

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, DECEMBER 6, 2010

7:00 p.m.

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

ADDED:

Presentation from National Environmental Hall of Fame to Mayor Bill Finch

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 6, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules for Council Year 2010-2011.

Appointment of City Council Standing Committees for Council Year 2010-2011.

Mayoral Proclamation presented to Joe Rutkowski of J.R.'s Housing Painting.

City Council Citation: Charles Carroll and the Public Facilities Department for being recognized as the Public Facilities Department and Director of the Year by The Connecticut Association of State Highway Officials (CASHO).

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 1, 2010

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 01-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Social Services for 2010-2011 Social Services Block Grant, referred to Economic and Community Development and Environment Committee.
- 02-10** Communication from Central Grants and Community Development re Grant Submission: Department of Housing and Urban Development for 2010-2014 Bridgeport Lead Free Families (BLFF) Grant, referred to Economic and Community Development and Environment Committee.
- 03-10** Communication from Central Grants and Community Development re Grant Submission: Department of Housing and Urban Development for 2010-2013 Bridgeport Healthy Homes Program Grant, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 04-10** Communication from Inland Wetlands and Watercourses Agency re Proposed Professional Services Agreement with Environmental Land Solution, LLC for consultant services, referred to Contracts Committee.
- 05-10** Communication from Central Grants and Community Development re Grant Submission: State Department of Social Services for 2010-2012 Retired Senior Volunteer Program Grant, referred to Economic and Community Development and Environment Committee.
- 07-10** Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Justice 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, referred to Public Safety and Transportation Committee.

PETITIONS TO BE REFERRED TO COMMITTEES:

- 06-10** Petition from Attorney Lisa Grasso Egan re Proposed Collective Bargaining Agreement with the Board of Education and Council of Administrators and Supervisors, Local 46, AFL-CIO for the period of September 1, 2011 thru August 31, 2014, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *152-09** Ordinance Committee Report re Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School.
- *158-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Brownsfields Assessment Grant Program.
- *159-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Brownsfields Clean Up Grant Program for 837 Seaview Avenue.
- *135-09** Miscellaneous Matters Committee Report re Settlement of Pending Litigation with William Voight.

MATTERS TO BE ACTED UPON:

- 157-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program.
DENIED (Pursuant to City Council Rule XV)

7

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 6, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Responses to medical benefits and sewage conditions at P.T. Barnum Apartments.

Ethan Book
131 Vine Street
Bridgeport, CT 06604

Pertinent matters of the recent statewide election process regarding the position of U.S. Senator.

**CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, DECEMBER 6, 2010
6:30 pm**

ATTENDANCE: Council members: M. McCarthy, Walsh, T. McCarthy, Austin, Lyons, dePara, Silva, Martinez, Paoletto, Baker, Holloway

ABSENT: Council members: Brannelly, A. Ayala, Taylor-Moye, Brantley, Vizzo-Paniccia, Bonney, Blunt, M. Ayala, Curwen

RECEIVED
CITY CLERK'S OFFICE
2010 DEC - 8 P 2:18
TEST
CITY CLERK

Council President McCarthy called the public speaking session to order at 7:00 pm.

He stated that there wasn't a quorum and it isn't required for the public speaking session.

He also announced that the following council members weren't in attendance tonight for varied reasons, due to: being out of town, a wake, illness, delayed in traffic and a family emergency (*Council members: Holloway, Brannelly, Vizzo-Paniccia, M. Ayala, A. Ayala, Taylor-Moye and Curwen*)

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 6, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
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Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Responses to medical benefits and sewage conditions at P.T. Barnum Apartments.
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Mr. Young stated that Council member A. Ayala indicated that he would check out his complaint about the raw sewage problem, but it isn't been done yet. He questioned why it was taking so long.

He further mentioned that he was still trying to find out why his medical benefits have been denied, per his request to Council member T. McCarthy to investigate the matter. He stressed that as a taxpayer, he felt that his complaints should be investigated. He stated that since he hasn't received any response to his medical benefits complaint, he planned to go to the State Labor Board. He recalled an article in the CT Post regarding certain issues that he brought forth in the past, noting that he was glad he spoke out, because it gives a person an opportunity to speak up for those less fortunate. He ended in saying that all his complaints will be dealt with in court and he cautioned that everyone should be ready.

Ethan Book
131 Vine Street
Bridgeport, CT 06604

Pertinent matters of the recent
statewide election process regarding
the position of U.S. Senator.

Mr. Book mentioned that he was a candidate for the U.S. Senate. He said he observed a defective certificate of endorsement from Linda McMahon and the matter is currently before the New Haven court. He further spoke about an estimated \$60 million that was paid to three different CT law firms on August 19, 2010. He said he sent Attorney Blumenthal the information requesting him to reveal the amounts that were paid to the law firms for the litigation. He said he received a response back that indicated he wasn't entitled by law to receive any response. He then requested the contracts and they were sent to him on November 23, 2010. He noted that some sections of the contract were suspect (*as he read*) that pertained to services performed and any disbursements made. He stated that there were other portions of the contract that were eliminated, thus, he didn't receive any informative information. He also commented about the petition for reconsideration for the last election – *petition submitted*.

Council member Holloway questioned Mr. Book as to why he brought these issues before the city council, noting that they are state government issues. Mr. Book said he thought the issues overlapped and concerned the city council.

The public hearing session ended at 7:16 pm.

CITY COUNCIL MEETING

Monday, December 6, 2010

7:00 pm.

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

ATTENDANCE: Council members: M. McCarthy, Brantley, Walsh, T. McCarthy, Austin, Lyons, Bonney, dePara, Silva, Martínez, Paoletto, Baker, Holloway

ABSENT: Council members: Brannelly, A. Ayala, Taylor-Moye, Vizzo-Paniccia, Blunt, M. Ayala, Curwen

Mayor Finch called the meeting to order at 7:17 pm.

Prayer the prayer was offered by Council member Martinez.

Pledge of Allegiance the pledge was led by Council member Brantley.

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

Mayor Finch acknowledged Kayla Torres in the audience and congratulations on the birth of her child.

Mayor Finch mentioned and thanked everyone for their participation in the tree lighting downtown and in Black Rock. He expressed that it was a great success and he encouraged everyone to enjoy how pretty the tree is.

He further welcomed all the council members back from the Leadership Conference they attended in Denver.

Council President McCarthy repeated the council members that weren't in attendance tonight for the varied reasons previously mentioned. He thanked Council member Holloway for showing up after just arriving from a flight.

Council President McCarthy congratulated Council members Martinez and Ayala for being elected to the Board of Helo.

Adoption of City Council Rules for Council Year 2010-2011.

**** COUNCIL MEMBER T. MCCARTHY MOVED TO APPROVE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

Appointment of City Council Standing Committees for Council Year 2010-2011.

Council President McCarthy stated there weren't any changes to the committees, leadership or liaison for year 2011.

**** COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE THE SAME
COMMITTEES LISTING FROM 2010 FOR YEAR 2011
** COUNCIL MEMBER HOLLOWAY SECONDED
** MOTION PASSED UNANIMOUSLY**

City Council Citation: Charles Carroll and the Public Facilities Department for being recognized as the Public Facilities Department and Director of the Year by The Connecticut Association of State Highway Officials (CASHO).

Council President McCarthy stated it was a good idea when a statewide independent agency makes a decision to honor our Public Facilities Department and Director. He called Charles Carroll to the front to receive the acknowledgement.

Mayor Finch expressed and thanked the public works facility that is run by Charles Carroll and for all the citywide work that is done in cleaning up the city, leaves collection and recycling endeavors. He further expressed that no matter what task is made to the department, they have had great outcomes in efficiency. He thanked Mr. Carroll, noting it was a well deserved citation.

Council President McCarthy stated that he was there the day of the tornado. He noted how quick and effectively the department moved to make sure that the city was safe and cleaned up. He said it was very impressive what they accomplished in a short period of time. He also noted that they are the only department that is as responsive to the council members and public and they make sure the constituents calls are answered. *He read the citation and presented it to Charles Carroll.*

Mr. Carroll thanked everyone for the citation. He humbly accepted it on behalf of all the members in the public facilities department. He noted that he was proud to work with each and every one of them.

Council President McCarthy commented that Mr. Carroll was both the Parks Director and the Public Facilities Director and he served both positions graciously.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 1, 2010

**** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER M. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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**** COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO COMMITTEES**
**** COUNCIL MEMBER T. McCARTHY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

PETITIONS TO BE REFERRED TO COMMITTEES:

- 06-10** Petition from Attorney Lisa Grasso Egan re Proposed Collective Bargaining Agreement with the Board of Education and Council of Administrators and Supervisors, Local 46, AFL-CIO for the period of September 1, 2011 thru August 31, 2014, referred to Contracts Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER PETITIONS TO COMMITTEES**
**** COUNCIL MEMBER AUSTIN SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy commented that this petition was actually from the Board of Education and there is a short turnaround time line. He noted that it was a good contract, but if there isn't a quick determination it won't go into effect.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council member Paoletto requested to remove item 152-09 for the purpose of returning the item back to committee.

Mayor Finch briefly conferred with City Attorney Anastasi regarding the matter. He called for a 5-minute recess to discuss the item with the council members.

*A recess was called at 7:35 pm.
The meeting reconvened at 7:40 pm.*

Council member Paoletto rescinded his request to remove the item from the consent calendar. He stated that the item would be left on the calendar.

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

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

***152-09** Ordinance Committee Report re Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School.

***158-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Brownsfields Assessment Grant Program.

***159-09** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Brownsfields Clean Up Grant Program for 837 Seaview Avenue.

***135-09** Miscellaneous Matters Committee Report re Settlement of Pending Litigation with William Voight.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

157-09 Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program. **DENIED** (Pursuant to City Council Rule XV)

**** COUNCIL MEMBER SILVA MOVED TO APPROVE
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member dePara stated that as co-chair of the committee, the item was denied because the committee felt that the \$10k match from the city wasn't specifically identified in the line item budget. There was a concern that it would cause a \$10k deficit.

Mayor Finch called for a 5-minute recess at 7:42 pm to discuss the matter with the council members.

The meeting reconvened at 7:50 pm.

Mayor Finch returned to item 157-09.

**** COUNCIL MEMBER dePARA MOVED TO DENY
** COUNCIL MEMBER T. McCARTHY SECONDED**

A roll call vote was taken. It was clarified that a yes vote = to support the denial by committee. And a no vote = not to support the denial.

**** MOTION PASSED WITH TEN VOTES IN FAVOR TO DENY ITEM 157-09 AND
FOUR VOTES IN OPPOSITION TO DENY ITEM 157-09 (COUNCIL MEMBERS:
M. McCARTHY, BONNEY, dePARA, PAOLETTO)**

***157-09 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
COMMITTEE REPORT RE GRANT SUBMISSION: U.S. EPA 2010 GREENSCAPER
GRANT PROGRAM. DENIED (PURSUANT TO CITY COUNCIL RULE XV)**

Mayor Finch stated the he believed they will still find a way to process the grant for the program, noting how important it is.

**** COUNCIL MEMBER LYONS MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF REFERRING AN ITEM TO COMMITTEE
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER LYONS MOVED TO REFER RE: PROPOSED RESOLUTION
APPROVING CENTRAL AVENUE SIGNAGE TO INCLUDE THE CEREMONIAL
NAME OF BISHOP MOALES WAY (ITEM # 09-10)
** COUNCIL MEMBER BAKER SECONDED
** MOTION PASSED UNANIMOUSLY**

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

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER RE: PROPOSED
ORDINANCE PROVIDING FOR THE CITY OF BRIDGEPORT**

**MEMBERSHIP IN THE GREATER BRIDGEPORT REGIONAL COUNCIL OF
ELECTED OFFICIALS (ITEM # 08-10)**

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

Council President McCarthy reminded everyone about the new adopted rules policy to provide copies of all referrals to committees to all council members. He said the referrals should be submitted the Friday prior to a city council meeting, to give everyone time to review the information.

Council member Brantley requested Mayor Finch to acknowledge who makes a motion instead of calling out random names – *it was noted that the acoustics in council chambers might be the cause of not hearing the names called.*

Mayoral Proclamation presented to Joe Rutkowsky of J.R.'s Housing Painting.

Mayor Finch, Council President McCarthy and Council member M. McCarthy approached the front of council chambers to present the citation.

Mayor Finch expressed that everyone is trying to do all they can to stretch a dollar. He commented that the lighthouse was a beacon in the city, because it highlights the city. He expressed his appreciation for Mr. Rutkowsky's work on the lighthouse through the years, noting that he has painted it three times along with help from volunteers. He thanked him for his service to applause.

Council President McCarthy stated that symbols are an important thing for a city and it's what you see when you look at the water.

Council member M. McCarthy commented that the lighthouse valued and he appreciated the work done by J. R.'s Housing Painting.

*Council member A. Ayala announced that an event will be held tomorrow night at 6:00 pm at the City Hall Annex. There will be refreshments and doo wop band performing. He invited everyone to attend.

ADJOURNMENT

**** COUNCIL MEMBER A. AYALA MOVED TO ADJOURN
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM#01-10 Referred to ECD&E Committee on 12/6/2010

November 19, 2010

To: Fleeta Hudson
From: Renu Gupta
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott
Re: 2010-2011 Social Service Block Grant (SSBG)

RECEIVED
CITY CLERK'S OFFICE
2010 NOV 29 A 9:29
ATTEST
CITY CLERK

The Central Grants & community Development seeks authorization for Mayor Finch to enter into contract with State Department of Social Services for Social Services Block Grant (SSBG) and to sign all related documents, contracts and resolutions.

The grant, in the amount of \$ 180,183 provides case management, counseling and home based services for Bridgeport residents.

