivers to find the nearest charger and service providers to collect usage data over time. The same communication options allow charger owners such as fleet managers, utilities and cities/states to remotely monitor energy usage, and integrate securely with an enterprise smart network.



SPECIFICATION

Connector
Voltage
Frequency
Current
Operating Temperature
Storage Temperature
Humidity
Cord length
Enclosure
Connectivity options

Safety

Regulatory Compliance

Specifications are subject to change without notice.

MODEL 1 EVSE

SAE J1772
208VAC to 240VAC
50Hz / 60Hz
30A max
-30°C to 50°C
-40°C to 60°C
Up to 95% RH, Non-condensing
Up to 15' available
NEMA 4
IEEE 802.11 (WiFi)
IEEE 802.15.4 (Zigbee)
PLC
Ethernet
Cellular GSM / GPRS
GFI/CCID
Service Ground Monitor
CCID Self-Test
Automatic Reclosure
UL2231-1 and-2 for EV
UL2202
UL2594

Locations of Charging Stations

Individuals representing UI, City of Bridgeport, and FUSCO Management determine the best locations to install the charging station. Installation costs were considered as well as convenient parking space near entrances, stairwells, and/or elevators to incentivize customers with plug-in electric vehicles.

Charging Station

City Hall

45 Lyon Terrace Bridgeport, CT

UI Customer Account # 100000686165

Meter # 014029833

Unit: AeroVironment, EVSE - CS

Location: Front row parking spot next to median.

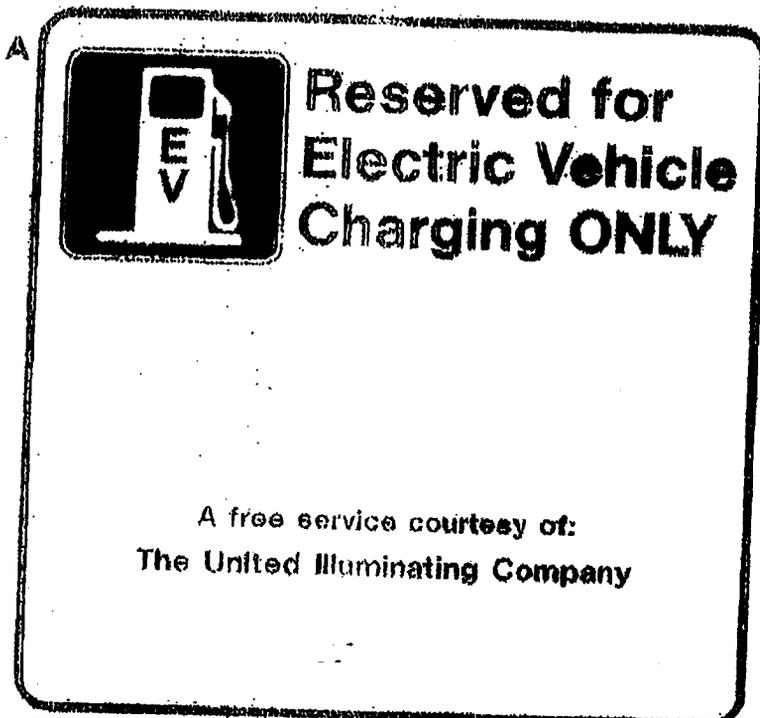
Scope of Work

- Pull Permit.
- Install new pole and transformer in median.
- Run overhead wire from existing pole across the parking lot to new pole.
- Dig trench for conduit, transformer, and charging station.
- Set concrete pad or UI lighting base for charging station base.
- Run conduit and wire underground from overhead pole to transformer and then to charging station.
- Mount meter on pole.
- Install charging station and terminate wiring.
- Test and verify charging station.
- Install sign at parking spot.



Signage

- Description to signage at charging station is subject to change based on City of Bridgeport or other Stakeholders' request
- Sample Wording:
"Reserved for Electric Vehicle Charging Only.
A Free Service courtesy of: The United Illuminating Company and City of Bridgeport"
- Additional wording can be applied upon request. For instance, maximum number of hours, no overnight parking, etcetera.



2'-6" x 2'-6"

1'-0" x 2'-6" Halo panel

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Individuals representing UI, City of Bridgeport, and FUSCO Management determine the best locations to install the charging station. Installation costs were considered as well as convenient parking space near entrances, stairwells, and/or elevators to incentivize customers with plug-in electric vehicles.

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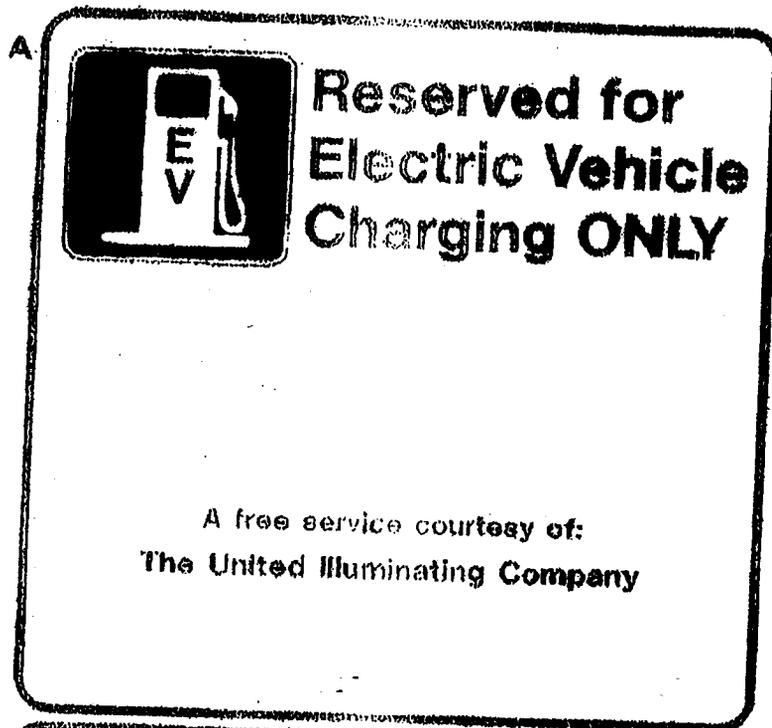
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2'-6" x 2'-6"

1'-0" x 2'-6" Helo panel

***26-11 Consent Calendar**

Resolution to enter into a site lease with GP Renewables & Trading, LLC regarding the Implementation of Renewable Energy Facilities at the Webster Bank Arena.

**Report
of
Committee
on
Contracts**

Submitted: January 17, 2012

Adopted: _____

Attest: Fleeta G. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***26-11 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the Implementation of Renewable Energy Facilities at the
Webster Bank Arena in Bridgeport, CT**

WHEREAS, Connecticut Islanders, LLC, ("Arena Operator") the City's designated operator of the Webster Bank Arena at Harbor Yard ("Arena") under that certain Operating Agreement dated as of July 25, 2000 as amended to date ("Operating Agreement") is interested in reducing utility costs; and

WHEREAS, the benefit of reducing utility costs will permit the Arena Operator to save substantially and by doing so, can bring more events to the Arena and contribute to a more vibrant economic revitalization of the downtown through increased street traffic to downtown restaurants, local attractions etc.; and

WHEREAS, the Operator has an opportunity to implement a renewable energy project at the Arena with GP Renewables & Trading, LLC ("GP"), a developer of renewable energy in Bridgeport to install a solar energy system or a fuel cell (the "Project") at no cost or obligation to the City; and

WHEREAS, GP will provide funding arrangements, design and engineering services, bonding and insurance satisfactory to the City in order to develop the Project ; and

WHEREAS, GP will provide power to the Arena at a lower cost than is currently available to the Operator from conventional energy providers under a Power Purchase Agreement ("PPA") for a period of ten (10) years, and would like to obtain from the City the right to operate the Project under a Site Lease Agreement ("Site Lease") for twenty (20) years beyond the expiration of the PPA with the Operator; and

WHEREAS, upon the termination of the Site Lease, either the City will grant an extension of the Site Lease or GP will remove the facilities constituting the Project from the Arena or the Arena site and will restore the Arena to the same condition it was found prior to the construction of the Project at its own cost and expense without the City incurring any costs or expenses whatsoever; and



Report of Committee on Contracts Committee
***26-11 Consent Calendar**

-2-

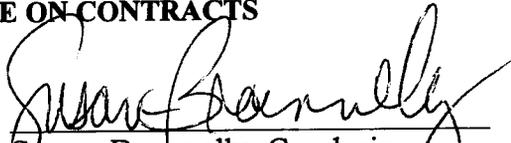
WHEREAS, GP, the Operator and the City will enter into such mutually-acceptable agreements and take such other actions as they deem necessary or desirable to implement the Project; Now, therefore be it

RESOLVED, that the City agrees to enter into a Site Lease with GP and an agreement with the Operator on terms and conditions mutually agreeable to the parties for the construction and continuation of the Project at the Arena and authorizes the Mayor or the Chief Administrative Officer to negotiate and execute such agreements, enter into such other agreements as may be required consistent with this resolution, and take such other necessary or desirable actions in furtherance of the Project as they may deem to be in the best interests of the City.