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



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : Social Service Block Grant

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

This is a Social Service Block Grant funded through the State Department of Social Services. It funds programs in the Veterans Office, Disabilities Office and Social Services in addition to two sub-contracts with the Child and Family Guidance Center and Disability Resource Center. The City previously received two separate contracts for service. This year, the state combined the two City contracts into one.

CONTRACT DATES:

October 1, 2010 – September 30, 2011

PROGRAM GOALS AND OBJECTIVES

1. To provide case management to SAGA clients, veterans and people with disabilities with the goal of satisfying basic needs to sustain adequate life functions.
2. To provide counseling to Hispanic youth and their families with the goal of improving the parent-child relationship.
3. To provide Home-Based Services so that clients can continue to reside in the community, preventing unnecessary institutionalization.

IF APPLICABLE

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

Federal:
State: \$180,183
City:
Other:

FUNDS REQUESTED

Salaries/Benefits: \$144,018
Office Supplies: \$1,165
Refreshments:
Mileage:
Subcontracts: Yes X No
If yes, supply listing and dollar amount (please attach)
Child and Family Guidance Center @ \$27,500
Disability Resource Center @ \$7,500

WHEREAS, the State Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for a Social Service Block Grant and,

WHEREAS, funds under this grant will be used to provide case management, counseling and home-based services for Bridgeport residents.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Social Services in an amount not to exceed \$180,183 for the purpose of providing case management, counseling and home-based services for Bridgeport residents.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide case management, counseling and home-based services for Bridgeport residents.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for a Social Service Block Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM#02-10 Referred to ECD&E Committee on 12/6/2010

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

October 21, 2010

To: Fleeta Hudson
From: Renu Gupta
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott, Sabine Kuczo
Re: Bridgeport Lead Free Families (BLFF)

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2010 NOV 29 A 9:30

The Central Grants & Community Development seeks authorization for Mayor Finch to enter into contract with Department of Housing & Urban Development for Bridgeport Lead Free Families (BLFF) Grant and to sign all related documents, contracts and resolutions.

Bridgeport BLFF program is an intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City.

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



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE: Bridgeport Lead Free Families (BLFF)

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants & Community Development

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

Bridgeport BLFF program is an intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City. The program will remove lead from 210 units in Bridgeport.

CONTRACT DATES:

Dec, 2011- Nov 2014

PROGRAM GOALS AND OBJECTIVES

The goal of the Program is to remove lead hazards from the homes occupied by children less than 6 years of age.

IF APPLICABLE

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

Federal: \$3,099,996
State:
City: \$ 351,519(match -in-kind)
Other: \$75,000 (CDBG)

FUNDS REQUESTED

Salaries/Benefits: \$887,446
Office/Medical Supplies: \$176,400
Refreshments: \$
Travel: \$26,550
Subcontracts: Yes No
\$2,037,500 – HUD and purchasing guidelines
will be followed to award subcontracts

WHEREAS, the Department of Housing & Urban Development is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and,

WHEREAS, this funding has been made possible through a grant under Lead Based Paint Hazard Control (LBPHC) Program and,

WHEREAS, funds under this grant will be used to provide intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and remediate lead from 210 units,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Central Grants & Community Development, submit an application to the Department of Housing & Urban Development in an amount not to exceed \$3,099,996 for the purpose of providing intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and to remediate lead form 210 units,; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Department of Health and Central Grants & Community Development to provide intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and to remediate lead from 210 units, and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Central Grants & Community Development for a Lead Based Paint Hazard Control (LBPHC) Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. #03-10 Referred to ECD&E Committee on 12/6/2010

November 19, 2010

To: Fleeta Hudson
From: Renu Gupta
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott, Sabine Kuczo
Re: Bridgeport Healthy Homes Program

RECEIVED
CITY CLERK'S OFFICE
2010 NOV 29 A 9:30
ATTEST
CITY CLERK

The Central Grants & Community Development seeks authorization for Mayor Finch to enter into contract with the Department of Housing and Urban Development for Bridgeport Healthy Homes Program and to sign all related documents, contracts and resolutions.

The grant, in the amount of \$ 999,967 provides removal of health and safety hazards in 275 housing units in Bridgeport.

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



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : Bridgeport Healthy Homes Program

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants & Community Development

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

The program using a consortium and collaborative approach will assess and remediate health and safety hazards from 275 housing units. Through collaborative partners, they will also receive energy conservation services. All the residents in the city will be educated on the healthy homes concepts.

CONTRACT DATES:

December 1, 2010 – November 30, 2013

PROGRAM GOALS AND OBJECTIVES

1. Conduct door to door outreach on healthy homes concepts
2. Remove health and safety hazards from 275 units
3. Build capacity

IF APPLICABLE

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

Federal: \$999,967
State:
City: \$176,346 (In-Kind)
Other:

WorkPlace Inc (training)-\$90,000
ABCD Inc (Weatherization) - \$200,000
Fire Department (Fire Alarms) - \$ 50,050
United Illuminating (energy audit) - \$206,250

FUNDS REQUESTED

Salaries/Benefits: \$271,042
Mkting and Healthy Home Supplies: \$32,850
Conference: \$6,800
Mileage: \$7275

Subcontracts: Yes X No _____

If yes, supply listing and dollar amount:

Bridgeport Neighborhood Trust for remediation@ \$654,000
Matrix Public Health Consultants for evaluation @ \$ 7,000
Ct. Coalition for Environmental Justice for outreach and training@ \$21,000

WHEREAS, the Department of Housing and Urban Development is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for a Healthy Homes Production Grant Program and,

WHEREAS, funds under this grant will be used to educate residents and remove health and safety hazards from 275 homes in Bridgeport

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants & Community Development, submit an application to the Department of Housing and Urban Development in an amount not to exceed \$999,967 for the purpose of educating residents on healthy homes concepts and to remediate health and safety hazards in 275 units in Bridgeport

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Department of Housing and Urban Development to remove health and safety hazards from 275 homes in Bridgeport.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Department of Housing and Urban Development and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
INLAND WETLANDS AND WATERCOURSES AGENCY

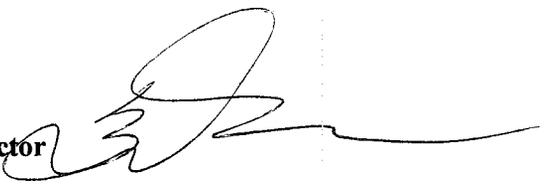
ROOM 206 - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7222

BILL FINCH
Mayor

COMM. #04-10 Referred to Contracts Committee on 12/6/2010

Memorandum

TO: Fleeta Hudson, City Clerk

FROM: William E. Minor, LUCR Director 

DATE: November 30, 2010

RE: Professional Services Agreement (Contract) - Environmental Land Solutions

Attached are 20 copies of a Professional Services Agreement (contract) to be placed on the next available City Council agenda for review and approval. The Agreement will allow Environmental Land Solutions to continue to provide technical advice to the Inland Wetland and Watercourses Agency. Approval by the Council will allow the Mayor to sign on behalf of the City. Thank you

RECEIVED
CITY CLERK'S OFFICE
2010 NOV 30 P 3:17
ATTEST
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the day of November, 2010 (the "**Agreement**") is hereby entered into between **Environmental Land Solutions LLC**, with offices at 8 Knight Street, Suite 203, Norwalk, Connecticut 06851 (the "Consultant") and the **City of Bridgeport, acting through its Inland Wetlands and Watercourses Agency** with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose- of reviewing land use applications and related services as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS the City publicly advertised a request for qualifications for such services from vendors; and

WHEREAS the Consultant submitted a proposal to render the required consulting services; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City;

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

1. **General Undertaking.** The parties are entering into this Agreement whereby, the Consultant will perform certain inland wetlands consulting services (the "services") consisting primarily of the tasks set forth in the Consultant's proposal, both of which are attached as Exhibit A hereto and made a part hereof, and such other related tasks as may be assigned ("Scope of Work") by the Inland Wetlands and Watercourses Agency ("IWWA") or the IWWA clerk. The scope of Work shall include, but not be limited to, issuance of letters of decision, preparing reports to the IWWA drafting permits and conditions and reviewing meeting minutes. The clerk of IWWA shall be responsible for reviewing applications and processing the same, meeting with applicants and the public, handling questions and requests for information, and signing and sending correspondence to applicants and other agencies, preparing meeting agendas, performing inspections for violations, etc., although there may be occasions when the City may ask the Consultant to handle some of the clerk's activities as part of the Consultant's Scope of Work.

2. **Term of Engagement.** This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until -the City's fiscal impact analysis, software package is fully operational, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term").

Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. **Basis For Compensation.** The Consultant is being hired on a time and materials basis to be billed against a not-to-exceed maximum of Twenty-five thousand (\$25,000) Dollars for

each year during the Term, which amount cannot be exceeded without the express prior written consent of the City. Any increase in this maximum amount is subject to available funding. The Consultant shall maintain contemporaneous daily time records, and other records, of hours and tasks performed per individual, which shall be submitted to the City with each monthly invoice. Unless otherwise stated, all tasks assigned and schedules for progress and completion shall be considered a material part of this Agreement.

4. **Hourly Rate; Reimbursable Expenses; Payment Process**

(a) **Price**. The applicable price for all Services rendered has been established as an hourly rate of Eighty (\$80.00) Dollars per principal of the Consultant, which shall remain the same throughout the term, which shall be two years commencing on November, 2010. Except as stated herein, the Price includes the cost of the Consultant's home office overhead, general and administrative expenses, and all other indirect costs and profit to be recovered or charged under this agreement.

(b) **Out-of-Pocket-Costs**; Taxes Except as otherwise set forth in this Agreement, Services include the costs of local travel to and from the Consultant's office or offices and the City of Bridgeport. The City agrees to reimburse the Consultant its actual, reasonable expenses for the items set forth in Exhibit B attached and made a part hereof ("Reimbursable Expenses"). The Consultant must request and obtain the City's prior written consent for all other expenses. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, and the Consultant shall not invoice the City therefor.

(c) **Payment**. Payment shall be made within sixty (60) days after receipt of the Consultant's complete invoice with all back up materials, including but not limited to, daily time records showing the employee's name, number of hours worked, tasks performed, and the like, satisfactory to the City.

(d) **Invoices**. The cost of all Services performed and Reimbursable Expenses incurred shall be invoiced monthly as work progresses, but in no event shall the Consultant submit invoices for such work or expenses later than forty-five (45) days after such Services are rendered.

5. **Acceptability of Information and Reports Supplied by the Consultant**. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. **Proprietary Rights**. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such Consultant's Work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral

rights) it might have in the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services and is free to use such knowledge in future projects.

7. **Confidential Information.**

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

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

8. **Non-Circumvention. [INTENTIONALLY OMITTED]**

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

10. **Representations and Warranties.**

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

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

(b) The Consultant represents that it will undertake and complete the Scope (s) of Work assigned by the City within the times and dates established by the city and otherwise specified under applicable law to enable timely action to be taken by the City's Inland Wetlands and Watercourses Agency.

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

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

(e) The Consultant will not complete any scope of work or subcontract any of the work to third parties or principals other than Matthew Popp and Kate Throckmorton without prior written notice to the City and receipt of the City's written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted sub-consultants, have committed a criminal violation of or under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and sub-consultants shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Service's under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work in accordance with the terms of this Agreement.

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

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so

as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. **Remedies & Liabilities.**

(a) **Remedies.** In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) **Liabilities.** THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS"), SECTION 7 "CONFIDENTIAL INFORMATION") OR SECTION 8 (NON-CIRCUMVENTION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

with a copy to:

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

If to the Consultant:

Environmental Land Solutions ,LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

13. **Termination For Default; Termination For Convenience.**

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. **Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first, resolved by mutual agreement, shall be determined in the Connecticut Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut 06604.

(a) **Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

(b) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any other arbitration or litigation involving a claim by a third party that relates to the subject matter set forth in this Agreement and reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interest.

15. **Independent Consultant Status.** The Consultant and its approved sub-consultants are independent Consultants in relation "to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment, of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its sub-

consultants and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

17. **Indemnification; Insurance.**

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

(b) **Insurance requirements:** (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every Consultant and sub-consultant in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage, shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business.

Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form delivered to the City and authorized and executed with the original stamp or signature of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant and its permitted sub-consultants will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings or rating otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA Attention: Purchasing Agent 45 Lyon Terrace, Bridgeport, Connecticut 06604"

Non-Discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning

the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. **Communications.** All communications shall be made orally or in writing to Matthew Popp or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. **Miscellaneous.**

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

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

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

(d) **Excusable Delay.** The parties hereto, respectively, shall not be in default of this agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme, unseasonable weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the

continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

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

(j) **Property Access.** The parties understand that it is the City's obligation to obtain legal access to the Project area. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

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

CITY OF BRIDGEPORT

By: _____
Name:
Title:

ENVIRONMENTAL LAND SOLUTIONS, LLC

By: _____
Name:
Title:

SCHEDULE A



Environmental Land Solutions, LLC
Environmental Analysis, Landscape Architecture & Planning

June 18, 2010

Department of Public Purchasing
City of Bridgeport
45 Lyon Terrace, Rm 324
Bridgeport, CT 06604

Re: Letter of Transmittal - Request for Qualifications
PEB 18106 - Inland Wetlands Consultant

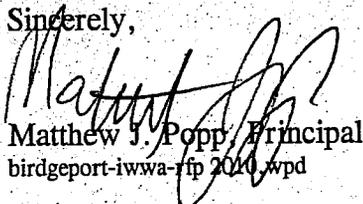
To Whom it May Concern:

Environmental Land Solutions, LLC (ELS) welcomes the opportunity to submit its qualifications for the Inland Wetlands Consulting Services as outlined in the Request for Qualifications (RFQ) PEB 18106. ELS is currently the consultant to the Inland Wetlands and Watercourses Agency (IWWA) of the City of Bridgeport. Our firm has acted in this capacity since 1995, initially through Environmental Design Associates, our former employer, and subsequently directly through ELS since 2002.

Our firm has extensive experience with municipal, state and federal laws and guidelines which focus on inland wetlands and watercourses regulations which is reflected in the materials submitted in the Request for Qualifications (RFQ). I am a licensed Landscape Architect and a Professional Wetland Scientist and served for sixteen-years as a member of the Greenwich Inland Wetlands and Watercourses Agency and a nine-year member of the Audubon Greenwich Board of Directors. My partner, Katherine Throckmorton is also an licensed Landscape Architect and a Certified Profession in Sediment and Erosion Control, and is NOFA Certified. She was a member of the Wilton Conservation Commission for ten years and currently serves in the Town of Wilton Tree Committee.

A review of the enclosed information should indicate to the reviewing committee that ELS is highly qualified for this assignment based on our experience and expertise within the field of wetlands and watercourses and regulations of the same. I have enjoyed the opportunity to work these past eleven years for the City of Bridgeport and its Inland Wetlands and Watercourses Agency and would like the opportunity to continue to provide these services.

Sincerely,


Matthew J. Popp, Principal
birdgeport-iwwa-rfp 2010.wpd

Environmental Land Solutions, LLC

8 Knight Street, Suite 203
Norwalk, CT 06851

Request for Qualifications
RFQ# PEB 18106

Inland Wetlands Consultant
for the
Inland Wetlands and Watercourses Agency
City of Bridgeport

June 2010

The following information corresponds directly to the items listed under "Form and Content of Submission" portion of the RFQ.

1. Letter of Transmittal.

See attached cover letter.

2. Services to be Provided / Principal Staff to Complete Task.

A. Environmental Land Solutions, LLC (ELS) will continue to provide the professional consulting services necessary to support the Inland Wetlands and Watercourses Agency (IWWA) in its efforts to protect the City's wetlands and watercourses while allowing for the rights of a property owner to develop his or her land in an environmentally-responsible and balanced manner. ELS will provide, but is not necessarily limited to, the specific services listed below:

1. Standard Application Review.

a. Review of application forms to insure their proper filing.

- b. Review of site development plans.
- c. Visit application sites to inventory and evaluate the regulated areas on and adjacent to the site.
- d. Meet with applicants to review the scope of proposed projects as needed.
- e. Review the City of Bridgeport Engineering Department reports relating to the application,
- f. Prepare Application Summary reports which are submitted to the Agency members. Reports describe the existing conditions, functions of the wetlands and watercourses, proposed development, potential impacts to the regulated areas, potential measures to mitigate for impacts, and options available to the Agency including potential special conditions of permit approvals.
- g. Attend Agency meetings.
- h. Review revised site plans per permit conditions. Send a confirmation letter to an applicant.

2. Permit Compliance.

- a. Visit sites to insure permit compliance.
- b. Prepare field reports as needed to document project conditions (i.e.; status of erosion controls and mitigation measures).
- c. Report project status to Agency.
- d. Review of project at completion for release of any bonding.

3. Violation Review (As requested by IWWA Clerk).

- a. Inspect subject site to determine if violation has occurred.
- b. Send a Violation Notice to land owner (as requested).
- c. Review violation with land owner as needed.

4. Routine Administrative Tasks.

- a. Preparation of Decision Notices (i.e.; Permits).
- b. Send IWWA consultant's reports to applicants and their consultants.
- c. Project coordination with William Minor, IWWA Clerk.
- d. Review of Start and Finish Cards.

5. Miscellaneous Tasks.

- a. Revise IWWA Regulations to correspond to updated State Statutes as necessary.
- b. Review and revise Fee Schedule as necessary.

- c. Correspond with Department of Environmental Protection (DEP) staff as needed.
- d. Inform IWWA members of upcoming Department of Environmental Protection education seminars.
- e. Project coordination with the City Attorney and Engineer as needed.
- f. Review projects in adjacent municipalities which are within 500' of Bridgeport borders per IWWA state statutes.

B. ELS will continue to use the following principal personnel to successfully complete the above tasks:

1. Matthew Popp
Professional Wetland Scientist
Landscape Architect
2. Katherine Throckmorton
Certified Professional In Sediment and Erosion Control
Landscape Architect
NOFA Certified Organic Land Care Professional

3. Supporting Personnel.

No support services or additional personnel are anticipated to be needed to work on this project.

4. Organization Structure and Qualification of Firm.

ELS is a private consulting firm specializing in wetland analysis and impact assessments, CAM reports, landscape architecture, environmental site planning, habitat restoration, regulatory compliance, and mitigation design plans. ELS provides a full range of licensed landscape architectural and environmental land consulting services to commercial, corporate, industrial, institutional, municipal and residential clients. We are experienced team players working with architects, engineers, hydrogeologists, soil scientists and other professionals involved in land use development. ELS's staff has a distinguished history of efficiently securing project approvals from federal, state and local regulatory agencies. ELS prepares site plans, Environmental Impact Statements and Assessments, Coastal Area Management reports, inland and tidal wetland mitigation plans, environmental site monitoring, and local, state and federal inland and tidal wetland permitting.

See attached resumes for further information.

5. Description of the Methodology to Perform Tasks.

Over the past fifteen years, ELS has developed a methodology for performing consulting services for the Agency with regard to new applications. This process includes the review of the application materials for completeness, visiting the sites and evaluating the natural resources and conditions of the land, consulting with the applicants and his or her consultants with regard to the need for more detailed information, preparing timely agenda summaries for the Agency and presenting the information to the Agency at its meetings/hearings.

At the time the Agency is prepared to render a decision on an application, we provide the members with options for approval or denial with suggested conditions of approval and suggested findings of fact for approval or denial. This enables the Agency to make a decision with findings on the record which are consistent with the Connecticut General Statutes, Sections 22a-36 through 22a-44 thereby reducing the potential for costly and often lengthy appeals.

6. List of Municipality References.

During the past five years ELS has worked with the following municipalities regarding environmentally-related consulting services:

- a. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
- b. Town of Greenwich, Department of Public Works, Greenwich, CT
Preparation of Waterfront Park.
- c. Engineering Department, Town of Stratford, CT
Broadbridge Road - environmental monitoring services for consistency with wetland permit conditions.
- d. City of Stamford, CT
The design of the Cove Island Wildlife Sanctuary (ASLA Honor Award - 2009).
- e. Parks and Recreation, Town of Wilton, CT
Preparation of wetland application materials and site planning for local parks/play fields.

7. Geographic Location of Firm.

ELS is located at: Environmental Land Solutions, LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

Telephone No.: (203) 855-7879
Fax: (203) 855-7836
Email: landscape@snet.net
Web Site: www.elsllc.net
Tax ID Number: 06-1432004

8. Fee Structure.

ELS will bill the Client on an hourly basis with a professional discount of approximately 30% from our standard billing rates. The hourly rate to be billed to the City will be \$85.00. Invoices shall be sent monthly and include a breakdown of tasks completed for that period.

ELS will be reimbursed at the cost for all expenses incurred in connection with the project by the Client. As is our current practice, no mark up will be applied to reimbursable items. Invoices will be submitted on a monthly basis. Invoices for services performed on a Time Basis and for Reimbursable Expenses will be based upon actual time and/or expenses incurred. Payments are due within sixty (60) days from the receipt of invoice.

9. Services Rendered to Municipalities (within the past 5 years).

- a. City of Bridgeport, CT
Consultant to the Inland Wetlands and Watercourses Agency
William Minor Tel: (203) 576-7222
- b. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
Robert Nerney Tel: (203) 563-0185
- c. Engineering Department, Town of Greenwich, CT
South Water Street - design of waterfront park.
Joseph Loyd Tel: (203) 622-7767
- d. City of Stamford, CT
Design of Cove Island Wildlife Sanctuary.
Erin McKenna Tel: (203) 977-4715

Paul Ginotti, P.E.

Tel: (203) 977-4856

- e. Parks and Recreation, Town of Wilton, CT
Preparation of wetland application materials and site planning for play fields.
Steve Pierce Tel: (203) 834-6234
- f. Town of Darien, CT
Darien High School - Erosion control monitoring and mitigation planning
Joe Canas, P.E. - Tighe & Bond Tel: (203) 712-1100

10. Other Relevant Information.

ELS staff who will be working on this project volunteer locally with similar agencies. Mr. Popp was a sixteen-year member of the Greenwich Inland Wetlands and Watercourses Agency and a Board member of Audubon Greenwich. He is currently a Board member of the Calf Island Conservancy (Greenwich, CT). Ms. Throckmorton was a ten-year member of the Wilton Conservation Commission. Ms. Throckmorton previously worked for the Town of Wilton as a planner and is currently on the Wilton Tree Committee.

Certificates of Insurance are to be provided to the City of Bridgeport.

11. Other Consultants to be Utilized.

ELS will continue to provide the wetland consulting services as needed and as requested by the IWWA and the Office of the City Attorney when applicable. No outside consultants are expected to be used to complete this task.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

BILL FINCH

Mayor

COMM# 05-10 Referred to ECD&E Committee on 12/6/2010

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

To: Fleeta Hudson
From: Renu Gupta
Re: 2010 – 2012 Retired Senior Volunteer Program

The Central Grants and Community Development Department seeks authorization for Mayor Finch to enter into contract with the State Department of Social Services for Retired Senior Volunteer Program and to sign all related documents, contracts and resolutions.

The grant, in the amount of \$6,009 will provide volunteer placement of over 500 area seniors in Bridgeport's non profit agencies.

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

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2010 DEC - 1 P 12:47
ATTEST
CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: Retired Senior Volunteer Program

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants & Community Development
Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

A Volunteer Service Program in which individuals aged 55 and over ("volunteers") provide support and services for frail and elderly individuals who wish to remain safely and independently in their own homes.

CONTRACT DATES:

July 1, 2010 – June 30, 2012

PROGRAM GOALS AND OBJECTIVES

Provide volunteer placement for over 500 Bridgeport area senior citizens, ages 55 and older, from eastern Fairfield County including Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull in non profit agencies in the Bridgeport area.

IF APPLICABLE

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

FUNDS REQUESTED

Federal:
State:
City: \$28,313 (In-Kind)
Other:

Salaries/Benefits: \$2,400
Telephone: \$600
Staff Training: \$1,000
Supplies: \$2,009
Subcontracts: Yes No X

WHEREAS, the State Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for a Social Service Block Grant and,

WHEREAS, funds under this grant will be used to provide volunteer placement for area seniors to assist Bridgeport seniors

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants and Community Development Department, submit an application to the State Department of Social Services in an amount not to exceed \$6,009 for the purpose of providing volunteer placement for area seniors to assist Bridgeport's seniors

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide volunteer placement for area seniors to assist Bridgeport's seniors

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for a Social Service Block Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. 07-10 Referred to Public Safety & Transportation Committee (12/06/2010)

December 1, 2010

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - DOJ 2010 Edward Byrne Memorial JAG Grant

ATTEST
CITY CLERK

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2010 DEC - 1 P 4:51

Attached, please find a resolution and grant summary for referral to the Transportation and Public Safety Subcommittee of the City Council.

Grant: City of Bridgeport application to the U.S. DOJ – 2010 Edward Byrne Memorial JAG Grant Program

The City of Bridgeport Police Department requests funding in the amount of \$304,215 for the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of a modular shoot house and line of fire shooting range. Currently, the Bridgeport Police Department does not have its own set up and officers travel to Monroe, CT for target training. The Monroe location will also soon be defunct as the property is being sold for private development. Target training can no longer occur there because of the environmental implications.



GRANT SUMMARY

PROJECT TITLE: _____ DOJ 2010 Edward Byrne Memorial JAG Grant Program

RENEWAL _____ NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: _____ 203-332-5665 _____

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport Police Department requests funding in the amount of \$304,215 for the Edward Byrne Memorial Justice Assistance Grant Program for the purchase of a modular shoot house and line of fire shooting range. Currently, the Bridgeport Police Department does not have its own set up and officers travel to Monroe, CT for target training. The Monroe location will also soon be defunct as the property is being sold for private development. Target training can no longer occur there because of the environmental implications.

Project Period: 3 year grant project period.

PROJECT GOALS AND PROCEDURES: The BPD currently has 405 officers that have to train twice per year in order to remain within the required standard. That is 25 officers, 16 hours per month, twice per month. The equipment requested will allow Bridgeport police officers to meet the required training hours within the City they are patrolling so as not to reduce manpower during regular shifts. It will also ensure that the P.D has a place to complete their training hours as the current facility will no longer be available for use.

IF APPLICABLE

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

Federal: \$304,215

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

WHEREAS, U.S. Department of Justice is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the U.S. DOJ Edward Byrne Memorial Grant Program and,

WHEREAS, financial assistance under this grant will be used to purchase of a modular shoot house and line of fire shooting range for the Bridgeport Police Department and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Department of Justice in an amount not to exceed \$304,215 for the purpose of providing the Police Department with a training facility and related equipment for target shooting; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the U.S. Department of Justice to provide financial assistance and help the Police Department conduct necessary training exercises for its officers.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Department of Justice for the Edward Byrne memorial grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

DURANT, NICHOLS, HOUSTON,
HODGSON & CORTESE-COSTA, P.C.