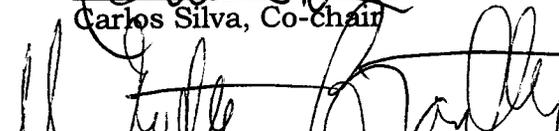
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



Carlos Silva, Co-chair



Susan Brannelly, Co-chair



M. Evette Brantley

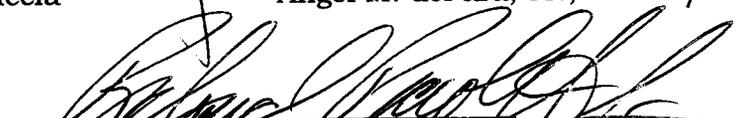
James Holloway



Amy Marie Vizzo-Paniccia



Angel M. dePara, Jr.,



Richard Paoletto

City Council Date: January 17, 2012

***32-11 Consent Calendar**

Agreement with Aetna Life Insurance to provide a Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and Board of Education for the period of January 1, 2012 thru December 31, 2012.

**Report
of
Committee
on
Contracts**

Submitted: January 17, 2012

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

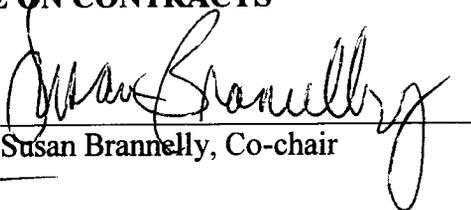
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

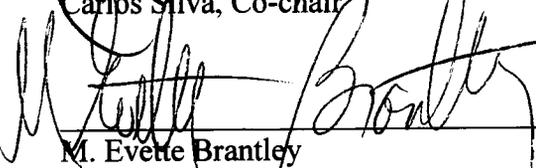
***32-11 Consent Calendar**

RESOLVED, That the attached Agreement with Aetna Life Insurance to provide a Medicare Advantage Health Plan to covered medicare-eligible retirees of the City and Board of Education for the period of January 1, 2012 thru December 31, 2012 as amended by the Contracts Committee on January 10, 2012 be and it hereby is, in all respects, approved, ratified and confirmed.

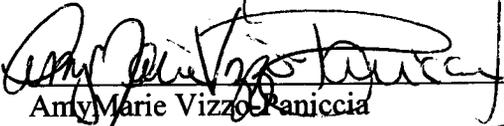
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

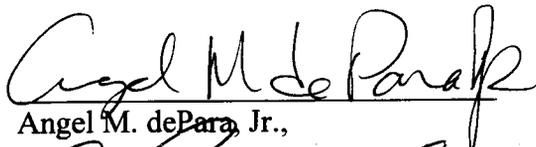

Carlos Silva, Co-chair

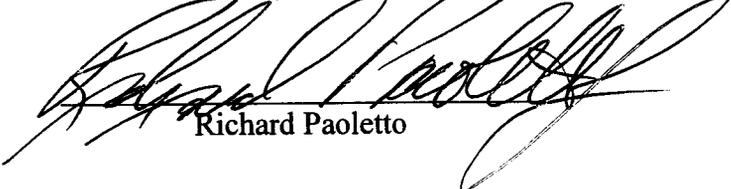

Susan Brannelly, Co-chair


M. Evette Brantley


James Holloway


Amy Marie Vizzo Paniccia


Angel M. dePara, Jr.,


Richard Paoletto

**AETNA LIFE INSURANCE COMPANY
(CONNECTICUT)**

AETNA MEDICARE (PPO) GROUP AGREEMENT

This **Group Agreement** is entered into by and between Aetna Life Insurance Company and the **Contract Holder** specified in the attached Cover Sheet. This **Group Agreement** shall be effective on the **Effective Date** specified in the Cover Sheet, 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 provide coverage for benefits in accordance with the terms, conditions, limitations and exclusions set forth in this **Group Agreement**.

Upon acceptance by **Us** of **Contract Holder's** Group Application, and upon receipt of **Contract Holder's** written acceptance, this **Group Agreement** shall be considered to be agreed to by **Contract Holder** and **Us**, and is fully enforceable in all respects against **Contract Holder** and **Us**.

SECTION 1. DEFINITIONS

- 1.1 **"Aetna Medicare PPO plan"** or **"Plan"** means the Aetna Medicare Advance Preferred Provider Organization Plan offered by Aetna to **Contract Holder** under this **Group Agreement**.
- 1.2 The terms **"Aetna"**, **"Us"**, **"We"** or **"Our"** mean Aetna Life Insurance Company, an affiliate or a third party vendor.
- 1.3 **"CMS"** means the Centers for Medicare and Medicaid Services.
- 1.4 The terms **"Contract Holder"**, **"Effective Date"**, **"Initial Term"**, **"Premium Due Date"** and **"Subsequent Terms"** will have the meaning set forth in the attached Cover Sheet. If any of such terms are undefined in the Cover Sheet, such undefined terms shall have the following meaning:
- **"Effective Date"** means the date health coverage commences for the **Contract Holder**.
 - **"Initial Term"** is the period following the **Effective Date** as indicated on the Cover Sheet.
 - **"Premium Due Date(s)"** is the **Effective Date** and each monthly anniversary of the **Effective Date**.
 - **"Subsequent Term(s)"** means the periods following the **Initial Term** as indicated on the Cover Sheet.

- 1.5 “**Covered Benefits**” is a general term we use to mean all of the health care services and supplies that are covered by **Our Plan**, subject to all of the terms and conditions of the **EOC** and this **Group Agreement**.
- 1.6 “**EOC**” means the Evidence of Coverage, which is a document outlining coverage for **Members** under the **Plan**, that is issued pursuant to this **Group Agreement**, and includes the Schedule of Copayments, and any riders, amendments, or endorsements.
- 1.7 “**Grace Period**” is defined in the Premiums and Fees section below.
- 1.8 “**Group Agreement**” means the **Contract Holder’s** Group Application, this document, the attached Cover Sheet; the **EOC** and Schedule of Copayments issued hereunder; the Rate Documents issued by **Us** in connection with this **Group Agreement**; the Plan Design and Benefit Summary; and any riders, amendments, endorsements, inserts or attachments issued pursuant hereto, all of which are incorporated into or incorporated by reference into and made a part of this **Group Agreement**. All documents incorporated into this **Group Agreement** are either attached hereto or available to **Contract Holder** upon request. The Rate Documents are attached hereto and made a part hereof.
- 1.9 “**Member**” is a Medicare beneficiary who: (1) has enrolled in **Our Plan** and whose enrollment in the **Plan** has been confirmed by CMS, and (2) is eligible to receive coverage under the **Plan**, subject to the terms and conditions of the **EOC** and this **Group Agreement**.
- 1.10 “**Party, Parties**” means Aetna and **Contract Holder**.
- 1.11 “**Premium(s)**” is defined in the **Premiums and Fees** section below.
- 1.12 “**Renewal Date**” means the first day following the end of the **Initial Term** or any **Subsequent Term**.
- 1.13 “**Term**” means the **Initial Term** or any **Subsequent Term** set forth in the Cover Sheet to this **Group Agreement**.
- 1.14 Capitalized and bolded terms not defined in this **Group Agreement** shall have the meaning set forth in the **EOC**. In the event of a conflict between the terms of this **Group Agreement** and the terms of the **EOC**, the terms of this **Group Agreement** shall prevail.