ATTORNEYS AT LAW

1057 Broad Street
Bridgeport, Connecticut 06604-4219
Tel. (203) 366-3438 Fax (203) 384-0317
www.durantnic.com

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Natale V. Di Natale **
Lisa Grasso Egan
Stephen M. Sedor **

Michel Bayonne
Peter Dagostine
† Rachel V. Kushel
Jarad M. Lucan
Jeffrey P. Mogan
† Sarah R. Skubas

Of Counsel PET#06-10 Referred to Contracts Committee on 12/6/2010
George N. Nichols

Paralegals
Megan L. Krom
Kimberly A. Marini

December 1, 2010

Also Admitted in Virginia*
Also Admitted in New York**
Also Admitted in Pennsylvania & New Jersey†
Also Admitted in Massachusetts‡

Via Hand Delivery

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

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2010 DEC - 1 P 4: 21
ATTEST
CITY CLERK

Re: Bridgeport Board of Education and Bridgeport Council of Administrators
and Supervisors

Dear Ms. Hudson:

Enclosed please find an original and twenty (20) copies of the signed Collective Bargaining Agreement between the Bridgeport Board of Education and Bridgeport Council of Administrators and Supervisors for the period of September 1, 2011 through August 31, 2014. Pursuant to Connecticut General Statutes Sec. 10-153d(b), the terms of the Agreement shall be binding unless the legislative body rejects it at a regular or special meeting called and convened for such purpose within thirty (30) days of this filing.

I appreciate your attention to this matter.

Sincerely,



Lisa Grasso Egan

Enclosures

Ms. Fleeta C. Hudson

December 1, 2010

Page 2

cc: Thomas C. McCarthy, Esq., Council President
John J. Ramos Sr., Ed. D., Superintendent of Schools
Robert Henry, Associate Superintendent for Schools of Choice,
Innovation and Transformation
Donald F. Houston, Esq.

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AGREEMENT
BETWEEN
BRIDGEPORT BOARD OF EDUCATION
AND
BRIDGEPORT COUNCIL OF
ADMINISTRATORS AND SUPERVISORS
AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS
LOCAL 46, AFL-CIO
2011-2014

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AGREEMENT

THIS AGREEMENT by and between the Bridgeport Board of Education (hereinafter referred to as the "Board") and the Bridgeport Council of Administrators and Supervisors (hereinafter referred to as the "Council"); pursuant to binding arbitration.

ARTICLE I

RECOGNITION

The Bridgeport Board of Education hereby recognizes the Bridgeport Council of Administrators and Supervisors as the exclusive agent as defined in Connecticut General Statutes Sections 10-153a through 10-153g as amended by Public Act 76-403 for all certified professional employees employed by the Bridgeport Board of Education in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, and department chairman, but excluding the Superintendent of Schools, the Associate Superintendent of Schools, all Assistant Superintendent of Schools, the Director of Human Resources, any certified professional employees who act for the Bridgeport Board of Education in negotiations with certified professional personnel or are directly responsible to the Bridgeport Board of Education for personnel relations or budget preparations, temporary substitutes or all non-certified employees of the Bridgeport Board of Education.

ARTICLE II

DEFINITION

- A. In the construction of the following sections of this contract, words and phrases shall be construed according to commonly approved usage of the language. Technical words and phrases as have acquired a peculiar and appropriate meaning in education shall be construed accordingly:
- B. As used in the contract, the following terms shall have the meanings as set below:
1. Board shall mean the Board of Education of the City of Bridgeport;
 2. Council shall mean the Bridgeport Council of Administrators and Supervisors;
 3. Superintendent shall mean the Superintendent of Schools for the City of Bridgeport or his/her designee;
 4. Members of the Unit shall mean all professional personnel covered in Article II of this contract;
 5. Positions requiring an intermediate administrator or supervisor's certificate or the equivalent thereof are those set forth in Section 10-145a-92 of the Regulations of the State Board of Education, as they may be amended.

ARTICLE III

BOARD RIGHTS

It is recognized that the Board has and will continue to have, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Bridgeport in all its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Bridgeport, to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer Administrators; to suspend or dismiss the Administrators of the schools in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the Common Council and, in its sole discretion, expend money appropriated by the City for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

ARTICLE IV

AGENCY SHOP REQUIREMENT

Section 1.

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Council and execute an authorization permitting the deduction of union dues and assessments.

Section 2.

Any member of the bargaining unit who has not joined the Council during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Council shall be required to notify the School Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Council.

Section 3.

In the event that a member of the bargaining unit does not join the Council or pay the required service fee by the thirtieth (30th) day as required, the Board agrees to deduct the annual service fee from the member's salary through payroll deduction. The amount of said service fee, computed as aforesaid, shall be certified by the Council to the Board not later than thirty (30) days prior to the commencement of the school year.

Section 4.

As a condition to the effectiveness of this Article, the Council agrees to Indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

Section 5.

The Board shall deduct the service fee from the salary of non-members of the Council bi-weekly and remit the same to the Council treasurer.

ARTICLE V

WORK YEAR

A. Except for specified days set forth below, Administrators are required to be on the job for days that the main office is open, including snow days notwithstanding that the individual schools may be closed. All workdays are full days, including workdays during the Summer. Days on which schools are closed due to religious holidays are workdays, unless the Administrator celebrates the religious holiday. Building Administrators are responsible for all programs in their buildings, including Summer programs and after school programs.

B. Groups I, II, III will be on a twelve (12) month year. Vacation time will consist of the Christmas recess and April vacation weeks, and fifteen (15) working days which, unless otherwise directed by the Superintendent, must be taken within the period following the last day of school in June through the next to the last Friday before the start of school. Vacation schedules must be reported, in writing, by each Administrator to the Superintendent and approved by the Superintendent before the close of school. In the event the February vacation is reinstated in the future, the Administrators shall have the option of substituting the February vacation week for the above-referenced April vacation week.

C. Group IV will be on the regular teachers schedule with the addition that they be in their schools or, in the case of Administrators not assigned to specific schools, on the job, for a total of 201 days, any of which days in excess of the regular teachers schedule, unless otherwise directed by the Superintendent, can be broken up to include time after school closes or before the opening of the new school year. Such days must be approved in advance by the Superintendent.

D. An Administrator may carry over up to five (5) unused vacation days per year with the approval of the Superintendent, which approval shall not unreasonably be withheld. Said carry over vacation days may accumulate to ten (10) such accumulated days. Said accumulated days to a maximum of ten (10) shall be paid out at the Administrators per diem rate at the time of retirement, provided however, that said days shall only be paid out in the event the Administrator retires and commences the immediate collection of a STRB retirement.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

Section 2. Definitions

- A. A "grievance" shall mean a complaint by an Administrator that he has been treated unfairly or inequitably because of a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy or practice.
- B. "Administrator" shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, shall mean days when schools are in session.

Section 3. Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written mutual agreement of the parties in interest.
- B. If an Administrator does not file a grievance with the Assistant Superintendent, in writing, within twenty (20) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

- C. Failure by the Administrator at any step to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- D. Failure by the Assistant Superintendent or the Superintendent, or the Board to respond to the grievant within the specified time limit shall permit the grievance to be moved to the next step.

Section 4. Informal Discussion

- A. If an Administrator feels that he may have a grievance, he may discuss the matter with his immediate supervisor or other appropriate Administrator in an effort to resolve the problem informally. The grievant may have one representative of the Council to assist in the informal discussion.

Section 5. Formal Procedure

Step 1.

If the aggrieved Administrator is not satisfied with the informal discussion concerning his grievance, he may file a grievance in writing, with the Assistant Superintendent of Schools, with a copy to the Council. Such filing with the Superintendent must take place within the twenty (20) day period as set forth in Section 3B above.

The Assistant Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved Administrator and with one representative of the Council for the purpose of resolving the grievance.

Within ten (10) days after the meeting, the Assistant Superintendent shall render a decision and provide the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Step 2.

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step I, he may, within five (5) days after receipt of the Assistant Superintendent's decision, refer the grievance to the Superintendent. The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved Administrator and one representative of the Council for the purpose of resolving the grievance. Within ten (10) days after the meeting, the Superintendent shall render a decision and provide the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Step 3.

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Step 2, he may, within five (5) days after the receipt of the Superintendent's decision, file a written appeal with the Board of Education.

The Board of Education shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved Administrator and with one representative of the Council and the Superintendent for the purpose of resolving the grievance. A full and accurate record of such meeting shall be kept, with copies to the involved parties.

The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore, in writing, to the aggrieved Administrator, with a copy to the Council.

Section 6. Arbitration

- A. If the aggrieved Administrator is not satisfied with the disposition of the grievance at Step 3, he may, within five (5) days after the receipt of the Board's decision, request the President of the Council, in writing, to submit the grievance to arbitration.
- B. The Council may, within five (5) days after receipt of such request, decide to submit the grievance to arbitration. Written notice is to be sent to the Board.
- C. The Chairman of the Board and the President of the Council shall, within five (5) days after such written notice, jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.
- D. The arbitrator so selected shall confer promptly with representatives of the Board and the Council and shall hold such further hearings with the aggrieved Administrator and other parties in interest as he shall deem requisite.
- E. The arbitrator shall render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and shall be without power or authority to add to, subtract from, modify or delete any term or provision of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Council and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the function of the Board or the proper exercise of the judgment and discretion of the Board under law and under this Agreement.

- F. The cost of the services of the arbitrator shall be borne equally by the Board and the Council. Other costs incurred by either party shall be paid for by that party.

Section 7. Right of Council to File Grievance

The Council shall have the right to file a grievance alleging a breach of this Agreement which affects a group or class of Administrators as a whole and shall process said grievance beginning with Step 2 of the Grievance Procedure.

Section 8. Representation

- A. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- B. Nothing herein shall be construed as compelling the Council to submit a grievance to arbitration.
- C. When an Administrator is not represented by the Council, the Council shall have the right to be present and to state its views at all stages of the procedure.
- D. If they so desire, the Board and/or the Council may, at any stage of the procedure, call upon the professional services of any person whose assistance is deemed necessary. The cost of such services shall be borne by the party requesting them.

Section 9. Miscellaneous.

- A. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- B. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Council, and shall be made available to the Council so as to facilitate operation of the grievance procedure.
- C. The written grievance should state the specific Article(s) of this Agreement or the established policy or practice claimed to have been violated, a brief set of facts, and the relief requested.
- D. No Administrator will be disciplined, reprimanded, suspended, dismissed, deprived of his professional advancement or given an adverse evaluation of his professional service without just cause.
- E. Reference herein to "established policy or practice" shall not limit or restrict any rights the Board lawfully retains to create, amend, add to, modify or delete any such policy or practice.

ARTICLE VII

PROMOTIONS

A. Promotional positions as used in this Article mean any position in a higher salary group than the Administrator's current salary group.

B. As soon as an administrative vacancy occurs or is known will occur, and which the Board intends to fill, such vacancy shall be immediately and adequately publicized in every school for at least fifteen (15) days prior to the filling of that vacancy. Said notice of vacancy shall clearly set forth the qualifications and the salary for that position.

C. Administrators who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limits specified in the notices. Preference may be given to qualified Administrators currently employed by the Board, in the discretion of the Board.

D. Whenever a given position has certain state certification requirements, all future appointees thereto shall be certified accordingly.

E. All appointees to the aforesaid vacancies and openings shall be made without regard to age, race, creed, religion, nationality, sex, marital status, color or physical handicap.

F. All appointees to promotional positions as set forth in this Article 7 shall serve a twelve calendar month probationary period commencing on the date the appointee begins to serve in the promotional position. At the end of said twelve month period, if the Board is not satisfied with the individual's performance, attendance or service in said position in any regard, said individual may be returned to his or her former position, without recourse to the grievance procedure. Appointees from outside the bargaining unit to any bargaining unit position shall serve a probationary period of two years. At the end of, or at anytime during said probationary period, if the Board is not satisfied with the individual's performance, attendance or service in said position in any regard, said individual may be reassigned to a position teacher's bargaining unit, without recourse to the grievance procedure.

The language set forth in this Section F is not intended to preclude the Board's rights under Connecticut General Statute §10-151.

ARTICLE VIII

ASSIGNMENTS AND TRANSERS

Section 1. Assignments and Transfers

A. When involuntary transfers are necessary, the Administrator(s) involved in the move(s) will be given the reasons in writing and will have an opportunity to meet

with the Superintendent or a designated Associate or Assistant Superintendent to discuss the matter.

Upon request from an involved Administrator who objects to the transfer, a Council representative may participate in this meeting or a meeting called subsequently concerning this same transfer.

- B. Notice of transfers shall be given to Administrators as soon as possible and, under normal circumstances, no later than August 15th for the next school year.
- C. When the Board makes an involuntary transfer of an Administrator to a Group which pays at a level lower than the Administrator is currently receiving, such Administrator's salary shall be reduced not more than One Thousand Dollars (\$1,000.00) per year until the appropriate level on the salary schedule is reached.
- D. No Administrator with more that 25 years of experience shall have his or her salary reduced because of the decrease of the number of pupils in the building, or involuntary transfer.
- E. An Administrator who requests a transfer may file his application with the Assistant Superintendent or Superintendent with a copy to the Personnel Office on or before March 1st for the next school year. In deciding upon an application for such transfer, the Assistant Superintendent will consider the applicant's qualifications, length of service in the system, the wishes of the applicant and the needs of the school system.
- F. Notwithstanding any provision of this contract to the contrary it is understood and agreed that transfers are the sole prerogative of the Board and shall not be arbitrable.

Section 2. Reduction in Force

- A. It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this binding procedure is adopted to provide a fair and orderly process should such eliminations become necessary.
- B. If in the Board's opinion it is necessary to reduce the administrative staff, the primary considerations in determining the order of such reductions shall be qualifications, certification and seniority.
- C. It is further agreed and understood that the Board's responsibility requires that in implementing the criteria in Section B above, the impact upon its affirmative

action obligations and its responsibilities in Section A above, must also be considered.