SECTION 2. COVERAGE

- 2.1 **Covered Benefits.** We will provide coverage for **Covered Benefits** to **Members** subject to the terms and conditions of this **Group Agreement**. Coverage will be provided in accordance with the reasonable exercise of **Our** business judgment, consistent with applicable law. **Members** covered under this **Group Agreement** are subject to all of the conditions and provisions contained herein and in the incorporated documents.

- 2.2 **Policies and Procedures.** We have the right to adopt reasonable policies, procedures, rules, and interpretations of this **Group Agreement** and the **EOC** in order to promote orderly and efficient administration. We will provide copies (either in electronic or hard copy format, at **Our** discretion) of all such policies, procedures, rules and interpretations upon reasonable request.

SECTION 3. **PREMIUMS AND FEES**

- 3.1 **Premiums.** **Contract Holder** shall pay **Us** on or before each **Premium Due Date** a monthly advance premium (the "**Premium**") determined in accordance with the **Premium** rates and the manner of calculating **Premiums** specified by **Aetna**. **Premium** rates and the manner of calculating **Premiums** may be adjusted in accordance with the **Changes in Premium and Membership Adjustments** sections below. **Premiums** are subject to adjustment, if any, for partial month participation as specified in the **Membership Adjustments** section below. Membership as of each **Premium Due Date** will be determined by **Us** in accordance with **Our Member** 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.

This **Group Agreement** is subject to the annual renewal of the **Aetna's** Medicare Advantage Contract with the federal government. **Covered Benefits** and/or **Premiums** are also subject to change at the beginning of a **Term** of this **Group Agreement**. Increases in **Member** Premiums and/or decreases in **Covered Benefits** are only permitted at the beginning of a **Term** of this **Group Agreement**. Should **CMS** cancel **Aetna's** contract as a Medicare Advantage contractor or should **Aetna** decide not to continue as a Medicare Advantage contractor, **Members** shall be given notice of such termination in accordance with the **Aetna** Medicare Advantage **EOC** and any applicable laws, rules and regulations, including, without limitation, **CMS** requirements. **Aetna** will make best efforts to afford **Contract Holder** a reasonable opportunity to provide any such notice to its **Members** before **Aetna** provides the notice.

- 3.2 **Fees.** In addition to the **Premium**, We may charge the following fees:
- A billing fee may be added to each monthly **Premium** bill for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- 3.3 **Past Due Premiums and Fees.** If a **Premium** payment or any fees is not paid in full by **Contract Holder** on or before the later to occur of (i) the **Premium Due Date** or (ii) the 45th day after **Contract Holder** receives the invoice, a late payment charge of 1½% of the total amount due per month (or partial month) may be added to the amount due, beginning with the **Premium** due date. If all **Premiums** and fees are not received within 31 days following the **Premium Due Date** (the "**Grace Period**"), **Contract Holder's**

failure to make such payment will constitute a breach of this **Group Agreement** and this **Group Agreement** may be terminated by Us pursuant to the Termination by Us section hereof. Notwithstanding the foregoing, **Aetna** understands that **Contract Holder** has systems limitations that may prevent it from paying premiums in a timely fashion in the months of July, August and September. As such, if **Contract Holder** provides **Aetna** with written assurances that it cannot pay premiums in a timely fashion between July 1 and September 30 of any year as a result of systems limitations, **Aetna** will forego its right to receive late payment charges or to terminate for failure to pay premiums during that period.

If the **Group Agreement** terminates for any reason, **Contract Holder** 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 the **Group Agreement** is in force during the **Grace Period**. **Members** shall also remain liable for **Member** cost sharing and other required contributions to coverage for any period of time the **Group Agreement** is in force during the **Grace Period**. We may recover from **Contract Holder** Our costs of collecting any unpaid **Premiums** or fees, including reasonable attorney's fees and costs of suit.

3.4 **Changes in Premium.** We may also adjust the **Premium** rates and/or the manner of calculating **Premiums** effective as of any **Premium Due Date** upon 30 days prior written notice to **Contract Holder**, provided that no such adjustment will be made except upon renewal for any Subsequent Term or as provided in the Rate Documents or to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing **Covered Benefits** to **Members**. If the **Contract Holder** is unwilling to accept a change in **Premium**, it shall have the right to terminate the **Group Agreement** upon 90 days written notice to Us.

3.5 **Membership Adjustments.** We may, at **Our** discretion, make retroactive adjustments to the **Contract Holder's** billings for the termination of **Members** not posted to previous billings. However, **Contract Holder** may only receive a maximum of 2 calendar months credit for **Member** terminations that occurred more than 30 days before the date **Contract Holder** 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 **Members** (including capitation payments and other claim payments) before We were informed their coverage had been terminated. Retroactive additions will be made at **Our** discretion based upon eligibility guidelines, as set forth in the **EOC**, and are subject to the payment of all applicable **Premiums**.

SECTION 4. **ENROLLMENT**

4.1 **Open Enrollment.** As described in the **EOC**, **Contract Holder** will offer enrollment in the **Aetna Medicare PPO plan**:

- at least once during the Initial Term and any Subsequent Term; and

- within 31 days from the date the individual and any dependent becomes eligible for coverage.

Eligible individuals and dependents who are not enrolled within the Open Enrollment Period or 31 days of becoming eligible, may be enrolled during any subsequent Open Enrollment Period. Coverage will not become effective until confirmed by Us. **Contract Holder** agrees to hold the Open Enrollment Period consistent with the Open Enrollment Period applicable to any other group health benefit plan being offered by the **Contract Holder** and in compliance with applicable law or as otherwise required by CMS. The **Contract Holder** shall permit **Our** representatives to meet with eligible individuals during the Open Enrollment Period unless the parties agree upon an alternate enrollment procedure. Other enrollment periods may apply in accordance with Medicare regulatory requirements.

- 4.2 **Waiting Period.** **Contract Holder** may impose a waiting period before individuals are eligible for coverage under this **Group Agreement**.
- 4.3 **Eligibility.** Active employees and their dependents are not permitted to enroll in the Plan, unless **Contract Holder** employs between two and nineteen (2-19) employees. The number of eligible individuals and eligible dependents and composition of the group, the identity and status of the **Contract Holder**, the eligibility requirements used to determine membership in the group, and the participation and contribution standards applicable to the group which exist at the **Effective Date** of this **Group Agreement** are material to the execution and continuation of this **Group Agreement** by Us. The **Contract Holder** shall not, during the term of this **Group Agreement**, modify the Open Enrollment Period, the waiting period as described on the Schedule of Copayments, or any other eligibility requirements as described in the **EOC** and on the Schedule of Copayments, for the purposes of enrolling **Contract Holder's** eligible individuals and eligible dependents under this **Group Agreement**, unless **We** agree to the modification in writing.

SECTION 5. **RESPONSIBILITIES OF THE CONTRACT HOLDER**

In addition to other obligations set forth in this **Group Agreement**, **Contract Holder** agrees to:

- 5.1 **(A) Records.** Use reasonable, diligent efforts to furnish to **Us**, on a monthly basis (or as otherwise required), on **Our** form (or such other form as **We** may reasonably approve) by facsimile (or such other means as **We** may reasonably approve), such information as **We** may reasonably require to administer this **Group Agreement**. This includes, but is not limited to, information needed to enroll members of the **Contract Holder**, process terminations, and effect changes in family status and transfer of employment of **Members**.

Contract Holder certifies, based on best knowledge, information and belief, that all enrollment and eligibility information that has been or will be supplied to **Us** is accurate,

complete and truthful. **Contract Holder** acknowledges that **We** can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for **Covered Benefits** under this **Group Agreement**. To the extent such information is supplied to **Us** by **Contract Holder** (in electronic or hard copy format), **Contract Holder** agrees to:

- Obtain from all **Subscribers** 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 **Members** for the fulfillment of any obligation prior to information being received in a form satisfactory to **Us**. **Contract Holder** must notify **Us** of the date in which a **Member's** eligibility ceases for the purpose of termination of coverage under this **Group Agreement**.

(B) Maintenance of Information and Records. **Contract Holder** agrees to maintain **Information and Records** (as those terms are defined in the Access to Information and Records Section below) in a current, detailed, organized and comprehensive manner and in accordance with applicable laws, rules and regulations, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period of any government contract of **Aetna** to offer an **Aetna Medicare PPO** plan, (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by applicable laws, rules or regulations. This Provision shall survive the termination of this **Group Agreement**, regardless of the cause of the termination.

(C) Access to Information and Records. **Contract Holder** agrees to provide **Us** and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records), whether in paper or electronic format, relating to the arrangement described in this **Group Agreement** ("**Information and Records**"). **Contract Holder** agrees to provide **Aetna** and Government Officials with access to Information and Records for as long as it is maintained as provided in "Information and Records" Section above. **Contract Holder** agrees to supply copies of Information and Records within fourteen (14) calendar days of **Contract Holder's** receipt of the request, where practicable, and in no event later than the date required by an applicable law or regulatory authority. This provision shall survive termination of this **Group Agreement**, regardless of the cause of termination.

- 5.2 **Forms.** Distribute materials to **Aetna Members** regarding enrollment, health plan features, including **Covered Benefits** and exclusions and limitations of coverage. **Contract Holder** shall, within no fewer than 10 days of receipt from an eligible individual, forward all completed enrollment information and other required information to **Us**.

5.3 **Policies and Procedures; Compliance Verification.** Comply with all policies and procedures established by Us in administering and interpreting this **Group Agreement**. **Aetna** will notify **Contract Holder** of any policies and procedures that **Contract Holder** is required to comply with under this Section 5.3. **Contract Holder** shall, upon request, provide a certification of its compliance with **Our** participation and contribution requirements and the requirements for a group as defined under applicable law or regulation.

5.4 **Written Notice to Members.** **Contract Holder** shall distribute to **Members** any written notice that **Aetna** provides to **Contract Holder** for distribution to **Members** (including, but not limited to, the Annual Notice of Change (ANOC) and any other written notice required under applicable laws) within the timeframe indicated by **Aetna**. **Contract Holder** will provide **Members** with written notice describing any changes made to **Premiums** or **Covered Benefits** at least thirty (30) days prior to the effective date of such change(s) or as required under applicable Medicare laws, rules and regulations. **Contract Holder** will provide **Members** with any written notice required under applicable laws or policies and procedures established by Us in administering and interpreting this **Group Agreement**. The written notices described in this Section are hereinafter collectively referred to as the "**Written Notices**". If **Contract Holder** does not distribute **Written Notices** to **Members** as required under this Section, **Contract Holder** will be liable for payment of all **Premiums** or other costs incurred by **Aetna** as a result of **Contract Holder's** failure to distribute the **Written Notices**. If **Contract Holder** does not distribute the **Written Notices** as required under this Section, **Aetna** may, in its discretion, distribute such **Written Notices** to **Members**, and **Contract Holder** shall reimburse **Aetna** for any expenses incurred by **Aetna** in connection with such distribution.

CMS requires that all **Members** receive from **Aetna** a combined ANOC and **EOC** no later than the sooner of: (1) fifteen (15) days prior to the Open Enrollment Period, (2) October 31st of each calendar year, or (3) such shorter timeframe required under applicable laws, rules or regulations. To allow **Aetna** to comply with this CMS requirement, **Contract Holder** agrees to inform **Aetna** of its decision to renew or terminate the **Plan** ("Notice Date") no later than the Notice Date set forth in the 2012 Plan renewal letter sent in calendar year 2011 by **Aetna** to **Contract Holder** ("Renewal Letter").

5.5 **Member Plan Materials.** **Contract Holder** shall assure that any **Member Plan** materials that have not been approved by CMS comply with the following alternative disclosure standards: the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any alternative disclosure standards applicable to state or local entities that provide employee /retiree benefits.

5.6 **ERISA Requirements.** Maintain responsibility for making reports and disclosures required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including the creation, distribution and final content of summary plan

descriptions, summary of material modifications and summary annual reports, unless **Contract Holder's Plan** is specifically exempt thereunder.

- 5.7 **Enrollment & Disenrollments Transactions.** To the extent that **Contract Holder** directly accepts enrollment and/or disenrollment requests from **Members** that **Contract Holder** forwards to **Aetna** for processing and submission to **CMS**, **Contract Holder** agrees to comply with all applicable laws, rules and regulations and **CMS** instructions that relate to the handling and processing of enrollment and disenrollment requests that apply to the **Plan** ("Enrollment/Disenrollment Requirements"), including, without limitation, all Enrollment/Disenrollment Requirements that relate to the timeframes that apply to handling, processing and submission of enrollment and disenrollment requests for the **Plan**. **Contract Holder** agrees to forward enrollment and disenrollment forms completed by **Members** to **Aetna** no later than 90 days after the **Member's** effective date. **Contract Holder** acknowledges that if there is a delay between the time a **Member** submits an enrollment/disenrollment request to **Contract Holder** and when the enrollment/disenrollment request is received by **Aetna**, the enrollment/disenrollment transaction may not be processed by **CMS**, unless **Aetna** requests and **CMS** approves a retroactive enrollment/disenrollment transaction for the **Member**. **Contract Holder** further acknowledges that **Aetna**, in its sole discretion and judgment, will determine whether to submit retroactive enrollment and disenrollment transaction requests to **CMS**, and will make such determinations in accordance with applicable Medicare laws, rules and regulations, including **CMS** instructions.

Contract Holder acknowledges that, per Enrollment/Disenrollment Requirements, the effective date of enrollments and disenrollments in the **Plan** cannot be earlier than the date the enrollment or disenrollment request was completed by a **Member**. If approved by **CMS**, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, ninety (90) days from the date that **Aetna** received the enrollment or disenrollment request from **Contract Holder**, and the enrollment or disenrollment form must be completed and signed by the **Member** prior to the requested enrollment or disenrollment effective date.

Contract Holder acknowledges that **CMS** does not permit **Contract Holder** to retroactively terminate a **Member's** coverage under the **Plan** if the **Member** no longer meets **Contract Holder's** eligibility criteria to remain enrolled in the **Plan**. To meet these **CMS** requirements, **Contract Holder** agrees to provide **Aetna** with advanced written notice if **Contract Holder** chooses to terminate a **Member's** coverage under the **Plan** based on loss of eligibility, and **Contract Holder** acknowledges that the **Member's** coverage termination effective date will be determined in accordance with Medicare laws, rules and regulations and **CMS** requirements.

All of the requirements described in this Section 5.7 also apply equally to any third party administrator or other entity retained by **Contract Holder** to accept enrollment/disenrollment requests for the **Plan** from **Members** on **Contract Holder's** behalf.

SECTION 6. TERMINATION

- 6.1 **Termination by Contract Holder.** This **Group Agreement** may be terminated by **Contract Holder** by providing **Us** with 60 days' prior written notice. The notice of termination shall specify the effective date of such termination, which shall be on the 1st day of a calendar month and may not be less than 60 days from the date of the notice. Further, to allow **Aetna** to comply with **CMS** requirements, **Contract Holder** agrees to inform **Aetna** of its decision to renew or terminate the **Plan** as required under Section 5.5 of this **Group Agreement**.
- 6.2 **Renewal of Group Agreement.** This **Group Agreement** is renewable annually, upon written notice from the **Contract Holder** given at least sixty (60) days prior to the end of the **Initial Term** or **Subsequent Term**, subject to agreement on **Premiums** for the renewal term, unless **Aetna** will no longer offer any **Aetna Medicare PPO** plan in any service areas covered under this **Group Agreement**, because: (1) **CMS** terminates or otherwise non-renews the **Aetna's** Medicare Advantage contract with **CMS**, or (2) **Aetna** provides **CMS** with notice of its intention to non-renew its Medicare Advantage contract or reduce the service areas referenced in its Medicare Advantage contract with **CMS**.
- 6.3 **Termination by Us.** This **Group Agreement** may be terminated by **Us** as of the last day of the **Grace Period** if the **Premium** remains unpaid at the end of the **Grace Period**.