- D. For purposes of this Article, seniority shall be defined as the most recent period of uninterrupted administrative service (employment) within the Bridgeport School System. If years of Bridgeport service as an Administrator are equal, the following criteria will be used to determine greatest seniority:
- (i) The Administrator with the earlier date of appointment by the Board of Education will have greater seniority;
 - (ii) If the appointment dates are the same, the Administrator with the most amount of Bridgeport service, including non-administrative service, will have greater seniority;
 - (iii) If the Administrators have the same amount of Bridgeport service including non-administrative service, the teaching plus administrative service outside of Bridgeport will have greater seniority;
 - (iv) If the Administrators have the same amount of teaching plus administrative service outside of Bridgeport, then seniority will not be used as a consideration in the order of layoff as to those Administrators.
- E. In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
- (i) Any Administrator relieved of his duties because of reduction of staff or elimination of position shall be offered an administrative opening (if one exists) in his job title within his salary group for which he is certified and qualified;
 - (ii) If there is no existing administrative opening in his job title within his salary group for which he is qualified and certified, the displaced Administrator shall be offered the position of an Administrator who has the least seniority in his job title within his salary group for which he is certified and qualified;
 - (iii) If there is no existing administrative opening in his job title within his salary group for which he is qualified and certified, and the displaced Administrator has the least seniority in his job title within his salary group, he will be offered an administrative opening, if one exists, as follows: first, in his current salary group for which he is certified and qualified; and second, in any other lower grouped job title for which he is certified and qualified;

- (iv) If there are no existing administrative openings in any lower groups for which he is certified and qualified and the displaced Administrator has the least seniority in his present job title within his salary group, but has administrative seniority over an Administrator in another job title within his or a lower salary group for which the displaced Administrator is certified and qualified, the displaced Administrator will be offered such position (first, the position within his current salary group); provided, however, such appointment does not constitute a promotion; if an Administrator is relieved of his duties because of a reduction in staff or elimination of position and another Administrator position is not otherwise available as aforesaid, he will be offered a teaching position for which he is certified and qualified and which is held by a teacher with fewer years of service in the Bridgeport School System;
- (vi) If an Administrator is relieved of his duties because of reduction in staff or an elimination of position and is employed as a teacher, he will be given the experience credit on the salary schedule according to the teacher contract for his administrative and teacher experience within the Bridgeport School System and shall retain all accumulated sick leave;
- (vii) In the event an Administrator is displaced to an administrative classification with a salary lower than that which the displaced Administrator previously enjoyed, such Administrator's salary shall not be reduced more than One Thousand Dollars (\$1,000) per year until the appropriate level on such new salary schedule is reached;
- (viii) A displaced Administrator who receives a position in another Administrator salary group shall be paid on the same salary step for such new position's salary group at his previous administrative position's step;
- (ix) In the event an Administrator is displaced to a teaching position, then, upon the happening of such event, the displaced Administrator shall be paid a Separation Allowance. The Separation Allowance will be paid in ten (10) equal installments each year commencing on September first of the first school year of displacement and computed annually as the difference between (a) the salary the displaced Administrator received as an Administrator in his last full school year as an Administrator minus One Thousand Dollars (\$1,000) for each year, or part thereof, of displacement from his administrative employment, and (b) the actual annual salary of the Administrator during that current school year. The payment of this Separation Allowance is to continue until the displaced Administrator dies, resigns, retires, is terminated, is transferred, appointed or re-appointed to his former administrative position or other administrative position covered by this Agreement, or until the difference between (a) and (b), above, equals zero, whichever occurs first. Any Administrator who has been displaced as aforesaid shall be placed on a

reappointment list for his former administrative position, or another similar position of comparable pay and shall remain thereon until reappointed or for three years from the effective date of termination, whichever occurs first, provided such Administrator does not refuse a reappointment. Administrators shall be recalled to positions for which they are certified and qualified and in which they have previous acceptable experience, according to their administrative seniority in the Bridgeport Public School System. If reappointment is offered consistent with the above and is refused by the Administrator, he shall thereupon be removed from the reappointment list;

- (xi) The term "qualified" as used herein means recognized and satisfactory experience in the general area into which the Administrator seeks to bump or to be recalled.

F. In order to be eligible for recall, an Administrator must:

- (i) Submit his request to be placed on the recall list, in writing, to the Superintendent within thirty (30) days of termination or displacement; such request must include the Administrator's address;
- (ii) Advise the Board, in writing, within ten (10) days of any change in address;
- (iii) Advise the Superintendent, in writing, of acceptance of recall within two weeks after notification of recall; or be removed from the recall list;
- (iv) All notices provided for in this section must be in writing and transmitted by certified mail;
- (v) The Board's obligation will be limited to sending notice of recall to the Administrator's last address in the Board's files.

G. The job titles and groups referred to in this Article are as follows:

- I Director of Pupil Services
Director of Vocational Aquaculture School
Elementary Principals 900+ students
Executive Director Elementary Education
Executive Director Teaching & Learning
High School Principals
- II Director of Adult Education
Director of Athletics and Physical Education
Director of Central Magnet High School
Director of District Planning and Placement
Director of Psychological Services

Director of Social Work Services
Elementary Principals 899 students to 421 students
Elementary Principals K-8 regardless of size

- III Assistant Director of Adult Education
Assistant Director of State Grants
Assistant Principals 12 mos.
Coordinator of Priority District Grants
Director of Bilingual Education
Director of Early Childhood Programs
Director of Educational Technology
Director of English
Director of Evaluation and Research
Director of Mathematics
Director of Performing Arts
Director of Reading and Language Arts
Director of Science
Director of Social Studies
Director of Speech, Language and Hearing
Director of Visual Arts
Elementary Principals 420 students and below
Supervisor of Pupil Services
Supervisor of Skane Center
Supervisor of Special Education
- IV Assistant Director of Bilingual Education
Assistant Director of Mathematics
Assistant Director of Science
Assistant Principals 10 mos.
Compact Site Coordinator
Grant Coordinator for Bridgeport Public Schools' SES Program
"Bridgeport Academy of Learning"
Supervisor of Alternative Education

Salary group placement, where based on student population size, shall be determined on the basis of student population size on October 15. Any student population size changed after October 15 will not change the Administrators salary group.

ARTICLE IX

PROTECTION OF ADMINISTRATORS

Section 1.

Members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded, through the Superintendent to the Board of Education. Any Administrator involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but shall promptly delegate the responsibility therefore to another Administrator. In the event the second Administrator fails to report the incident in a timely manner, the first "involved" Administrator shall be held fully accountable for the failure to report.

Section 2.

This report shall be forwarded to the Board which shall comply with any reasonable request from the member of the unit for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the member of the unit, the police, and the courts.

Section 3.

The Board agrees to provide legal counsel to defend any member of the unit in any civil action arising out of an assault on a member of the unit or any reasonable disciplinary action taken against a student by a member of the unit, and in any civil action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, providing such member of the unit, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.

Section 4.

If criminal proceedings are brought against a member of the unit alleging that he committed an assault in connection with his employment, such member of the unit may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the member of the unit prevails (including nolle or dismissal) in the proceedings, then the Board shall reimburse the member of the unit for reasonable counsel fees incurred by the member of the unit in his defense.

Section 5.

Whenever a member of the unit is absent from school as a result of personal injury caused by an assault arising out of and in the course of his employment, he shall be paid his full

salary for the period of such absence without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the member of the unit examined by a physician designated by the Board for the purpose of establishing the length of time during which the member of the unit is temporarily disabled from performing his duties; and, in the event that there is no adjudication in the appropriate Worker's Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.

Section 6.

While the Board recognizes that it is obligated to investigate any and all complaints from parents and/or taxpayers, whether serious or frivolous, in regard to the professional conduct of Administrators, the Board also recognizes its obligation to do all in its power to protect the Administrator from undue harassment, embarrassment or public exposure.

When the Superintendent receives a complaint regarding the professional conduct of a member of the unit, the Superintendent shall urge the individual making the complaint to consult with the member in question. Should either the member or the maker of the complaint request, the Superintendent and/or Council representative may be present when the complaint is discussed.

Should the person making the complaint not be satisfied by his conference with the member of the unit, or should he elect not to have such a conference, he may submit a written and signed complaint to the Superintendent. Such complaint must be submitted within two weeks of the complainant's conference with the member (if applicable), or within two weeks of the time the complainant elects not to have such conference. Within at the most three days of receipt of the complaint, and preferably sooner, the Superintendent shall inform the member of the new complaint and attempt to investigate and resolve the complaint. After a reasonable period of time, not to exceed six weeks, the Superintendent shall notify the person making the complaint and the member in writing of his resolution of the complaint. Such resolution will be subject to the Grievance Procedure commencing at Step Two.

ARTICLE X

BENEFIT PROGRAMS

Section 1 – Group health insurance for active Administrators – for 2011-2012 the Board shall pay 81% of the cost of the Open Access Plan (“OAP”) and the Health Savings Account plan (“HSA”), dental and prescription drug insurance provided to active eligible Administrators; for 2012-2013 the Board shall pay 80% of the cost of the OAP and 81% of the HSA; and for 2013-2014 the Board shall pay 79% of the cost of the OAP and 81% of the HSA. In each of the above referenced years, the Administrator shall pay 19%, 20% and 21% of the OAP respectively and 19%, 19% and 19% of the HSA.

- A. (1) An OAP health insurance plan as provided to the Administrators during the 2010-2011 school year modified with the following co-pays: Home and Office \$30, Specialist \$35, In-Patient Hospital \$500, Outpatient Hospital \$150, Urgent Care \$75 and Emergency Room \$150. Out of network deductible is \$2000/\$4000 (individual/family), co-insurance is 70%/30% with an out of pocket maximum of \$4000/\$8000 (individual/family). The deductible counts toward the out of pocket maximum.

Or as a voluntary option to the Administrator:

(2) A Health Savings Account plan with a combined in-network and out-of-network deductibles of \$2000 for the individual plan and \$4000 for the family plan. The Board shall over the course of the year contribute 50% of the deductible. In network services are paid at 100% after the deductible is met and out-of-network services shall be subject to co-insurance of 70% / 30% to the combined in and out-of-network out of pocket maximum of \$4000/\$8000 (individual/family). Prescription drugs are covered as any other service under the HSA below the deductible level. After the deductible is met, prescription drugs are covered with no additional co-payment. Notwithstanding the above referenced specific terms of the HSA, the Board can offer any terms, including a different Premium Cost Share percentage that are more advantageous to bargaining unit members.

- B. Prescription Drug Coverage shall provide for coverage under a prescription card program with an unlimited maximum per covered person per year subject to co-pays of \$10 generic, \$30 preferred name brand and \$45 non-preferred name brand. The plan shall be subject to a one time mail order co-pay. Prescriptions shall be limited to a 30 day supply at retail. For refills beyond the third retail, mail order must be utilized or the co-payments and employee payment provided above shall double at retail. The prescription drug coverage set forth in this Section B is not available if the employee elects the HSA plan set forth in Section A.2.
- C. A Cigna or Connecticut General dental plan for Administrators and their dependents.
- D. Life Insurance and Accidental Death and Dismemberment Benefits in the amount equal to twice the Administrator's salary at the time of death. (Unit member only - no spouse or dependents.)

The Board will comply with Federal Law obligations concerning active employees' eligibility to continue with the above referenced Board provided insurance as set forth herein, regardless of age or eligibility for Medicare.

Section 2. Group Health Insurance (Retired Administrators)

- A. Upon retirement with at least ten (10) years continued certified service to the Bridgeport Public Schools, the retired Administrator may select to continue the health plan for them and their spouse under Section 1 above, as said coverage may be amended from time to time by paying 30% of the Board's varying cost for said coverage, and provided that continuation is permitted by State and Federal Law. Any Administrator who becomes a member of the BCAS bargaining Unit on or after September 1, 2008 who elects to continue coverage under this Section 2A upon retirement, may do so by bearing 50% of the Board's varying cost for such coverage (as same may be amended from time to time) and provided that continuation is permitted by State and Federal Law.
- B. When such retired Administrator reaches age 65, and only if the retired administrator qualifies to participate in the Medicare TRB plan, the Board benefits set forth in Section A, above, shall cease and the retiree coverage shall be pursuant to the Medicare TRB plan set forth in Connecticut General Statute Section 10-183t for as long as the Medicare TRB plan (as the same may be amended from time to time) is offered to such qualifying retirees. In the event the TRB payment percentage as set forth in Connecticut General Statute Section 10-183t is less than two-thirds (2/3) of the premium cost, or in the event there is no longer a Medicare TRB plan offered to retirees, then the Board will pay the difference between the amount the TRB pays, if any, and what the TRB would have paid had the TRB percentage remained at two-thirds (2/3), but in no event shall the Board be liable for retiree health insurance costs for any plan in an amount exceeding seventy percent (70%) of the yearly single or yearly retiree and spouse paid by the Board for active employees. For retirees who become members of the BCAS bargaining unit on or after September 1, 2008, the Board shall have no such obligation to pay the difference should the State payout percentage be less than the above referenced two-thirds (2/3) of the premium costs.

Section 3. Provided said continuation is permitted by the insurance carrier, survivors of a deceased Administrator may continue the coverage referred to in Section 1 above, by bearing one hundred percent (100%) of the Board's varying cost for such coverage.

Section 4. Upon the retirement of an Administrator who qualifies for a retirement allowance from the State Teachers' Retirement Board and who retires on or after September 1, 1994, the Board shall provide and pay for a life insurance and accidental death and dismemberment benefit in the amount of \$10,000.

Section 5. The Board of Education reserves the right to change insurance carriers at any time or to self-insure in whole or in part at any time so long as it gives prior notice to BCAS and so long as the insurance coverage under the substitute policy or plan is substantially equivalent to or better than the coverage under the policy or plan then in effect. The Board shall provide the

BCAS with all relevant information involving any change. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator must render a decision within thirty (30) days, if possible.