This **Group Agreement** may also be terminated by **Us** as follows:

- Upon 90 days' written notice to **Contract Holder** if **Contract Holder** 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 **Group Agreement**;
- Immediately upon notice to **Contract Holder** if **Contract Holder** no longer has any enrollee under the **Plan** who resides in the **Service Area**;
- Upon 90 days' written notice to **Contract Holder** if **Contract Holder** (i) breaches a provision of this **Group Agreement** and such breach remains uncured at the end of the notice period; (ii) ceases to meet **Our** requirements for an employer group or association; (iii) fails to meet **Our** contribution or participation requirements applicable to this **Group Agreement** (which contribution and participation requirements are available upon request); (iv) fails to provide the certification required by the Policies and Procedures; Compliance Verification section within a reasonable period of time specified by **Us**; (v) provides written notice to **Members** stating that coverage under this **Group Agreement** will no longer be provided to **Members**; or (vi) changes its eligibility or participation requirements without **Our** consent;
- Upon 180 days' written notice to **Contract Holder** (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if **We** cease to

offer a product or coverage in any market in which **Members** covered under this **Group Agreement** reside;

- Upon 90 days' written notice to **Contract Holder** for any other reason which is acceptable to the Centers for Medicare and Medicaid Services and consistent with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or by applicable federal rules and regulations, as amended; or
- Upon 90 days' written notice to **Contract Holder** if **Contract Holder** is a member of an employer-based association group, the **Contract Holder's** membership in the association ceases.

6.4 **Effect of Termination.** No termination of this **Group Agreement** will relieve either party from any obligation incurred before the date of termination. When terminated, this **Group Agreement** and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. **We** may charge the **Contract Holder** a reinstatement fee if coverage is terminated and subsequently reinstated under this **Group Agreement**.

6.5 **Notice to Members.** It is the responsibility of **Contract Holder** to notify the **Members** of the termination of the **Group Agreement** in compliance with all applicable laws, CMS requirements and **Aetna's** policies and procedures. However, **We** reserve the right to notify **Members** of termination of the **Group Agreement** for any reason, including non-payment of **Premium**. In accordance with the **EOC** and applicable **CMS** requirements, the **Contract Holder** shall provide written notice to **Members** of their rights upon termination of coverage.

It is also the responsibility of **Contract Holder** to notify **Members** of the involuntary termination of their coverage under the **Group Agreement** in compliance with all applicable laws, **CMS** requirements, and **Aetna's** policies and procedures. However, **We** reserve the right to notify **Members** of the involuntary termination of their coverage under the **Group Agreement** for any reason.

SECTION 7. PRIVACY OF INFORMATION

7.1 **Compliance with Privacy Laws.** **We** and **Contract Holder** will abide by all applicable laws and regulations regarding confidentiality of individually identifiable health and other personal information, including the privacy requirements of HIPAA.

7.2 **Disclosure of Protected Health Information.** **We** will not provide protected health information ("PHI"), as defined in HIPAA, to **Contract Holder**, and **Contract Holder** will not request PHI from **Us**, unless **Contract Holder** has either:

- provided the certification required by 45 C.F.R. § 164.504(f) and amended **Contract Holder's Plan** documents to incorporate the necessary changes required by such rule; or

- provided confirmation that the PHI will not be disclosed to the “plan sponsor”, as such term is defined in 45 C.F.R. § 164.501.

7.3 **Brokers and Consultants.** To the extent any broker or consultant employed by the **Contract Holder** receives PHI in the underwriting process or while advocating on behalf of a Member, **Contract Holder** understands and agrees that such broker or consultant is acting on behalf of **Contract Holder** and not Us. We are entitled to rely on **Contract Holder’s** representations that any such broker or consultant is authorized to act on **Contract Holder’s** behalf and entitled to have access to the PHI under the relevant circumstances.

SECTION 8. **INDEPENDENT CONTRACTOR RELATIONSHIPS**

8.1 **Relationship Between Us and Network Providers.** The relationship between Us and **Network Providers** is a contractual relationship among independent contractors. **Network Providers** are not agents or employees of Us nor are We an agent or employee of any **Network Provider**.

Network Providers are solely responsible for any health services rendered to their **Members**. We make no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any **Physician, Hospital** or other **Network Provider**. A **Provider’s** participation may be terminated at any time without advance notice to the **Contract Holder** or **Members**, subject to applicable law. **Network Providers** provide health care diagnosis, treatment and services for **Members**. We administer and determine **Plan** benefits.

8.2 **Relationship Between the Parties.** The relationship between the **Parties** is a contractual relationship between independent contractors. Neither **Party** is an agent or employee of the other in performing its obligations pursuant to this **Group Agreement**.

SECTION 9. **MISCELLANEOUS**

9.1 **Delegation and Subcontracting.** **Contract Holder** 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 this **Group Agreement** and applicable laws and regulations. **Contract Holder** also acknowledges that **Our** arrangements with third party vendors (i.e. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

9.2 **Accreditation and Qualification Status.** We may from time to time obtain voluntary accreditation or qualification status from a private accreditation organization or

government agency. We make no express or implied warranty about Our continued qualification or accreditation status.

9.3 **Prior Agreements; Severability.** As of the **Effective Date**, this **Group Agreement** 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 **Group Agreement** or the documents incorporated herein. If any provision of this **Group Agreement** is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this **Group Agreement** shall continue in full force and effect.

9.4 **Amendments.** This **Group Agreement** may be amended as follows:

- This **Group Agreement** shall be deemed to be automatically amended to conform with all laws, rules and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Us;
- By written agreement between both **Parties**; or
- By Us upon 30 days' written notice to **Contract Holder** and written acceptance of **Contract Holder**.

The **Parties** agree that an amendment does not require the consent of any **Member** or other person. Except for automatic amendments to comply with law, all amendments to this **Group Policy** must be approved and executed by Us. No other individual has the authority to modify this **Group Policy**; waive any of its provisions, conditions, or restrictions; extend the time for making a payment; or bind Us by making any other commitment or representation or by giving or receiving any information.

9.5 **Clerical Errors.** Clerical errors or delays by Us in keeping or reporting data relative to coverage will not reduce or invalidate a **Member's** coverage. Upon discovery of an error or delay, an adjustment of **Premiums** shall be made. We may also modify or replace a **Group Policy**, **EOC** or other document issued in error.

9.6 **Claim Determinations and Administration of Covered Benefits.** We have complete authority to review all claims for **Covered Benefits** as defined in the **EOC** under this **Group Policy**. In exercising such responsibility, We shall have discretionary authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this **Group Policy**, the **EOC** or any other document incorporated herein. We shall be deemed to have properly exercised such authority unless We abuse Our discretion by acting arbitrarily and capriciously. Our review of claims may include the use of commercial software (including Claim Check) and other tools to take into account factors such as an individual's claims history, a **Provider's** billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing. The administration of **Covered Benefits** and of any appeals filed by **Members** related to the

processing of claims for **Covered Benefits** shall be conducted in accordance with the **EOC** and any applicable laws, rules and regulations.

- 9.7 **Misstatements.** If any fact as to the **Contract Holder** or a **Member** is found to have been misstated, an equitable adjustment of **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.
- 9.8 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning **Premiums** due:
- No statement made by **Contract Holder** or any **Member** 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 **Contract Holder** shall be the basis for voiding this **Group Policy** after it has been in force for two years from its effective date.
- 9.9 **Assignability.** No rights or benefits under this **Group Policy** are assignable by **Contract Holder** to any other party unless approved by **Aetna**.
- 9.10 **Waiver.** **Our** failure to implement, or insist upon compliance with, any provision of this **Group Policy** or the terms of the **EOC** 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.
- 9.11 **Notices.** Any notice required or permitted under this **Group 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 Group Application or Cover Sheet, 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.
- 9.12 **Third Parties.** This **Group Policy** shall not confer any rights or obligations on third parties except as specifically provided herein.
- 9.13 **Non-Discrimination.** **Contract Holder** agrees to make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the **Aetna Medicare PPO plan** of eligible individuals and eligible dependents based on health status or health risk.
- 9.14 **Applicable Law.** This **Group Policy** shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the state specified in the Cover Sheet or, if no state law is specified, **Our** domicile state.

- 9.15 **Inability to Arrange Services.** If due to circumstances not within **Our** reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of **Our Network Providers** or entities with whom **We** have contracted for services under this **Group Policy**, or similar exigent causes, the provision of medical or **Hospital** benefits or other services provided under this **Group Policy** is delayed or rendered impractical, **We** shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid **Premiums** held by **Us** on the date such event occurs. **We** are required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.
- 9.16 **Use of the Aetna 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. **Contract Holder** 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 **Group Agreement**.
- 9.17 **Dispute Resolution.** The parties shall make a good faith effort to resolve all disputes under this Group Agreement by informal mediation. If the parties are unable to resolve the dispute in such manner, either party may seek resolution before a court located in Fairfield County, Connecticut having competent jurisdiction over the parties. This provision shall survive early termination of this Group Agreement.

Any Claim alleging wrongful acts or omissions of **Network** or **Out-of-Network Providers** shall not include **Aetna**. **Contract Holder** may not recover any damages arising out of or related to the failure to approve or provide any benefit or coverage beyond payment of or coverage for the benefit or coverage where (i) **We** have made available independent external review and (ii) **We** have followed the reviewer's decision. **Contract Holder** may not participate in a representative capacity or as a member of any class in any proceeding arising out of or related to the **Group Agreement**. This agreement to arbitrate shall be specifically enforced even if a party to the arbitration is also a party to another proceeding with a third party arising out of the same matter.

- 9.18 **Workers' Compensation.** In accordance with 42 C.F.R. Section 422.108, as may be amended from time to time, and other applicable Medicare laws, rules and regulations, **Contract Holder** 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.

Upon **Our** request, **Contract Holder** shall also submit a monthly report to **Us** listing all Workers' Compensation cases for **Members** who have outstanding Workers'

Compensation claims involving the **Contract Holder**. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

- 9.19 **Electronic Enrollment and Disenrollment.** To the extent that the **Contract Holder** has elected to electronically enroll eligible employees or retirees and their eligible dependents (“**Eligible Party**” or **Eligible Parties**”) in the **Aetna Medicare PPO plan** (“**Enroll**” or “**Enrollment**”) and to electronically **Disenroll Members** from the **Aetna Medicare PPO plan**, and **Aetna** has agreed to accept **Enrollment** and **Disenrollment** information from **Contract Holder** through a roster and electronically process such **Enrollments and Disenrollments**, **Contract Holder** must meet certain administrative and legal requirements set forth in this Section of this **Group Agreement**.

Aetna will electronically **Enroll Eligible Parties** who have elected the **Aetna Medicare PPO plan** coverage (“**Electronic Enrollment**”) and electronically **Disenroll Members** from the **Aetna Medicare PPO plan** (“**Electronic Disenrollment**”), provided **Contract Holder** meets the following requirements:

- Uses **Aetna** enrollment and **Disenrollment** forms approved by **CMS** for **Electronic Enrollments and Disenrollments** (“**Aetna Enrollment and Disenrollment Forms**”). As permitted under **Medicare** laws, rules and regulations and this **Group Agreement**, **Contract Holder** may permit **Eligible Parties** to electronically submit an election form to enroll in an **Aetna Medicare Plan** (“**Online Enrollment Form**”) to **Contract Holder** (“**Online Election Process**”).
- Confirms that all **Aetna Enrollment and Disenrollment Forms** and **Online Enrollment Forms** contain all data required by **CMS**, prior to requesting that **Aetna** process any **Electronic Enrollments** or **Disenrollments**.
- Maintains and provides access to all original **Aetna Enrollment and Disenrollment Forms** and **Online Enrollment Forms** completed by **Eligible Parties** and **Members** in accordance with the **Records Section** of this **Group Agreement** and all applicable **Medicare** laws, rules and regulations.
- Submits **Electronic Enrollment and Disenrollments** to **Aetna** timely and accurately in accordance with **Medicare** laws, rules and regulations, **Aetna** policies and procedures, and this **Group Agreement**.
- Submits to **Aetna** all data elements that are required by **CMS** and **Aetna** with respect to each **Electronic Enrollment** and **Disenrollment**, including, but not limited to, the following data elements:
 - Name
 - Permanent Address
 - Medicare Claim Number (HICN)
 - Gender
 - Date of Birth
 - **Plan Selection**

- Provider Selection (if applicable)
- Group Number
- Class Code
- **Plan ID**
- Effective Date

Contract Holder agrees to be bound by all laws, rules and regulations of, and all requirements applicable to, the arrangements described in this **Group Agreement**, including, without limitation, CMS requirements relating to **Electronic Enrollment and Disenrollment**. If **Aetna** determines, in its sole discretion and judgment, that the **Electronic Enrollment** or **Disenrollment** information provided by **Contract Holder** is incomplete, the **Electronic Enrollment** or **Disenrollment** will not be processed.

Electronic Enrollments deemed by **Aetna** to be complete will be processed by **Aetna** for the first of the month following receipt of the electronic file from **Contract Holder**. **Electronic Enrollments** may be processed 90 days retroactively from the current CMS effective cycle date when the following conditions apply:

- The requested effective date is indicated on the **Aetna Enrollment Form** or **Online Enrollment Form** completed by an **Eligible Party**, and on the electronic file transmitted by **Contract Holder** to **Aetna**; and
- The **Aetna Enrollment Form** is signed or the **Online Enrollment Form** is received by an **Eligible Party** prior to the requested effective date or prior to the date the **Aetna Enrollment Form** or **Online Enrollment Form** was completed by the **Eligible Party**.

Electronic Disenrollments deemed by **Aetna** to be complete will be processed by **Aetna** for the first of the month following receipt of the electronic file. **Aetna** will only process **Electronic Disenrollments** where an **Eligible Party** has voluntarily elected to **Disenroll** from an **Aetna Medicare PPO Plan** by submitting a fully completed **Aetna Disenrollment Form** to **Contract Holder**. **Aetna** will not process **Electronic Disenrollments** where **Contract Holder** has elected to **Disenroll** an **Eligible Party** from an **Aetna Medicare PPO Plan** due to **Eligible Party's** failure to pay **Plan** premium or any other basis.

Contract Holder will produce, at **Aetna's** request, the original copy of any **Aetna Enrollment** or **Disenrollment Form** or record of the **Online Enrollment Form** completed by an **Eligible Party**.

Contract Holder agrees that it will transmit to **Aetna** only that information which is reflected on an **Aetna Enrollment** or **Disenrollment Form** or **Online Enrollment Form** that is completed and signed, as required, by an **Eligible Party**.

Contract Holder agrees to obtain from **Eligible Parties** information, including authorizations, reasonably necessary for **Aetna** to perform its obligations under the arrangements set forth in this **Group Agreement**.

Contract Holder agrees to indemnify and hold **Aetna** harmless for any costs, expenses, claims or judgements, including attorney's fees, that **Aetna** incurs as a result of **Contract Holder's** failure to comply with the terms of this provision.

9.20 **Medicare Secondary Payer Requirements**

- **Generally.** **Aetna** and **Contract Holder** agree to comply with all Medicare Secondary Payer ("MSP") provisions set forth in federal laws, rules and regulations and **CMS** instructions that apply to **Contract Holder**, the **Plan** and **Aetna** ("MSP Requirements").
- **MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease (ESRD).** **Aetna** and **Contract Holder** agree to comply with all MSP Requirements applicable to **Contract Holder's** active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD ("ESRD Beneficiaries" or "ESRD Beneficiary"), including, without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y(b)(1)(C), 42 C.F.R. §§ 411.102(a), 411.161, and 411.162 and 42 C.F.R. §§ 422.106 and 422.108 ("ESRD MSP Requirements").
- **Contract Holder** acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by **Contract Holder** ("GHP") to be the primary payer for the first thirty (30) months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees employed by **Contract Holder** and regardless of whether the ESRD Beneficiary is a current employee or retiree.
- In furtherance of **Aetna's** and **Contract Holder's** compliance with ESRD MSP Requirements, **Contract Holder** agrees to confirm to **Aetna** whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the **Plan** during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If **Contract Holder** seeks to enroll an ESRD Beneficiary in the **Plan**, **Contract Holder** agrees to provide **Aetna**, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by **CMS**.