Section 6. Administrator Injured While Working

- A. An Administrator who is injured while working and who qualifies for Workers Compensation shall be covered by such Worker's Compensation and all the benefits that accrue to such an award except as provided hereinafter.
- B. For six months following the date of injury that the Administrator is away from his work and is so covered by the Worker's Compensation, the Board of Education will pay the Administrator the difference between Worker's Compensation weekly award and his weekly pay. This payment shall be deducted from the accumulated sick leave.
- C. All injuries must be reported to the immediate superior immediately. Medical attention must be by a physician recognized by the Worker's Compensation Office, where reasonable.

Section 7. Section 125 Plan

The Board of Education shall maintain Internal Revenue Code Section 125 pre-tax Medical expense and Child care accounts. The accounts also known as a Medical Reimbursement Account Plan ("RA Plan") and Dependent Child Care Reimbursement Account will have a minimum of \$100.00 to a maximum of \$5,000.00 per Plan Year for Health Reimbursement (including but not limited to uncovered medical or dental expenses). For dependent care, the plan will allow for a contribution of a minimum of \$500.00 to a maximum of \$5,000.00 per Plan Year. Such elections shall be optional for the employee. If there are costs for setup and administration and the Board elects not to assume same, the BCAS may elect the vendors and administrators at its own expense.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave

- A. Sick leave is to be used only for the purpose of compensating an Administrator who is unable to attend to his/her regular duties because of a bona fide illness or injury.

- B. Each Administrator in the Bridgeport School System shall be entitled to sick leave with full pay of 15 school days in each school year. In addition thereto, each Administrator may earn additional sick leave credit in each school year in the following manner:

The Administrator shall earn two days of additional sick leave if he/she achieves perfect attendance in either the first half or the second half of his/her work year; and the Administrator shall earn a total of five (5) days if he/she has perfect attendance for the entire work year. The only exception to the perfect attendance requirement is approved absence (s) for professional development. Personal days and sick days shall count as absences in determining whether the Administrator had perfect attendance.

- C. All unused sick leave shall be accumulated from year to year without limitation, so long as the Administrator remains continuously in the employ of the Board. Administrators who have accumulated sick leave credit shall be entitled to retain that credit and to add to it as hereinbefore set forth.
- D. Once each year after the commencement of the school year, but not later than November 15, each Administrator shall receive a statement of his or her sick leave credit.
- E. In the case of prolonged illness beyond five consecutive days an Administrator may be asked to furnish a certificate stating the nature of the illness.
- F. Upon retirement or death, after a minimum of fifteen (15) years in the Bridgeport School System, an Administrator or his estate shall be entitled to a retirement award equal to an amount calculated by dividing the total accumulated sick leave days remaining by five (5) and then multiplying the resulting quotient (up to a maximum quotient of 100) by the Administrator's daily rate of pay during the last year of work. No payment will be made for partial days. The daily rate for all retiring Administrators will be calculated by dividing the yearly salary by two hundred (200).

Section 2. Death in the Family

- A. In case of death in immediate family, the member of the unit shall be allowed full pay for three days' absence. (Immediate family shall be construed to mean: Father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law.)
- B. In case of death of a near relative, members of the unit shall be allowed one day's absence without deduction. (Near relative shall be construed to mean: Aunt, uncle, niece, nephew, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, first cousin.)

- C. The above days are not to be deducted from the member of the unit's accumulated sick leave. If circumstances require additional time beyond that prescribed in the above, further extension will be at the discretion of the Superintendent.

Section 3. Illness In Family

In case of sickness in the immediate family residing in the same household, Administrators may be allowed up to three (3) days' absence per year without loss of pay with the approval of the Superintendent. These are to be deducted first from the current year's sick leave and then from the Administrator's accumulated sick leave, if any.

Section 4. Personal Days

- A. Each Administrator is allowed one personal day for necessary reasons. It is understood and agreed, however, that any Administrator taking this personal day will give forty-eight (48) hours advance notice to his immediate superior except in the case of an emergency, and it is further understood and agreed that this day shall not be used with another Administrator or Administrators for the purpose of concerted refusal to render services to the Board.
- B. Administrators may be allowed an additional three (3) days of absence per year for emergency and other necessary reasons with the prior approval of the Superintendent.
- C. These days shall not be granted prior to or immediately following holidays or vacations, or to extend the provisions of the sick leave article, unless requested in writing and approved by the Superintendent for good cause.

Section 5. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates the policy of sabbatical leave for Administrators for approved scholarly programs which, in the opinion of the Board of Education, will enhance the Administrators' value and contribution upon return to the Bridgeport School System. Sabbaticals will be granted, subject to Board discretion, under the following conditions:

- A. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent no later than December 31st of the year preceding the school year in which the sabbatical leave was requested.
- B. Sabbaticals, if granted, will be for the duration of one school year or part thereof, as approved in advance by the Board.

- C. An Administrator applying for sabbatical must have completed at least seven (7) consecutive full school years of service in the Bridgeport School System as an Administrator.
- D. Administrators on sabbatical leave will be paid up to three-quarters of their annual salary rate. In the event the Administrator receives a stipend or other remuneration from other sources for the period of his sabbatical, the salary rate paid by the Board will be adjusted downward from three-quarters so that the stipend or other remuneration and the salary rate paid by the Board does not exceed the Administrator's full annual salary rate.
- E. An Administrator granted a sabbatical shall agree, in writing, to return to administrative employment in the Bridgeport School System for two years in the event of a full year's sabbatical leave and further sign a note or other form acceptable to the Board agreeing to repay the Board the amount of compensation it extended the Administrator if the Administrator does not continue in employment for two years following the end of the sabbatical. Upon the Administrator's return to the Bridgeport School System, the Administrator shall be placed in the same or comparable administrative position in status and pay and on the appropriate step in the salary schedule as though such Administrator had not been on leave.
- F. All rights, benefits and privileges of the Administrator on sabbatical leave shall continue in full force and effect during the leave.
- G. Sabbaticals may be granted only with the approval of the Board of Education. Board approval may be denied on the basis of fiscal or other relevant reasons and considerations. Denial of a sabbatical by the Board shall not be subject to the grievance or arbitration procedure.

Section 6. Professional Leave

- A. The Board agrees that so long as no school or program would suffer from lack of proper supervision each unit member shall be encouraged to attend educational conferences and/or conventions with the prior written approval of the Superintendent.
- B. The Superintendent may authorize reimbursement in whole or part for expenses incurred by the Administrator as a result of attendance at the approved educational conference or convention. Denial or granting of such reimbursement shall not be grievable.

Section 7. Pregnancy Disability Leave

- A. Any member of the bargaining unit who becomes disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally

assigned duties, shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of disability, the limitations which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of that disability.

- B. Any bargaining unit members so disabled shall be granted paid sick leave to the extent accrued, after which time the employee shall be placed on unpaid sick leave, provided that either such leave shall be granted only for the duration of such pregnancy or pregnancy related disability.
- C. Any bargaining unit member disabled as a result of pregnancy or medical complications related to pregnancy shall be entitled to receive all compensation which has been accrued under the various provisions of this Agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- D. Any bargaining unit employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The Board may require medical proof of any disability which it considers unduly long in duration.

Section 8. Child-Rearing Leave

- A. Bargaining unit members shall be entitled, upon submission of a written request to the Superintendent of Schools, to an extended leave without pay or other benefits for the purposes of child-rearing, provided that such written notice must be tendered within three weeks from the date of giving birth, adopting, or otherwise fostering the child.
- B. Upon the granting of such leave by the Board all disability, insurance, retirement and fringe benefits, seniority and other service credits shall cease to be paid or further accumulated for the duration of said leave. Such Administrator shall be entitled to leave for the remainder of any school year in which the child is born, adopted, or fostered, and for up to one additional school year, provided that the Administrator shall only be entitled to return from a child-rearing leave on the first day of any given semester, provided further, that the Superintendent may in his/her discretion waive this return date limitation. For the purposes of this Section only, the school year shall be assumed to begin on September 1 and end on August 31. The Administrator's written request for such leave must include the duration thereof. The Administrator shall have no right to return prior to, or to extend, the duration of the leave as requested by the Administrator in writing.
- C. Upon the expiration of such leave, and in the event the leave does not extend beyond the school year in which the leave commences, the Administrator shall return to the same position which had been originally vacated by that

Administrator, provided that there has not been any program change or reduction in the number of positions within his/her certification or school during the period of such leave. If any such change or reduction has occurred, the Administrator will be reinstated to the first vacant position for which he/she is eligible on the basis of qualifications, certification and seniority. In the event the leave is granted for an additional semester or school year the Administrator will return to the first vacant position for which he/she is eligible on the basis of qualifications, certification and seniority and shall have no prior claim to return to the same position which had been originally vacated by that Administrator.

- D. Administrators returning from child-rearing leave will be granted the same accumulated seniority, retirement benefits, fringe benefits, and other service credits which they possessed at the commencement of such leave. Further, they will return to the same step on the contract schedule as that which they occupied at the commencement of such leave if such leave commenced prior to February 1st of the school year. If such leave commenced after February 1st of the school year, they will be advanced one-step beyond the step they had obtained prior to the commencement of such leave, unless the Administrator was already at maximum.

Section 9. Jury Duty

Any Administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. Despite the worthy purpose of jury duty, it is also recognized that the Board and Superintendent have the responsibilities of preserving quality education through Administrator presence and they will make necessary appeals to appropriate authority for Administrator excusal when necessary. Administrators shall actively cooperate with the Board and the Superintendent in those circumstances when requested to do so.

ARTICLE XII

EARLY RETIREMENT

The Board, in its absolute discretion, may make the following early retirement plan available effective September 1, 1987, or in its absolute discretion, in any succeeding year.

Section 1. Eligibility

- A. Minimum Experience Requirement - at least fifteen (15) years of credited service in the Connecticut State Teachers' Retirement System, the last ten (10) of which shall have been served as an administrator in the Bridgeport Public School System. An individual cannot qualify for this program if retiring on a leave of absence.

- B. Ages 50 to 59, with twenty (20) years of Connecticut service.
- C. Ages 60 to 65, with fifteen (15) years of Connecticut service.

Section 2. Implementation

Notification of one's intention to retire must be filed prior to February 1 for a retirement effective July 1.

- A. **Retirement** - shall be construed to mean, "eligibility for retirement benefits and allowances under the rules of the Connecticut State Teachers' Retirement System."
- B. **Age** - shall be the actual age in years at the time the Connecticut State Teachers' Retirement benefits and allowances become effective.
- C. **Years of Credit** - shall be that service recognized by the Connecticut State Teachers' Retirement System. The maximum number of years of Connecticut credited experience to be used in the formula shall be thirty (30) years.
- D. **Last Salary** - shall mean the amount earned in the last full school year of Bridgeport employment. This is the annual salary as defined by the Connecticut Teachers' Retirement System. "Annual Salary" means that amount paid by a board of education to an Administrator, holding a certificate issued by the State board of education, during any school year as specified in the contract of employment or in the annual salary agreement, which amount shall include any sum paid to the Administrator for services which involve a teaching, administrative or supervisory function, but shall not include any sum paid to the Administrator for extra duty assignments, coaching, unused sick leave, unused vacation or terminal pay.
- E. **Maximum Last Salary** - Maximum Last Salary when utilizing the Formula for Implementation shall not exceed the applicant's respective degree column and step of the Administrators' Salary Schedule.
- F. **Formula for Implementation** - the incentive payments shall be determined by the following formula: Percentage Factor x Years of Credit x Maximum Last Salary - Yearly Payment.
- G. **Formula Factor and Number of Yearly Payments** - the percentage factor and number of yearly payments will be determined by the following schedule:

<u>Age</u>	<u>Percentage Factor</u>	<u>Payment Years</u>
50-60	1-1/2%	4 years
61	1-1/4%	4 years
62	1 %	4 years
63	3/4%	3 years
64	1/2%	2 years
65	1 /4%	1 year

- H. **Yearly Payment** - will range from one (1) to four (4) years as set forth in the "Payment Years" in Section G. Those entitled to multiple year payments i.e. 2, 3 or 4 years) will receive each yearly payment on a yearly basis, as set forth below. No lump sum payments exceeding the amount of any, yearly payment will be allowed; e.g., if the retiree is between 50 and 60 years of age, and thus entitled to four (4) yearly payments, he must take the early retirement benefit in four (4) yearly installments. He may not take the total benefit in one lump sum.
- I. **Dates of Payment** - when filing the application for early retirement, the employee will have the option of receiving the yearly payment in the month of July following retirement, or the option of receiving the yearly payment in the first month of the following calendar year.
- J. **Survivorship Payment** - payments go to designated beneficiary in case of death. Such beneficiary will be noted on the application at the time an individual files for the incentive plan. Should the beneficiary desire to adjust receipt of payment to the other alternative noted above, he shall be granted such an option.

ARTICLE XIII

SALARIES

Section 1.

Salaries will be paid in accordance with Appendices A, B and C.

Section 2.

Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay, but instead will be placed on that step of the higher group which provides a pay increase.

Promotions from Group IV to Group III or above shall also be placed on that step of the higher group which provides a pay increase of at least \$2,000 above the most recent previous annual salary for the Administrator.

Section 3.

The following longevity payments shall be made to those Administrators who have accumulated the years of teaching and administrative service in the Bridgeport School System set forth below as of June 30 in the previous school year. Said payment shall be made in the last pay period in December.

16 - 19 years	-	\$1,100.
20 or more years	-	\$1,300.
25 or more years	-	\$1,400.
30 or more years	-	\$1,500.

ARTICLE XIV

PAYROLL DEDUCTIONS

All of the following deductions are subject to the capabilities of the computer.

A. In addition to those payroll deductions required by law or pursuant to the terms of this Agreement, the following agencies are eligible for payroll deduction. All requests for deductions must be in writing on approved authorization form.

B. A list of deductions is as follows:

Washington National Insurance

B.C.A.S. Local #46

Tax Sheltered Annuity Plans (5)

U. S. Savings Bonds

Bridgeport - Fairfield Credit Union

C. **Dues Deductions**

(1) The Council shall notify the Board in writing as to the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice prior to the effective date of such change.