Exhibit A

3211

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:
Policy Period Start Date:
Policy Period End Date:
Medical Plan:
Hearing Hardware:
Lens Reimbursement:
Pharmacy Plan:

City of Bridgeport
01/01/2012
12/31/2012
Medicare 100 ESA PPO Plan
\$500 / 36 months
Vision 70
Not Covered

- ◆ Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- ◆ All rates are on a Per Member Per Month (PMPM) basis.
- ◆ Filed benefits (including copayment amounts), value added services and premiums are subject to CMS approval, and are effective January 1, 2012 through December 31, 2012.
- ◆ All counties are included where Aetna Medicare is available.
- ◆ The below rates include standard broker commissions of \$10 PMPM
- ◆ For billing purposes and administrative ease, Aetna's rating-area level rates have been blended into one National level rate. This offering requires Aetna to be the full replacement carrier to the City of Bridgeport's Medicare eligible retirees. Due to the anti-selection concerns that are inherent in this billing arrangement, a minimum 90% employer contribution to the group premium

State	Medicare Eligible Members	Medical Rate
National Rate	2,427	\$170.00

RECEIVED
COMMUNITY DEVELOPMENT
OFFICE
APR 11 2011

Exhibit B

32-11

AETNA LIFE INSURANCE COMPANY

**2012 AETNA MEDICARESM PLAN (PPO)
GROUP AGREEMENT COVER SHEET**

Contract Holder: City of Bridgeport and Bridgeport Board of Education

Contract Holder Number: 444845
001-280

PPO Plan: MA 100 ESA PPO Benefits Package

Effective Date: 12:01 a.m. on January 1, 2012

Term of Group Agreement: The **Initial Term** shall be: From January 1, 2012 through December 31, 2012
Thereafter, **Subsequent Terms** shall be: From January 1st through December 31st

Premium Due Dates: The **Group Agreement Effective Date** and the 1st day of each succeeding calendar month.

Plan Premium Rates: Please refer to the rate/financial exhibit, financial caveats document and/or final renewal communication (and any amendments made thereto) issued by **Aetna** in connection with this **Group Agreement** ("Rate Documents") for applicable rates.

Term of Rates: From January 1, 2012 to December 31, 2012. These rates are subject to adjustments based on final regulatory determinations.

Governing Law: Federal law and applicable laws of the state of Connecticut.

Notice Address for Aetna:
Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

RECEIVED
OFFICE
2012 JUN 11 A 9 12
TEST
OFFICE

and to **Contract Holder** at:
City of Bridgeport and Bridgeport Board of Education
Richard Weiner
Benefits Manager
45 Lyon Terrace, Room 223
City Hall - Benefit Office
Bridgeport CT 06604

The signatures below are evidence of Aetna's and Contract Holder's acceptance of the Contract Holder's Group Application on the terms hereof and constitutes execution of the Group Agreement(s) attached hereto on behalf of Aetna and Contract Holder.

Signed this _____ day of _____, 201_____.

AETNA LIFE INSURANCE COMPANY

By: _____
Gregory S. Martino
Vice President

CONTRACT HOLDER:

By: _____

Title: _____

Contract Holder Name: City of Bridgeport and Bridgeport Board of Education
Contract Holder Number: 444845
Contract Holder Locations: 001-280
Contract Holder Group Agreement Effective Date: January 1, 2012

Exhibit C 32-11



City of Bridgeport
 Aetna MedicareSM Plan (PPO)
 Medicare 100 ESA PPO Plan
 National

Benefits, Value Added Services and Premiums are effective January 1, 2012 through December 31, 2012

PLAN DESIGN AND BENEFITS
 PROVIDED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	Network Providers	Out-of-Network Providers
Deductible (per calendar year) Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Deductible is NOT applicable to Hearing Aid Reimbursement, Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	\$0 Deductible	\$0 Deductible
Member Coinsurance Applies to all expenses unless otherwise stated.	Covered 100%	Covered 100%
Annual Maximum Out-of-Pocket Amount (includes deductible)	\$0	N/A
Combined Annual Maximum Out-of-Pocket Amount (Plan Level / includes deductible) Annual Maximum Out-of-pocket Limit amount applies to all medical expenses EXCEPT Hearing Aid Reimbursement, Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	N/A	\$0
Primary Care Physician Selection	Not Applicable	Not Applicable
Certification Requirements There is not a requirement for member pre-certification. If a member fails to obtain pre-certification they will not be denied services or will any penalty amount be applied. However, pre-certification is requested on certain services including inpatient hospital care, inpatient mental health and substance abuse, skilled nursing facility, home health care and some durable medical equipment.		
Referral Requirement	None	None
Routine Physicals (Yearly Wellness Exams) / Immunizations One annual exam. Pneumococcal, Flu, Hepatitis B covered 100%	Covered 100%	Covered 100%
Routine GYN Care (Cervical and Vaginal Cancer Screenings) Exams One routine GYN visit and pap smear every 12 months	Covered 100%	Covered 100%
Routine Mammograms (Breast Cancer Screening) One baseline mammogram for members 35-39; and one annual mammogram for members age 40 and over	Covered 100%	Covered 100%



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Routine Prostate Cancer Screening Exam For covered males age 40 and over	Covered 100%	Covered 100%
Routine Colorectal Cancer Screening	Covered 100%	Covered 100%
Routine Bone Mass Measurement	Covered 100%	Covered 100%
Additional Medicare Preventive Services***	Covered 100%	Covered 100%
Routine Eye Exams One(1) annual exam	Covered 100%	Covered 100%
Routine Hearing Exams One(1) annual exam	Covered 100%	Covered 100%
Primary Care Physician Visits	Covered 100%	Covered 100%
Primary Care Physician Visits (after hours) Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	Covered 100%	Covered 100%
Physician Specialist Visits	Covered 100%	Covered 100%
Office Visits for Surgery	Covered 100%	Covered 100%
Allergy Testing/Treatment	Covered 100%	Covered 100%
DIAGNOSTIC PROCEDURES		
Outpatient Diagnostic Laboratory and X-Ray	Covered 100%	Covered 100%
EMERGENCY MEDICAL CARE		
Urgently Needed Care	Covered 100%	Covered 100%
Emergency Room; Worldwide (waived if admitted)	Covered 100%	Covered 100%
Ambulance Services	Covered 100%	Covered 100%
HOSPITAL CARE		
Inpatient Hospital Care The member cost sharing applies to covered benefits incurred during a member's inpatient stay	Covered 100%	Covered 100%
Outpatient Hospital Expenses (including surgery) The member cost sharing applies to covered benefits incurred during a member's outpatient visit	Covered 100%	Covered 100%



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MENTAL HEALTH SERVICES

Inpatient Mental Health Care	Covered 100%	Covered 100%
The member cost sharing applies to covered benefits incurred during a member's inpatient stay		

Outpatient Mental Health Care	Covered 100%	Covered 100%
The member cost sharing applies to covered benefits incurred during a member's outpatient visit		

ALCOHOL AND DRUG ABUSE SERVICES

Inpatient Substance Abuse (Detox and Rehab)	Covered 100%	Covered 100%
The member cost sharing applies to covered benefits incurred during a member's inpatient stay		

Outpatient Substance Abuse (Detox and Rehab)	Covered 100%	Covered 100%
The member cost sharing applies to covered benefits incurred during a member's outpatient visit		

Skilled Nursing Facility	Covered 100%	Covered 100%
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Limited to 100 days per Medicare benefit period.

The member cost sharing applies to covered benefits incurred during a member's inpatient stay

Home Health Agency Care	Covered 100%	Covered 100%
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Hospice Care	Covered by Medicare at a Medicare certified hospice	Covered by Medicare at a Medicare certified hospice
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Outpatient Rehabilitation Services	Covered 100%	Covered 100%
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Includes speech, physical, and occupational therapy.

Chiropractic Services	Covered 100%	Covered 100%
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For manipulation of the spine to the extent covered by Medicare

Durable Medical Equipment/ Prosthetic Devices	Covered 100%	Covered 100%
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Podiatry Services	Covered 100%	Covered 100%
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Limited to Medicare covered benefits only

Diabetic Supplies	Covered 100%	Covered 100%
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Outpatient Complex Radiology	Covered 100%	Covered 100%
Outpatient Dialysis Treatments	Covered 100%	Covered 100%
Medicare Part B Prescription Drugs	Covered 100%	Covered 100%
Vision Eyewear Allowance	\$70 reimbursement every 24 months	Same as preferred care.
Hearing Aid Reimbursement	\$500 once every 36 months	Same as Preferred tier
Coaching One phone call per week	Included	Not covered

*** Additional Medicare Preventive Services include ultrasound screening for abdominal aortic aneurysm (AAA), cardiovascular disease screening, diabetes screening tests, diabetes self-management training (DSMT), medical nutrition therapy, glaucoma screening, smoking & tobacco use cessation counseling, HIV screening and annual wellness visit.

Benefits, limitations, service areas and premiums are subject to change on January 1 of each year. Members must be entitled to Medicare Part A and continue to pay the Part B premium and Part A, if applicable.

This material is for informational purposes only. Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. Providers are independent contractors and are not agents of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change. Aetna does not provide care or guarantee access to health services.

In case of emergency, members should call 911 or the local emergency hotline, or go directly to an emergency care facility.

The following is a partial listing of exclusions and limitations under the Aetna MedicareSM Plan (PPO):

- Services that are not medically necessary or covered under the Original Medicare Program;
- Plastic or cosmetic surgery unless medically necessary;
- Custodial care;
- Experimental procedures or treatments beyond Original Medicare limits;
- Routine foot care that is not medically necessary
- Outpatient Prescription Drugs except those covered under Original Medicare Part B.



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PLAN DESIGN AND BENEFITS
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Precertification, or prior approval of coverage is requested for certain services. Providers must be licensed and eligible to receive payment under the federal Medicare program.

Health information programs provide general health information and are not a substitute for diagnosis or treatment by a physician or other health care professional. Information is believed to be accurate as of the production date; however, it is subject to change. In the event of a conflict or inconsistency between this material and plan documents, the terms of the plan document shall govern.

Discount programs provide access to discounted prices and are not insured benefits. The member is responsible for the full cost of the discounted services.

Health Benefits and Health Insurance plans are offered by Aetna Health Inc., Aetna Health of California Inc., and/or Aetna Life Insurance Company (Aetna). A Medicare Advantage organization with a Medicare contract. A Medicare approved Part D sponsor.

This document may be available in a different format or language. For assistance, please call Member Services at 1-800-282-5366 (TTY/TDD: 1-888-760-4748). Calls to this number are free. Hours of operation: 7 days per week, 8am till 8pm. Este documento podría estar disponible en diferentes formatos o idiomas. Para ayuda, por favor llame a Servicios al Miembro al 1-800-282-5366 (TTY/TDD: 1-888-760-4748). Las llamadas a este número son gratuitas. Horario de atención: los 7 días de la semana, de 8 a.m. a 8 p.m.

For more information about Aetna plans, refer to www.aetna.com.

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2012 Aetna Medicare

*****This is the end of this plan benefit summary*****

Resolution Concerning the Appointment of Members of the
Charter Revision Commission for the City of Bridgeport.

Report
of
Committee
on
Ordinances

Submitted: January 17, 2012
(OFF THE FLOOR)

Adopted: _____

Attest: Fleeta C. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

31-11

RESOLUTION

Concerning the Establishment and Appointment of a Charter Revision Commission for the City of Bridgeport

Whereas, pursuant to the provisions of C.G.S. § 7-188 (b) at its meeting on January 3, 2012 the City Council of the City of Bridgeport voted to initiate action to amend the Charter of the City of Bridgeport; and

Whereas, the City Council seeks to establish and appoint a Charter Revision Commission in accordance with the provisions of C.G.S. § 7-190.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bridgeport that:

1. Pursuant to C.G.S. § 7-190 (a) the following seven (7) members are appointed to serve as members of the Charter Revision Commission:

Florisca Carter	Cathleen Simpson
George Estrada	Charles Valentino, Sr.
William J. Marshall	Harry Weichsel
Ruben Felipe	

Not more than one-third of these appointees hold any other public office in the City of Bridgeport and not more than a bare majority of appointees are members of one political party.

2. Pursuant to C.G.S. § 7-190 (b), the Charter Revision Commission appointed herein, shall be authorized to update language, comprehensively review the City Charter in order to modernize, simplify and revise in order to make the charter more constitutional in style; review the provisions pertaining to accountability for education reform in the City; consider issues raised by the City Council, other public officials and the residents of Bridgeport; make any necessary housekeeping changes in accordance with the requirements of state law; and, to consider such other changes and matters as its deems desirable or necessary to improve the governance of the City.



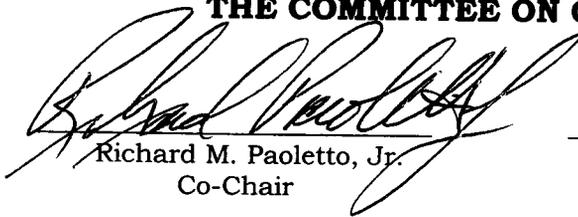
**Report of Committee on Ordinances
31-11**

-2-

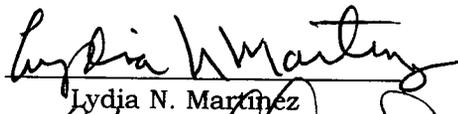
3. Pursuant to C.G.S. § 7-190 (b), the Charter Revision Commission shall submit its draft report no later than June 15th in order to assure that the final report, proposed charter and questions will be submitted in order to be considered at referendum in the general election of 2012.
4. Pursuant to C.G.S. § 7-190 (c), the Charter Revision Commission shall terminate upon acceptance or rejection of its final report by the City Council.
5. Upon adoption by the City Council, the City Clerk is instructed to provide public notice for the first Organizational Meeting of the Charter Revision Commission for 7:00 P.M. on Tuesday, January 24, 2012 at City Hall, Lyon Terrace, Bridgeport, Connecticut in a room to be designated by the City Clerk. The purpose of said meeting shall be to select officers, establish a date for the First Statutory Public Hearing, formulate a preliminary schedule, receive and review background materials, discuss preliminary issues with counsel and City Attorney and address other issues pertinent to commencing the charter revision process.

Respectfully submitted,

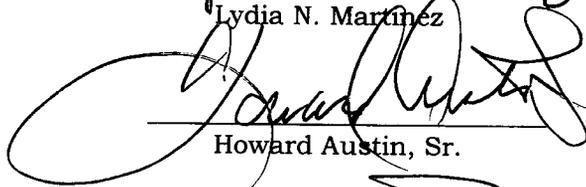
THE COMMITTEE ON ORDINANCES

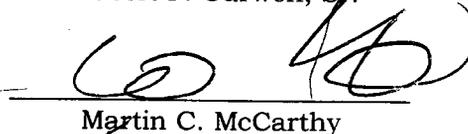

Richard M. Paoletto, Jr.
Co-Chair

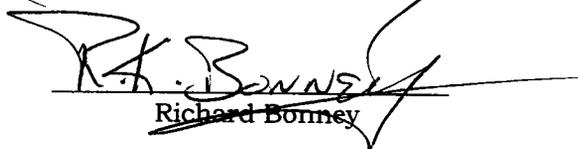

Warren Blunt
Co-Chair


Lydia N. Martinez


Robert P. Curwen, Sr.


Howard Austin, Sr.


Martin C. McCarthy


Richard Bonney

City Council Date: January 17, 2012 (OFF THE FLOOR)