(2) Deductions referred to in Section 1 above shall be made on the first pay day of each month. The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than two

weeks prior to the distribution of the payroll from which the deductions are to be made.

- (3) No later than September 30 of each year, the Board shall provide the Council with a list of unit members who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section 1 above. The Board shall make available to the Council a monthly list.
- (4) Payroll authorizations for Council dues shall be in full force and effect for so long as an Administrator continues in the employ of the Board but no longer than the duration of this Agreement. The Council agrees to indemnify, defend and hold the Board harmless for any action that might arise against the Board for compliance with the dues deduction provisions of this Agreement.

D. **Teacher Retirement Deductions**

Deductions for Teacher Retirements shall be deducted from the first twenty (20) checks of the school year, in as nearly equal amounts as possible.

ARTICLE XV

SUPERVISOR FILES

Official supervisor files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their Supervisors. Administrators shall have the right to receive copies of their individual reports. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.
- E. Material will be removed from the files when a supervisor's claim that it is inaccurate or unfair is sustained.

ARTICLE XVI

STAFFING

Effective September 1, 1978, a minimum of one full-time clerk will be assigned to each school in the System.

ARTICLE XVII

FEDERALLY FUNDED POSITIONS

A. Any new position created through federal funds which the Board desires to fill shall be adequately posted within each school at least thirty (30) days prior to the appointment of this position. Administrators who desire consideration for jobs created through the use of federal funds may submit a letter of application to the Assistant Superintendent for such posted position within the thirty (30) day posting period.

B. The Superintendent's office shall notify each school periodically during the school year of all newly created positions and vacancies and the job qualifications for each as well as the appointment of same.

C. Individuals in federally funded positions have the same tenure rights as all other Administrators.

D. An opportunity shall be provided for one representative chosen by the Council to participate in an advisory role in the initial planning of any school committee engaged in formulation of programs or projects for the utilization of state or federal funds.

ARTICLE XVIII

RIGHTS OF COUNCIL

A. Upon written request, the Board agrees to furnish to the Council any available public records and information, including data covering the financial resources of the school system and tentative budgetary requirements and allocations adopted by the Board, which the Council may deem to be of assistance in negotiating a successor to this Agreement, or in processing any grievance or appeal. Such public information shall be provided to the Council within ten days of the receipt of such written request unless otherwise prohibited by law or court order.

B. A copy of all master contracts between the Board of Education and all organizations having collective bargaining agreements with the Board of Education shall be given to the Council upon ratification of said contracts.

C. The Council President shall be furnished a copy of the Board Agenda at least one (1) calendar day prior to public Board meetings, or otherwise advised when the agenda is known. Council members desiring copies of the Agenda may secure them at the Central Administration Building.

D. The Board will supply the minutes of all official Board meetings (other than those taken in executive session) to the President of the Council as soon as such minutes are made available to the Board members.

ARTICLE XIX

FAIR PRACTICES

Section 1.

The duties or responsibilities of any position in the bargaining unit shall not be substantially decreased or increased, or otherwise substantially altered, without prior negotiations with the Council.

Section 2.

The salary for any new administrative position created by the Board within the bargaining unit shall be negotiated with the Council.

ARTICLE XX

NO STRIKE

No Administrator shall engage in a strike or concerted refusal to render services. The Council shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

ARTICLE XXI

GENERAL SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof to any Administrator or group of Administrators is found contrary to law, then such provision or application will be

invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

ARTICLE XXII

IMPACT STATEMENT

If the work year for Administrators is increased by the discretion of the Board beyond that currently in effect, the Administrators shall be compensated at a per diem rate based upon the Administrators' individual salaries; provided, however, that this section does not apply to work year increases by virtue of State statute, State regulation, or the action of the State Board of Education or the Commissioner of Education.

ARTICLE XXIII

PAST PRACTICES

In light of the restructure of the salary schedule and placement of job titles therein, the parties agree that no past practices dealing with reclassification of job titles or placement of job titles or any other practice regarding the appropriate salary schedule or group placement of any job in the bargaining unit shall survive the effective date of the 1999-2002 collective bargaining agreement.

ARTICLE XXIV

DURATION

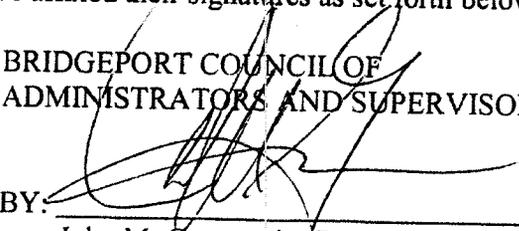
The provisions of this Agreement shall be in full force and effect as of September 1, 2011 and shall continue to remain in full force and effect until August 31, 2014. Negotiations for successor Agreements shall be in accordance with statutory requirements.

In agreement to the foregoing, the parties have affixed their signatures as set forth below.

BRIDGEPORT BOARD OF EDUCATION

BRIDGEPORT COUNCIL OF
ADMINISTRATORS AND SUPERVISORS

BY: 
Lisa Grasso Egan, Esq.

BY: 
John M. Gesmonde, Esq.

Date: 12/1/10

Date: 12/1/10

Appendix A

2011-2012

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$119,421	\$127,785	\$130,384
	2	\$121,199	\$129,564	\$132,163
	3	\$122,952	\$131,341	\$133,942
	4	\$124,739	\$133,147	\$135,703
	5	\$126,525	\$134,929	\$137,490
II	1	\$112,213	\$120,103	\$122,889
	2	\$114,526	\$122,491	\$125,280
	3	\$116,888	\$124,926	\$127,713
	4	\$119,302	\$127,412	\$130,198
	5	\$121,767	\$129,960	\$132,765
III	1	\$109,903	\$117,793	\$120,581
	2	\$112,218	\$120,182	\$122,971
	3	\$114,579	\$122,617	\$125,405
	4	\$116,994	\$125,103	\$127,888
	5	\$119,457	\$127,651	\$130,455
IV	1	\$93,391	\$100,484	\$102,937
	2	\$96,148	\$103,257	\$105,789
	3	\$98,986	\$106,106	\$108,718
	4	\$101,906	\$109,036	\$111,729
	5	\$105,530	\$112,644	\$115,415

Appendix B

2012-2013

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$120,615	\$129,063	\$131,688
	2	\$122,411	\$130,860	\$133,485
	3	\$124,182	\$132,654	\$135,281
	4	\$125,986	\$134,478	\$137,060
	5	\$127,790	\$136,278	\$138,865
II	1	\$113,335	\$121,304	\$124,118
	2	\$115,671	\$123,716	\$126,533
	3	\$118,057	\$126,175	\$128,990
	4	\$120,495	\$128,686	\$131,500
	5	\$122,985	\$131,260	\$134,093
III	1	\$111,002	\$118,971	\$121,787
	2	\$113,340	\$121,384	\$124,201
	3	\$115,725	\$123,843	\$126,659
	4	\$118,164	\$126,354	\$129,167
	5	\$120,652	\$128,928	\$131,760
IV	1	\$94,325	\$101,489	\$103,966
	2	\$97,109	\$104,290	\$106,847
	3	\$99,976	\$107,167	\$109,805
	4	\$102,925	\$110,126	\$112,846
	5	\$106,585	\$113,770	\$116,569

Appendix C

2013-2014

GROUP	STEPS	M.A.	6TH YEAR	PhD
I	1	\$121,821	\$130,353	\$133,005
	2	\$123,635	\$132,168	\$134,819
	3	\$125,423	\$133,981	\$136,634
	4	\$127,246	\$135,823	\$138,431
	5	\$129,068	\$137,641	\$140,254
II	1	\$114,468	\$122,517	\$125,359
	2	\$116,828	\$124,953	\$127,798
	3	\$119,237	\$127,437	\$130,280
	4	\$121,700	\$129,973	\$132,815
	5	\$124,215	\$132,572	\$135,434
III	1	\$112,112	\$120,161	\$123,005
	2	\$114,474	\$122,598	\$125,443
	3	\$116,882	\$125,082	\$127,926
	4	\$119,346	\$127,618	\$130,459
	5	\$121,858	\$130,217	\$133,077
IV	1	\$95,268	\$102,504	\$105,006
	2	\$98,081	\$105,332	\$107,915
	3	\$100,976	\$108,239	\$110,903
	4	\$103,954	\$111,228	\$113,975
	5	\$107,651	\$114,908	\$117,735

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CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



ASSISTANT CITY ATTORNEYS

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

COMM. # 08-10 Referred to Ordinance Committee (12/06/10 OFF THE FLOOR)
December 6, 2010

Councilpersons Richard M. Paoletto, Jr.
& Andre F. Baker, Jr., Co-Chairpersons
Ordinance Committee
City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Proposed Ordinance Providing for the City of Bridgeport Membership in the
Greater Bridgeport Regional Council of Elected Officials**

Dear Honorable Co-Chairs:

Attached is a proposed Ordinance that the Administration is hereby submitting for referral to the Ordinance Committee.

Kindly move to add this matter to the Agenda for tonight's meeting for Referral to Committee only. Two separate votes will be required: (1) a Motion to Add the Item to the Agenda (2/3 vote required per FOIA), and (2) a Motion to Refer to the Ordinance Committee (simple majority vote required).

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi

Cc: Mayor Bill Finch
Thomas McCarthy, Council President
Fleeta C. Hudson, City Clerk
Frances Wilson, Deputy City Clerk

ORDINANCE PROVIDING FOR THE CITY OF BRIDGEPORT
MEMBERSHIP IN THE
GREATER BRIDGEPORT REGIONAL COUNCIL OF ELECTED OFFICIALS

Be it ordained by the City Council of the City of Bridgeport:

Section 1: The City of Bridgeport recognizes that formation of a Regional Council of Elected Officials will improve the continued operation of the Greater Bridgeport Regional Planning Agency (the "Agency") as the designated regional planning organization of the Greater Bridgeport Planning Region (the "Region") by providing a policy board to guide the Agency regarding the study of issues of mutual concern to two or more members. The Region is comprised of the municipalities of Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull.

Section 2: In accordance with the provisions of Sections 4-124c through 4-124h, inclusive, of the Connecticut General Statutes, as amended, the City of Bridgeport hereby agrees to form and join a regional organization know as the Greater Bridgeport Regional Council of Elected Officials as the designated policy board to guide the Agency.

Section 3: This ordinance shall become effective upon the enactment and approval of a similar ordinance by all other members of the Region that will comprise the Greater Bridgeport Regional Council of Elected Officials.

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



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

COMM. # 09-10 Referred to Public Safety & Transportation Committee (12/06/10 OFF
THE FLOOR)

December 6, 2010

Councilpersons Michelle Lyons
& M. Evette Brantley, Co-Chairpersons
Public Safety & Transportation Committee
City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Proposed Resolution Approving Central Avenue Signage to Include the Ceremonial Name of
Bishop Moales Way**

Dear Honorable Co-Chairs:

Attached is a proposed Resolution that the Administration is hereby submitting for referral to the Public Safety & Transportation Committee.

Kindly move to add this matter to the Agenda for tonight's meeting for Referral to Committee only. Two separate votes will be required: (1) a Motion to Add the Item to the Agenda (2/3 vote required per FOIA), and (2) a Motion to Refer to the Public Safety & Transportation Committee (simple majority vote required).

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi

Cc: Mayor Bill Finch
Thomas McCarthy, Council President
Fleeta C. Hudson, City Clerk
Frances Wilson, Deputy City Clerk

Resolution



To the City Council of the City of Bridgeport:

The Committee on Public Safety and Transportation – A Resolution approving Central Avenue signage to include the ceremonial name of Bishop Moales Way.

Whereas, Bishop Kenneth H. Moales, Jr. was the founding pastor of the Prayer Tabernacle Church of Love, Inc. in Bridgeport, Connecticut and had been a pastor for over thirty-six years where his episcopacy had served the states of Connecticut, New York, New Jersey, Pennsylvania, Maryland, North Carolina, South Carolina, Georgia, Florida and Ohio; and,

Whereas, He was an alumnus of the Nyack Alliance College, as well as the University of Bridgeport. He received the "Honoris Causa" Doctor of Divinity Degree from the Joint College of African-American Pentecostal Bishops Congress and Saint Thomas Christian College of Jacksonville, Florida; and,

Whereas, Bishop Moales provided more than just spiritual guidance, he was a mentor and a community activist. He sat on many local boards and commissions to help guide the city in its decisions. He had served two terms as the President of the Inter-denominational Ministerial Alliance of Greater Bridgeport and Vicinity, he was also a member of the Bridgeport Clergy Association, Assistant Treasurer of the Ralphola Taylor Center YMCA of Bridgeport and a Regional Advisory Council member for Housatonic Community College; and,

Whereas, He has been honored for his hard work and commitment to the community by several organizations, more recently he received the 2003 Faith & Community Award from the Council of Churches of Greater Bridgeport, the National Service Award from the Washington Times Foundation for providing essential service and leadership in the Faith-Based Community and the Hezekiah Walker Heritage Award; and,

Whereas, Bishop Moales is deserving of the highest praise and thanks for all of his outstanding efforts in the Church and in the Community, and that the community has been irrevocably and positively touched through his strong spiritual guidance to all those in need; and Now, therefore be it

RESOLVED, that Central Avenue be ceremonially recognized and named: Bishop Moales Way.

Bishop Moales Way

In the Great City of Bridgeport, Connecticut

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bridgeport to be affixed this 12th day of October A.D. 2010.

***152-09 CONSENT CALENDAR**

Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School.

**Report
of
Committee
on
Ordinances**

Submitted: December 6, 2010

Adopted: _____

Attest: _____

[Signature]
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

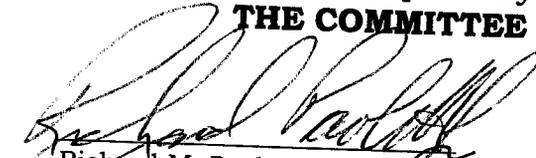
The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

***152-09 CONSENT CALENDAR**

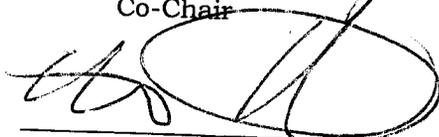
BE IT RESOLVED, That the attached Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School be, and it hereby is in all respects, approved, ratified and confirmed.

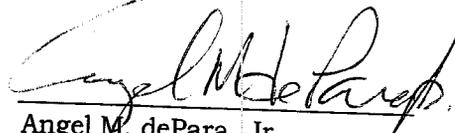
Respectfully submitted,

THE COMMITTEE ON ORDINANCES

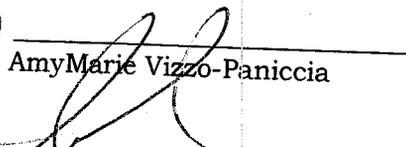

Richard M. Paoletto, Jr.
Co-Chair

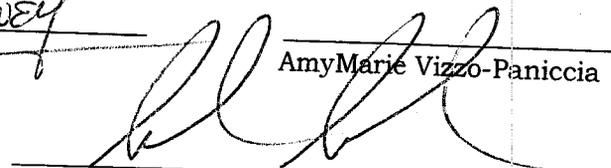

Andre F. Baker, Jr.
Co-Chair


Martin C. McCarthy


Angel M. dePara, Jr.


Richard Bonney


AmyMarie Vizzo-Paniccia


Anderson Ayala

City Council Date: December 6, 2010

**INTERMUNICIPAL AGREEMENT
FOR THE
PROVISION OF POLICE, FIRE
AND EMERGENCY MEDICAL SERVICES
TO THE
FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL**

RECEIVED
CITY CLERK'S OFFICE
2010 OCT 15 P 4: 24
ATTEST
CITY CLERK

Agreement made this ____ day of _____, 2010, by and between the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Town of Trumbull ("Trumbull"), a municipal corporation within the State of Connecticut with an address at 5866 Main Street, Trumbull, Connecticut 06611.

WITNESSETH

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and promises herein expressed, the parties agree as follows:

1. In the event the MMHS is built by the Bridgeport School Building Committee, Bridgeport agrees to provide the following municipal services to the Property, the Retained Property and to the MMHS each without cost or expense to Trumbull:

(i) All police, fire and emergency medical service calls, both routine and emergency, will be handled by police, fire and emergency medical services personnel employed by Bridgeport as first responder. Without limiting the foregoing, Bridgeport personnel and equipment will be deployed, as first responder, to all public safety, medical and hazardous materials situations arising in the MMHS, or on the Property or the Retained Property. All arrests, custodial and non-custodial, on the Property or the

Retained property shall be made by Bridgeport law enforcement personnel. Subject only to the restrictions, if any, of Trumbull's collective bargaining agreements, Bridgeport law enforcement personnel will also provide traffic control on Old Town Road and on Quarry Road at the entrances to the MMHS, on an as needed basis, during peak times when students and faculty are arriving at, and departing, the MMHS.

(ii) The services performed by Bridgeport police, fire and emergency medical services personnel on the Property, the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are assignable.

(iii) Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its police, fire and emergency medical services personnel while performing public safety services in the MMHS, or on the Property or the Retained Property.

2. In the event the MMHS is built by the Bridgeport School Building Committee, Trumbull's public works or parks departments shall not be required to perform or render any services to the Property, the Retained Property or for the MMHS other than normal municipal services and responsibility associated with the maintenance, upkeep and plowing of Quarry Road and Old Town Road, both public rights-of-way, adjoining the Property, in the ordinary course. Trumbull does have certain sanitary sewer interceptors on both the Property and the Retained Property, within existing easements, which would continue to be its sole responsibility and which are outside the scope of this Intermunicipal Agreement.

3. Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport and Trumbull to each other pursuant to any mutual assistance compact or agreement to which Bridgeport and Trumbull are presently parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

4. During construction of the MMHS, Bridgeport agrees to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to Trumbull, in order to connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. On or before the Effective Date (as hereinafter defined), the fire supply line from the MMHS to Old Town Road shall be dedicated to, and accepted by, Trumbull which will have the independent obligation to operate, maintain, repair and replace said fire supply line without cost or expense to Bridgeport. Bridgeport shall provide an appropriate easement in perpetuity to Trumbull for such purposes at the time the ownership of the fire supply line is given to Trumbull.

5. Bridgeport shall and it hereby does indemnify and hold Trumbull harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against Trumbull regarding the use of the Property, the Retained Property or the MMHS, provided the Liabilities relate to, result from or arise out of, any action or failure to act by Bridgeport occurring after the earlier of the date(s): (i) Bridgeport acquires the Property, or (ii) any activity is conducted on the Property, the Retained Property or the MMHS by or on behalf of Bridgeport. The foregoing indemnification shall not apply to Liabilities which relate to, result from or arise out of any action or failure to act by Trumbull. Trumbull shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it for which indemnification is sought pursuant to this paragraph and agrees to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in Trumbull's name using counsel selected by Bridgeport. Bridgeport agrees to keep Trumbull informed of the status of any such claim, action or proceeding.

6. Except as may otherwise be set forth herein, each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the construction and opening of the MMHS by Bridgeport. The provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a certificate of occupancy for the MMHS (the "Effective Date").

7. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

8. A. Trumbull may withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education, or Bridgeport, Bridgeport shall promptly so notify Trumbull in writing, which notice shall provide a date (which shall be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless otherwise shortened or extended in writing by the parties, this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from Trumbull that Trumbull withdraws from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 8 A, above, neither party shall thereafter have any further rights or obligations hereunder, except that the obligation of Bridgeport to indemnify Trumbull for events

occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 2, above, shall survive such termination for a period of two (2) years. Absent termination by a party in accordance with the provisions of paragraph 8 A, above, this Intermunicipal Agreement shall remain in full force and effect.

9. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport, neither the Property nor the MMHS may be disposed of in any manner to any third party unless Trumbull consents to said disposition in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. Any consensual disposition of less than all of the Property or MMHS as aforementioned shall relieve Bridgeport of its obligations hereunder to the extent of the disposition only. Further, in the event the MMHS will no longer be used for public education by the Bridgeport Board of Education, the Property, Retained Property, or MMHS may not be used for any other purpose by Bridgeport unless Trumbull consents to said use in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. The foregoing notwithstanding, nothing in this Intermunicipal Agreement shall preclude the use of the Property, the Retained Property or the MMHS as a public park or require any permit or approval from Trumbull to use the Property, the Retained Property or the MMHS as a public park.

10. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed to the chief elected official of the municipality receiving the notice with copies to the chiefs of that municipality's police, fire and emergency medical services departments.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official this ____ day of _____, 2010 at _____, Connecticut.

CITY OF BRIDGEPORT

By: _____

William Finch
Its Mayor

TOWN OF TRUMBULL

By: _____

Timothy M. Herbst
Its First Selectman

***158-09 Consent Calendar**

Grant Submission: re: U.S. EPA 2010 Brownsfields Assessment Grant Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: December 6, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***158-09 Consent Calendar**

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this financial assistance has been made possible through the EPA Brownfields Assessment Grant Program; and

WHEREAS, financial assistance under this grant will be used to conduct brownfields community-wide assessments of hazardous materials and petroleum sites that fit into the City's specific neighborhood revitalization plans; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$400,000 for the purpose of continuing the City's successful momentum in conducting brownfields assessment on properties within the City of Bridgeport; Now, therefore be it

RESOLVED BY THE City Council:

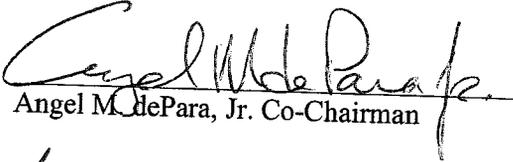
1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to conduct brownfields community-wide environmental assessments that will be the first step leading to cleanup and redevelopment of sites that fit into the City's specific neighborhood revitalization plans.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Brownsfields Assessment Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



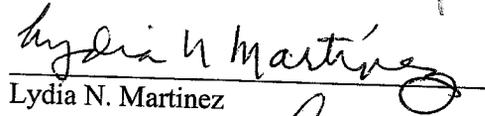
Report of Committee on ECD and Environment
*158-09 Consent Calendar

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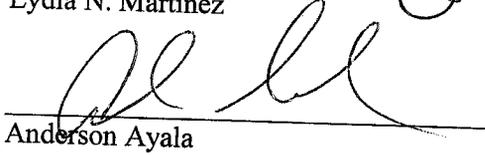
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

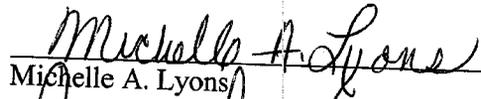

Angel M. DePara, Jr. Co-Chairman

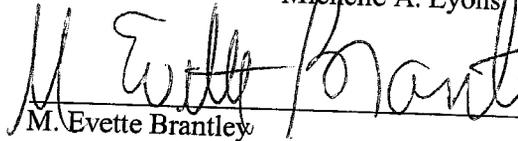
Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez

Warren Blunt


Anderson Ayala


Michelle A. Lyons


M. Evette Brantley

***159-09 Consent Calendar**

Grant Submission: re: U.S. EPA 2010 Brownsfields
Clean Up Grant Program for 837 Seaview Avenue.

**Report
of
Committee
on
CEA & Environment**

Submitted: December 6, 2010

Adopted: _____

[Handwritten Signature]

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***159-09 Consent Calendar**

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this financial assistance has been made possible through the EPA Brownfields Clean Up Grant Program; and

WHEREAS, financial assistance under this grant will be used to conduct brownfields clean up of hazardous materials and petroleum on the property located at 837 Seaview Avenue owned by the Bridgeport Port Authority; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$200,000 for the purpose of continuing the City's successful momentum in conducting brownfields clean ups on properties within the City of Bridgeport; Now, therefore be it

RESOLVED BY THE City Council:

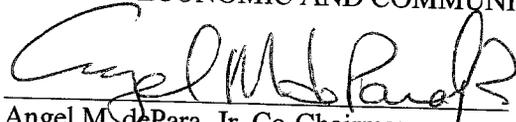
1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to conduct brownfields clean ups that will be the first step leading to redevelopment of sites that fit into the City's specific neighborhood revitalization plans.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Brownsfields Clean Up Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*159-09 Consent Calendar

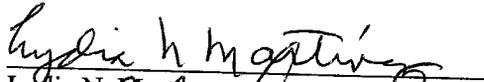
-2-

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



Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman

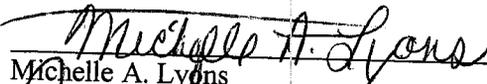


Lydia N. Martinez

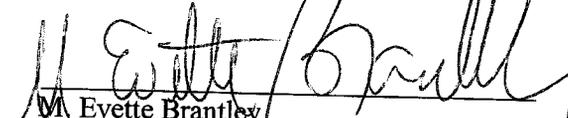
Warren Blunt



Anderson Ayala



Michelle A. Lyons



M. Evette Brantley

157-09

Grant Submission: re: U.S. EPA 2010 Greenscaper
Grant Program. **DENIED**

**Report
of
Committee
on
CEA & Environment**

Submitted: December 6, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

157-09

RESOLVED, That pursuant to City Council Rule XV the following resolution as proposed be, and hereby is **DENIED**:

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this financial assistance has been made possible through the EPA Greenscaper Grant Program; and

WHEREAS, financial assistance under this grant will be used to hire an intern under the direction of the Sustainability Director, to assist with the BGreen 2020 Initiative. The intern would create opportunities for additional rain garden and LID project implementation; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$10,000 for the purpose of implementing projects from the City's BGreen 2020 Sustainability Initiative within the City of Bridgeport; Now, therefore be it

RESOLVED BY THE City Council:

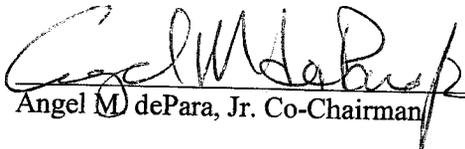
1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to hire a Greenscaper intern to assist with the implementation of sustainability projects.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Greenscaper Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



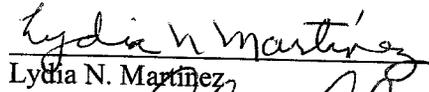
Report of Committee on ECD and Environment
157-09

-2-

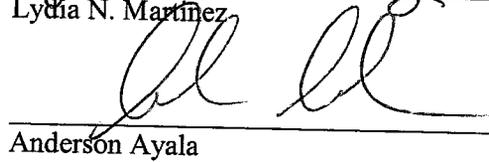
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

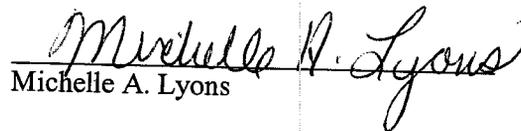

Angel M. dePara, Jr. Co-Chairman

Robert P. Curwen, Sr. Co-Chairman


Lydia N. Martinez

Warren Blunt


Anderson Ayala


Michelle A. Lyons

M. Evette Brantley

***135-09 Consent Calendar**

Settlement of Pending Litigation with William Voight.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: December 6, 2010

Adopted: _____

Attest: _____

Shirley A. Kline
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***135-09 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
William Voight	Thomas G. Ganim, Esq 4666 Main Street Bridgeport, CT 06606	Slip & Fall	\$40,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
***135-09 Consent Calendar**

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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Manuel Ayala

Carlos Silva

Robert Walsh

Council Date: December 6, 2010